

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 24-23502-CIV-ALTONAGA/Reid

BEAU BOLLINGER,

Plaintiff,

v.

NCL (BAHAMAS) LTD.,

Defendant.

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ORDER

THIS CAUSE came before the Court on Defendant, NCL (Bahamas) Ltd.’s Motion for Summary Judgment [ECF No. 55], filed on December 9, 2025. Plaintiff, Beau Bollinger filed a Response [ECF No. 58]; to which Defendant filed a Reply [ECF No. 68].¹ The Court has reviewed the record, the parties’ written submissions, and applicable law. For the following reasons, the Motion is granted.

I. BACKGROUND

This action arises from injuries Plaintiff sustained while returning from a shore excursion as a passenger on Defendant’s cruise ship. (*See* SOF ¶¶ 1–2; Resp. SOF ¶¶ 1–2 (both undisputed)). A non-party entity (“Tour Operator”) operated the excursion, and an agreement governed the Tour Operator’s relationship with Defendant. (*See* SOF ¶¶ 13, 18; Resp. SOF ¶¶ 13, 18 (both undisputed)). Under the agreement, Defendant has the sole right to sell excursion tickets to passengers, and the agreement sets forth detailed guidelines for the excursion and related logistics. (*See* SOF ¶¶ 20, 22; Resp. SOF ¶¶ 20, 22 (both disputed on other grounds); *see also* Reply SOF

¹ The parties’ factual submissions in relation to Defendant’s Motion include Defendant’s Statement of Material Facts (“SOF”) [ECF No. 54]; Plaintiff’s Response Statement of Material Facts (“Resp. SOF”) [ECF No. 57]; and Defendant’s Reply Statement of Material Facts (“Reply SOF”) [ECF No. 67].

¶¶ 20, 22). The agreement provides that the Tour Operator is an independent contractor and contains disclaimers specifying that the two entities are not “partners, . . . employer and employee, franchisor and franchisee, master and servant, principal and agent or joint venturers.” (SOF ¶ 18 (alteration added; emphasis and citation omitted); *see* Resp. SOF ¶ 18 (undisputed)).

Sixteen days before the cruise, Plaintiff accepted Defendant’s passenger ticket contract, which specifies that independent contractors provide shore excursions, and that Defendant is not responsible for injuries arising from the independent contractors’ actions. (*See* SOF ¶¶ 15–16; Resp. SOF ¶¶ 15–16 (both undisputed)). Once aboard, Plaintiff’s mother purchased from Defendant tickets to the “Island Adventure” excursion on the Honduran island of Roatan, operated by the Tour Operator. (*See* SOF ¶¶ 2–4, 13; Resp. SOF ¶¶ 2–4, 13 (all undisputed)). After the purchase and before the excursion, Plaintiff received a physical ticket for the excursion, which lists certain terms and conditions, including representations that the Tour Operator is an independent contractor and disclaimers regarding Defendant’s lack of control over operation of the excursion. (*See* SOF ¶¶ 9–10; Resp. SOF ¶¶ 9–10 (both undisputed)).

On February 27, 2024, Plaintiff participated in the Island Adventure excursion. (*See* SOF ¶¶ 1–2; Resp. SOF ¶¶ 1–2 (both undisputed); *see also* Mot. 1 n.1).² Plaintiff alleges that once the excursion concluded, he was climbing into the bed of a pickup truck that was to transport him back to the ship when “the driver accelerated prematurely without warning[.]” (Am. Compl. [ECF No. 32] ¶ 38 (alteration added)). As a result, Plaintiff suffered a fall that he asserts required spinal surgery and caused related physical, emotional, and economic injuries. (*See id.* ¶ 39).

On September 11, 2024, Plaintiff initiated this action against Defendant (*see generally* Compl. [ECF No. 1]); and on September 10, 2025, the Court dismissed four claims asserted in his

² The Court uses the pagination generated by the electronic CM/ECF database, which appears in the headers of all court filings.

Amended Complaint (*see generally* Sep. 10, 2025 Order [ECF No. 40]). Two claims for relief remain: negligence based on apparent agency or agency by estoppel (Count IV) (*see* Am. Compl. ¶¶ 58–65); and negligence based on joint venture (Count V) (*see id.* ¶¶ 66–86). Defendant moves for summary judgment on both. (*See generally* Mot.).

II. LEGAL STANDARD

Summary judgment may be rendered if the pleadings, discovery, and disclosure materials on file, and any affidavits show there is no genuine dispute of any material fact and the movant is entitled to judgment as a matter of law. *See* Fed. Rs. Civ. P. 56(a), (c). An issue of fact is “material” if it might affect the outcome of the case under the governing law. *See Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). A dispute of fact is “genuine” if the evidence could lead a reasonable jury to find for the non-moving party. *See id.*; *see also Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986) (citation omitted). The Court draws all reasonable inferences in favor of Plaintiff, the party opposing summary judgment. *See Chapman v. AI Transp.*, 229 F.3d 1012, 1023 (11th Cir. 2000) (citation omitted).

III. DISCUSSION

Defendant contends it is entitled to a final summary judgment finding that Plaintiff’s claims fail as a matter of law. (*See generally* Mot.; Reply). Plaintiff insists there is sufficient record evidence to establish both claims. (*See generally* Resp.). The Court addresses the parties’ arguments with respect to each Count in turn.

Count IV. An apparent agency claim requires “first, a representation by the principal to the plaintiff, which, second, causes the plaintiff reasonably to believe that the alleged agent is authorized to act for the principal’s benefit, and which, third, induces the plaintiff’s detrimental, justifiable reliance upon the appearance of agency.” *Wolf v. Celebrity Cruises, Inc.*, 683 F. App’x

786, 797 (11th Cir. 2017) (quotation marks omitted; quoting *Franza v. Royal Caribbean Cruises, Ltd.*, 772 F.3d 1225, 1252 (11th Cir. 2014)). Defendant maintains Plaintiff fails to establish all three elements based on the undisputed, material facts. (*See* Mot. 4–8). Plaintiff asserts there is sufficient record evidence to establish an apparent agency claim. (*See* Resp. 2–8).

As for the second element — Plaintiff’s reasonable reliance on Defendant’s representations — Defendant points to the passenger ticket contract that Plaintiff accepted before the cruise, which specifies that “shore excursions . . . are provided by independent contractors”; Defendant does not supervise the independent contractors; and Defendant “assumes no responsibility for, nor guarantees the performance of” the independent contractors. (SOF ¶ 16 (alteration added; emphasis and citation omitted); *see* Resp. SOF ¶ 16 (undisputed); *see also* Mot. 6). Defendant also references the terms and conditions printed on the shore excursion ticket Plaintiff received, which state that shore excursion operators are independent contractors, who “are not Norwegian’s joint venturers, agents, and/or employees, and have no other relationship with Norwegian other than that of independent contractor[.]” (SOF ¶ 9 (alteration added; citation omitted); *see* Resp. SOF ¶ 9 (undisputed); *see also* SOF ¶ 10; Resp. SOF ¶ 10 (undisputed); Mot. 5).

These undisputed facts foreclose Plaintiff from establishing the reasonable reliance element required for his apparent agency claim. Under very similar circumstances, the Eleventh Circuit has held that a plaintiff’s assertion of reliance on a cruise line’s alleged representations of agency was not reasonable. *See Wolf*, 683 F. App’x at 798 (plaintiff’s alleged reliance “not reasonable in light of the two separate disclaimers he received” — the cruise ticket contract and the shore excursion ticket — “which expressly stated that excursion operators were independent contractors and not agents or representatives of” the cruise line); *see also Ceithaml v. Celebrity Cruises, Inc.*, 739 F. App’x 546, 551–52 (11th Cir. 2018) (series of disclosures that made clear

shore excursion operators were independent contractors rendered unreasonable plaintiff's belief that operator was cruise line's agent).³

In response, Plaintiff cites opinions ruling on motions to dismiss; the analysis in these is inapplicable here. (*See* Resp. 6 (citing *Cavazos v. Carnival Corp.*, No. 21-20528-Civ, 2021 WL 12313358 (S.D. Fla. Aug. 2, 2021); *Dudley v. NCL (Bahamas) Ltd.*, 688 F. Supp. 3d 1194 (S.D. Fla. 2023))); *compare* Fed. Rs. Civ. P. 56(a), (c), *with id.* 12(b)(6). Plaintiff also underscores the degree of control Defendant exercised over the Tour Operator under the agreement between them, but he cites no authority finding such facts relevant nor does he explain how that control overcomes Eleventh Circuit precedent regarding contractual disclaimers of agency in this context. (*See* Resp. 7); *see Wolf*, 683 F. App'x at 798; *Ceithaml*, 739 F. App'x at 551–52.

In sum, there is no dispute of material fact about whether the Tour Operator and Defendant had an apparent agency relationship, and summary judgment in Defendant's favor on Count IV is warranted.

Count V. A contract requiring a joint venture requires “(1) a community of interest in the performance of the common purpose; (2) joint control or right of control; (3) a joint proprietary interest in the subject matter; (4) a right to share in the profits; and (5) a duty to share in any losses which may be sustained.” *Wolf*, 683 F. App'x at 798 (alterations adopted; quotation marks omitted; quoting *Browning v. Peyton*, 918 F.2d 1516, 1520 (11th Cir. 1990)). Defendant asserts that this claim fails because the agreement between Defendant and the Tour Operator expressly

³ Defendant cites two disclaimers that Plaintiff undisputedly received (*see* SOF ¶¶ 9–10, 15–16; Resp. SOF ¶¶ 9–10, 15–16 (all undisputed)), noting that Plaintiff testified he never reviewed Defendant's website, which supposedly contained a third disclaimer (*see* Mot. 6–7; SOF ¶ 17; Resp. SOF ¶ 17 (disputed)). In *Wolf*, the court cited three independent disclaimers: the cruise ticket contract, the shore excursion ticket, and the tour operator's liability waiver. *See Wolf*, 682 F. App'x at 798. While there are only two undisputed disclaimers here, *Wolf's* reasoning applies and warrants a finding that a reasonable jury could not conclude Plaintiff's alleged belief the Tour Operator was Defendant's agent was reasonable.

disclaims a joint venture, and because there is no record evidence establishing the five required factors. (*See* Mot. 8–9). Plaintiff contends that despite the agreement, Defendant and the Tour Operator’s conduct is sufficient evidence to establish a joint venture. (*See* Resp. 8–9).

Defendant is correct. The agreement between Defendant and the Tour Operator provides: “Nothing . . . in this Agreement shall be construed as constituting [Tour] Operator and Norwegian as . . . joint venturers.” (SOF ¶ 18 (alterations added; emphasis and citation omitted); *see* Resp. SOF ¶ 18 (undisputed)). The undisputed language of the agreement between the Tour Operator and Defendant precludes a finding of joint venture. *See Wolf v. Celebrity Cruises, Inc.*, 101 F. Supp. 3d 1298, 1310 (S.D. Fla. 2015) (although parties’ conduct may create a joint venture notwithstanding a written agreement, summary judgment is warranted where the agreement “clearly manifests [defendant]’s intent that [operator] not be construed as anything more than an independent contractor” (alterations added; citation omitted)), *aff’d*, 683 F. App’x 786 (11th Cir. 2017); *see also Ceithaml v. Celebrity Cruises, Inc.*, 257 F. Supp. 3d 1326, 1333–35 (S.D. Fla. 2017) (summary judgment for defendant warranted where agreement between defendant and operator vests control completely in operator, despite evidence defendant works closely with tour operator to manage excursion), *aff’d on other grounds*, 739 F. App’x 546 (11th Cir. 2018).

Plaintiff maintains summary judgment in Defendant’s favor on Count V is inappropriate, again based only on opinions ruling on motions to dismiss, where the courts did not consider the agreement between the cruise line and the tour operator. (*See* Resp. 8–9 (citations omitted)); *see Ash v. Royal Caribbean Cruises Ltd.*, No. 13-20619-Civ, 2014 WL 6682514, at *8–9 (S.D. Fla. Nov. 25, 2014); *Stone v. NCL (Bahamas) Ltd.*, 707 F. Supp. 3d 1302, 1312–15 (S.D. Fla. 2024); *Brewton v. Carnival Corp.*, No. 23-cv-23785, Feb. 27, 2024 Order [ECF No. 16] 10–12 (S.D. Fla. 2026). Their reasoning is inapplicable here, on a motion for summary judgment. *Compare* Fed.

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Rs. Civ. P. 56(a), (c), *with id.* 12(b)(6).


In sum, there is no dispute of material fact regarding whether a joint venture existed between the Tour Operator and Defendant, so Defendant is due summary judgment in its favor on Count V.

IV. CONCLUSION

For these reasons, it is

ORDERED AND ADJUDGED that Defendant, NCL (Bahamas) Ltd.'s Motion for Summary Judgment [ECF No. 55] is **GRANTED**. The Clerk is directed to **CLOSE** this case. Final judgment shall issue by separate order. Any other pending motions are **DENIED as moot**.

DONE AND ORDERED in Miami, Florida, this 28th day of January, 2026.



CECILIA M. ALTONAGA
CHIEF UNITED STATES DISTRICT JUDGE

cc: counsel of record