

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY

S.Z. AND I.Z., AS PARENTS AND LEGAL
GUARDIANS OF E.Z., A MINOR,

GENERAL JURISDICTION DIVISION

Plaintiff,

CASE NO.:

vs.

MIAMI YACHT CLUB, INC., a Florida
Not for Profit Corporation, MYC YOUTH
SAILING FOUNDATION, INC., a Florida
Not-for-profit Corporation., and WATERFRONT
CONSTRUCTION INC.,

Defendants.

COMPLAINT FOR DAMAGES

COMES NOW, Plaintiffs, S.Z. and I.Z., as parents and legal guardians of E.Z., a minor, by and through the undersigned counsel, and hereby file this lawsuit against Defendants, MIAMI YACHT CLUB INC., a Florida not-for-profit corporation, MYC YOUTH SAILING FOUNDATION, INC., a Florida not-for-profit corporation, and WATERFRONT CONSTRUCTION INC, a Florida Profit Corporation, and in support thereof allege as follows:

JURISDICTIONAL ALLEGATIONS

1. This is an action for damages in excess of the minimum jurisdictional limits set by this Court.
2. At all times material hereto, Plaintiff, S.Z., is and was a resident of Miami-Dade County, Florida, and is otherwise *sui juris*.
3. At all times material hereto, Plaintiff, I.Z., is and was a resident of Miami-Dade County, Florida and is otherwise *sui juris*.

G O L D B E R G & R O S E N , P . A .

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4. Plaintiffs, I.Z. and S.Z., are the parents and legal guardians of their minor child, E.Z.
5. At all times material hereto, Defendant, WATERFRONT CONSTRUCTION INC, is and was a Florida Profit Corporation, organized under the laws of Florida and with a principal address of 7700 SW 128TH AVE MIAMI, FL 33183.
6. At all times material hereto, Defendant, WATERFRONT CONSTRUCTION INC, is and was the owner of the construction barge and push tug vessel known as “Wood Chuck” with VIN #: FLZN6951A291 that was involved in the incident giving rise to this Complaint.
7. At all times material hereto, Defendant, MIAMI YACHT CLUB INC, is and was a Florida not-for-profit corporation, organized under the laws of Florida and with its principal place of business in Florida.
8. At all times material hereto, Defendant, MYC YOUTH SAILING FOUNDATION, INC, is and was a Florida Not-for-Profit Corporation, organized under the laws of Florida and with its principal place of business in Miami-Dade County, Florida.
9. At all times material hereto, and upon information and belief, Defendant, MIAMI YACHT CLUB INC, owned, operated, and maintained the Miami Yacht Club and the marina therein, located at 1001 MacArthur Cswy, in Miami-Dade County Florida.
10. Venue is proper in Miami-Dade County, Florida because: (1) Defendants are located and conduct business in Miami-Dade County, Florida; and (2) the incident giving rise to this complaint occurred on or about July 28, 2025, in Miami-Dade County, Florida.

FACTUAL BACKGROUND

11. On the morning of July 28, 2025, Plaintiffs dropped off nine-year-old E.Z. at the Miami Yacht Club for summer camp. That day, E.Z., participated in a camp activity where her and

several other young campers would learn the basics of sailing under the supervision and guidance of a camp counselor.

12. On that day, the subject sailboat was among the first to set sail from Camp's docks near the MacArthur Causeway in Miami, Florida. After leaving the docks, the sailboat travelled east toward Hibiscus Island in Biscayne Bay. As the sailboat sailed up the Bay, a large construction barge was present in the area and near its path.
13. Although the weather was clear and the water was calm, the barge, being maneuvered by a push tug, made no attempts to slow down or change its course, and it became clear that a collision between the tug, barge, and sailboat was imminent.
14. Bystanders on shore witnessed that the sailboat and barge were on a collision course, and began shouting at the operators of the tugboat, barge, and sailboat in an attempt to warn of the impending crash.
15. The construction barge and push tug recklessly and carelessly continued forward into the path of the subject sailboat, causing a devastating collision that tipped, capsized, and sank the sailboat.
16. The impact resulted in the passengers being ejected from the sailboat and pulled underwater for a significant amount of time as the barge continued forward and capsized the subject sailboat, which resulted in the deaths of several passengers and catastrophic injuries for others, including E.Z.
17. While the passengers, including E.Z., remained in the water, first responders from several local agencies responded to the scene.
18. After a significant effort, the passengers were pulled from the water and quickly transported to several local hospitals.

19. Tragically, several passengers of the subject sailboat succumbed to the injuries they sustained in the collision, and the survivors have been left with permanent injuries.
20. Although she is lucky to have survived, E.Z. has permanent injuries as a direct result of this incident, and those injuries will affect her for the remainder of her life.

**FACTUAL ALLEGATIONS COMMON TO DEFENDANTS, MIAMI YACHT CLUB INC
AND MYC YOUTH SAILING FOUNDATION INC.**

21. At all times material, Defendants, MIAMI YACHT CLUB INC., and MYC YOUTH SAILING FOUNDATION INC., owned and operated an enterprise that offers and facilitates programs that teach children the basics of sailing and boat safety.
22. At all times material, Defendants, MIAMI YACHT CLUB INC and MYC YOUTH SAILING FOUNDATION INC., employed, hired, retained, oversaw, and trained instructors, counselors, employees and/or agents to assist in training the of young children and to safely guide the children as they participated in the program.
23. Upon information and belief and at all times material, Defendants MIAMI YACHT CLUB INC, and MYC YOUTH SAILING FOUNDATION INC exercised pervasive control over the selection, training, and retention of their instructors, counselors, employees, and/or agents, including the employee/agent responsible for overseeing the children involved in this incident.
24. At all times material, Defendants, Defendants MIAMI YACHT CLUB INC, and MYC YOUTH SAILING FOUNDATION INC employed, hired, and/or retained the camp counselor who was responsible for overseeing E.Z. and the other children on the subject sailboat on the date of the subject incident.

25. At all times material, Defendants, Defendants MIAMI YACHT CLUB INC, and MYC YOUTH SAILING FOUNDATION INC, were under a duty to the public at large and to Plaintiffs, to hire fit, qualified employees who were competent and adequately trained in the rules of navigation and boater safety.
26. At all times material, Defendants, MIAMI YACHT CLUB INC and MYC YOUTH SAILING FOUNDATION INC, designed, planned, maintained and/or created a negligent system through which young and unqualified instructors and camp counselors oversaw young children as they learned the basics of sailing in areas of high boater traffic
27. At all times material, Defendants, MIAMI YACHT CLUB INC and MYC YOUTH SAILING FOUNDATION INC, knew or should have known that allowing unqualified and improperly trained counselors, instructors, employees, and/or agents to oversee young children while they learned to sail in an area filled with boat traffic exposed the children in the program, including E.Z. to an unreasonable risk of harm and/or death.
28. At all times material hereto, Defendants, MIAMI YACHT CLUB and MYC YOUTH SAILING FOUNDATION INC, knew or should have known that the area in which the July 28, 2025, sailboat excursion took place was an area with heavy boat traffic and could expose children and/or campers to an unreasonable risk of harm.
29. At all times material hereto, and at the time of the subject incident on July 28, 2025, Defendants, MIAMI YACHT CLUB INC and MYC YOUTH SAILING FOUNDATION INC, were careless, reckless, and negligent, by and through their employees, agents, camp counselors, instructors, and supervisors, by failing to plan and conduct the subject excursion in a reasonably safe manner and by allowing the subject excursion to take place

in an area which Defendants knew or should have known would expose the campers, including E.Z. to an unreasonable risk of injury and/or death.

30. At all times material hereto, and at the time of the subject incident, the counselor and/or instructor responsible for the operation of the sailboat and the supervision of the children, including E.Z., was careless, reckless, and negligent in that they failed to take evasive action to avoid the subject collision.

31. At all times material hereto, Defendants, MIAMI YACHT CLUB INC and MYC YOUTH SAILING FOUNDATION INC., failed to operate the sailing excursion on that day in a reasonable and safe manner, exposing the children on the sailing vessel to unreasonable harm.

32. Upon information and belief, the camp's counselors negligently and recklessly failed to appropriately maneuver the sailing vessel in a manner to avoid the collision.

33. As a direct and proximate result of Defendants, MIAMI YACHT CLUB INC and MYC YOUTH SAILING FOUNDATION INC's negligent acts and omissions, Plaintiff E.Z. suffered serious and permanent injuries.

**FACTUAL ALLEGATIONS COMMON TO DEFENDANT,
WATERFRONT CONSTRUCTION INC.**

34. At all times material hereto, Defendant, WATERFRONT CONSTRUCTION INC, owned, maintained, and operated the barge that was involved in the subject incident.

35. At all times material hereto, the subject barge was being pushed by a tugboat owned, maintained, and operated by Defendant, WATERFRONT CONSTRUCTION INC.

36. At all times material hereto, Defendant, WATERFRONT CONSTRUCTION INC employed, hired, contracted, retained, and trained agents and employees to operate and maintain the company's watercraft, including the subject barge and push tugboat.
37. At all times material hereto, Defendant, WATERFRONT CONSTRUCTION INC, employed, hired, trained, and retained agents and/or employees, including the subject barge operator, to operate the company's barges, tugboats and other watercraft in furtherance of the company's purposes.
38. At all times material hereto, Defendant, WATERFRONT CONSTRUCTION INC, employed, hired, trained, and retained agents and/or employees, including the subject barge operator, to operate the company's barges, tugboats and other watercraft in furtherance of the company's purposes.
39. At all times material hereto, Defendant, WATERFRONT CONSTRUCTION INC, was under an ongoing duty to hire fit, qualified employees who understand and follow the rules of navigation and use reasonable care in the performance of their job duties.
40. At all times material hereto, Defendant, WATERFRONT CONSTRUCTION INC, by and through their agents and employees, was under duties to operate the subject barge and push tugboat in a reasonably safe manner, to follow the rules of navigation, and to take reasonable steps to avoid the subject collision.
41. At all times material hereto, and specifically at the time of the subject incident, Defendant, WATERFRONT CONSTRUCTION INC, by and through their employees and/or agents, was negligent, careless, and reckless, by failing to take adequate measures to prevent and/or avoid the subject collision, by failing to implement proper safety policies, procedures, and guidelines regarding the operation of its watercraft, by failing to hire adequately trained

employees and/or agents to operate the subject barge and subject tugboat, by failing to adequately supervise the operators of the barge and tugboat on the day of the incident and at the time of the collision, by failing to have a sufficient number of employees present on the subject barge and subject tugboat so as to keep a proper lookout for other vessels, and by failing to take reasonable precautions to avoid the subject collision.

42. At all times material hereto, the barge and tug were negligently operated in that the operators had a reduced visibility of the surrounding area without proper lookouts.

43. At all times material hereto, and specifically at the time of the subject collision, the operator of the subject tugboat failed to take appropriate and reasonable steps to avoid the collision, which resulted in the ejection of the passengers of the subject sailboat, causing three deaths and permanent injuries.

44. As a direct and proximate result of Defendant, WATERFRONT CONSTRUCTION INC's negligence, E.Z. suffered severe and permanent injuries.

COUNT I: NEGLIGENCE AS TO DEFENDANT,
MYC YOUTH SAILING FOUNDATION INC

Plaintiffs re-adopt and re-allege paragraphs 1-44 as if fully set forth verbatim herein.

45. At all times material hereto, Defendant, MYC YOUTH SAILING FOUNDATION INC, owned, operated, marketed, and supported the Miami Yacht Club Youth Sailing Camp in which E.Z. and other children from the Miami-Dade County community participated.

46. At all times material, Defendant, MYC YOUTH SAILING FOUNDATION INC, owed a duty to Plaintiffs to use reasonable and due care in the operation of its enterprise, including the youth sailing camp in which E.Z. was a participant.

47. At all times material, Defendant, MYC YOUTH SAILING FOUNDATION INC, owed a duty to Plaintiff to take reasonable and necessary precautions to ensure that the camp participants were not exposed to an unreasonable risk of bodily injury or death.
48. At all times material, Defendant, MYC YOUTH SAILING FOUNDATION INC, owed the participants of the Miami Youth Sailing Program, including E.Z., a duty to take reasonable measures and precautions to protect the health, safety, and welfare of the camp participants, including E.Z., while they were under Defendant's care and supervision.
49. At all material times, Defendant, MYC YOUTH SAILING FOUNDATION INC, was under an ongoing duty to organize, plan, and administer camp activities and excursions in a reasonably safe manner and to select reasonably safe locations and times for camp activities.
50. At all material times, Defendant, MYC YOUTH SAILING FOUNDATION INC, by and through its employees, agents, camp counselors, and instructors, was under an ongoing duty to operate the subject sailboat in a reasonably safe manner, to keep a proper lookout for other vessels, and to take reasonable measures to avoid the subject collision.
51. At all material times, Defendant, MYC YOUTH SAILING FOUNDATION INC, either actually knew or reasonably should have known of the serious safety risks of allowing young children to learn the basics of boater safety in live training while in a crowded area of the Biscayne Bay, near the coast of Miami Beach, Florida. At all material times, Defendant, MYC YOUTH SAILING FOUNDATION INC, by and through their agents, employees, and contractors, breached the above-referenced duties of care owed to the Plaintiff and acted negligently and recklessly by one of the following acts of commission or omission:

- a) Failing to take reasonable measures to protect the health, safety, and welfare of the participants in the Miami Youth Sailing Program, including E.Z.;
 - b) Failing to have a sufficient number of guidance counselors and/or instructors;
 - c) Failing to hire and/or utilize properly trained instructors and/or camp counselors;
 - d) Failing to adopt and/or implement policies and procedures designed to protect campers and invitees such as E.Z. from foreseeable risk of bodily injury and/or death;
 - e) Failing to provide appropriate safety guidelines to ensure the safety of the campers, counselors, and invitees, including E.Z.;
 - f) Failing to protect the Plaintiff from harm;
 - g) Failing to render aid that was reasonable under the circumstances;
 - h) Failing to have the proper safety policies and procedures for sailing excursions with young children;
 - i) Failing to properly train, instruct, and/or supervise its agents and/or employees to operate sailboats in a reasonably safe manner; and
 - j) Failing to select a safe location for sailing activities
 - k) Failing to maintain a proper lookout;
 - l) Failing to put spotter vessels in the appropriate place to alert the barge to the presence of sailboats;
 - m) Failing to have the area properly secured so that other vessels were aware of the presence of sailing vessels performing camp activities;
 - n) Failing to take reasonable and adequate measures to avoid the impending collision;
 - o) Additional acts of negligence not yet discovered.
52. As a proximate result of the negligent acts and/or omissions of Defendant, MYC YOUTH

SAILING FOUNDATION INC, Plaintiff, E.Z., amongst others, was severely and permanently injured.

53. As a direct and proximate result of the Defendant's negligence, Plaintiff, E.Z. was injured, causing her to suffer permanent losses, including but not limited to, bodily injury and resulting pain and suffering, aggravation or acceleration of pre-existing injury, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of medical and nursing care and treatment, loss of earnings and loss of ability to earn money. These losses are either permanent or continuing in nature, and Plaintiff will suffer these losses in the future.

WHEREFORE, Plaintiffs, S.Z. and I.Z., as parents and legal guardians of E.Z., a minor, demand judgments against Defendant, MYC YOUTH SAILING FOUNDATION INC., for

damages, costs of this action, and all other further equitable and legal relief as this Court may deem appropriate and demand a jury trial on all issues so triable.

COUNT II: VICARIOUS LIABILITY AS TO
DEFENDANT, MYC YOUTH SAILING FOUNDATION, INC

Plaintiffs re-adopt and re-allege paragraphs 1-44 as if fully set forth verbatim herein.

54. At all times material hereto, Defendant, MYC YOUTH SAILING FOUNDATION INC, employed agents, including but not limited to camp counselors, instructors, supervisors, and/or contractors to operate, manage, supervise, and administer the Miami Yacht Club Youth Sailing Program, in which Plaintiff, E.Z., and other young children participated.
55. At all times material hereto, the employees and/or agents of Defendant, MYC YOUTH SAILING FOUNDATION INC, acted in the course and scope of their agency and/or relationship with MYC YOUTH SAILING FOUNDATION INC.
56. At all times material hereto, Defendant, MYC YOUTH SAILING FOUNDATION INC, by and through its employees, agents, and/or apparent agents, was under a duty to take reasonable measures and precautions to protect the health, safety, and welfare of the camp participants, including E.Z.
57. Specifically, at all times material hereto, Defendant, MYC YOUTH SAILING FOUNDATION INC, by and through its employees, agents, and/or apparent agents, owed a duty to the program participants, including E.Z. to operate the sailboat in a reasonably safe manner, to supervise the children in a reasonable manner, to ensure that the children were not exposed to an unreasonable risk of harm during the performance of camp activities and to follow all safety guidelines and protocols.

58. As described in throughout this complaint, Defendant, MYC YOUTH SAILING FOUNDATION INC, by and through its employees and/or agents, negligently and recklessly failed to take reasonable and adequate precautions to prevent the collision between the subject sailboat and the construction barge.

59. As a direct and proximate result of Defendant, MYC YOUTH SAILING FOUNDATION'S employees and/or agents' failure to take reasonable precautions and failure to act reasonably and carefully under the circumstances, E.Z. suffered permanent injuries.

60. Defendant, MYC YOUTH SAILING FOUNDATION INC, at all times material hereto, was the employer, and/or principle and is vicariously liable under the Doctrine of *Respondeat Superior*, Actual Agency, and/or Apparent Agency, and/or Inherent Agency, for the negligence of its employees and/or agents.

61. As a direct and proximate result of the Defendant's negligence, Plaintiff, E.Z. was injured, causing her to suffer permanent losses, including but not limited to, bodily injury and resulting pain and suffering, aggravation or acceleration of pre-existing injury, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of medical and nursing care and treatment, loss of earnings and loss of ability to earn money. These losses are either permanent or continuing in nature, and Plaintiff will suffer these losses in the future.

WHEREFORE, Plaintiff, S.Z., and I.Z., as parents and legal guardians of E.Z., a minor, demand judgments against Defendant, MYC YOUTH SAILING FOUNDATION INC., for damages, costs of this action, and all other further equitable and legal relief as this Court may deem appropriate and demand a jury trial on all issues so triable.

COUNT III: NEGLIGENT HIRING AS TO DEFENDANT,
MYC YOUTH SAILING FOUNDATION INC

Plaintiffs re-adopt and re-allege paragraphs 1-44 as if fully set forth verbatim herein.

62. At all times material hereto, Defendant, MYC YOUTH SAILING FOUNDATION INC, employed agents, including but not limited to camp counselors, instructors, supervisors, and/or contractors to operate, manage, supervise, and administer the Miami Yacht Club Youth Sailing Program, in which Plaintiff, E.Z., and other young children participated.

63. At all times material hereto, Defendant, MYC YOUTH SAILING FOUNDATION INC, had a duty to exercise reasonable care and diligence in hiring, employing, contracting, and retaining its employees and/or agents. This duty includes but is not limited to the following:

- a. Completing background checks on potential hires;
- b. conducting a pre-hiring assessment to determine that potential employees, including potential camp counselors and instructors, were reasonably fit to operate sailboats and to teach children the basics of sailing;
- c. providing necessary and adequate training to new employees;
- d. ensuring that potential hires were reasonably and adequately fit to supervise young children during camp activities and excursions; and
- e. ensuring that potential hires and employees were adequately and reasonably fit to respond to emergency situations involving young children.

64. Defendant, MYC YOUTH SAILING FOUNDATION INC owed the aforementioned duties to those participating in the Miami Yacht Club Youth Sailing Program, including Plaintiffs and their daughter E.Z.

65. Defendant, MYC YOUTH SAILING FOUNDATION INC, breached its duties by hiring employees and/or agents who were unfit and unqualified to supervise young children and to operate sailboats when MYC YOUTH SAILING FOUNDATION INC knew or should have known that the employees and/or agents were unfit and unqualified to do so.
66. As a direct and proximate result of Defendant, MYC YOUTH SAILING FOUNDATION INC's negligent acts or omissions, E.Z. suffered permanent losses including but not limited to, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, aggravation or acceleration of pre-existing injury, loss of earnings and loss of ability to earn money. These losses are either permanent or continuing in nature and the Plaintiffs and their daughter E.Z. will suffer these losses in the future.

WHEREFORE, Plaintiffs, S.Z. and I.Z., as parents and legal guardians of E.Z., a minor, demand judgment against Defendant, MYC YOUTH SAILING FOUNDATION INC., for damages, costs of this action, and all other further equitable and legal relief as this Court may deem appropriate and demands a jury trial on all issues so triable.

COUNT IV: NEGLIGENT SUPERVISION AS TO DEFENDANT,
MYC SOUTH SAILING FOUNDATION INC

Plaintiffs re-adopt and re-allege paragraphs 1-44 as if fully set forth verbatim herein.

67. At all times material, Defendant MYC YOUTH SAILING FOUNDATION INC, operated a summer camp and youth sailing program that included sailing and boating activities for minor children, including Plaintiff, E.Z., who was participating in the camp on July 28, 2025.

68. At all material times, MYC YOUTH SAILING FOUNDATION INC, owed a legal duty to supervise the minor Plaintiff, E.Z., and to the other children and camp participants during camp activities and sailing trips to ensure their safety and protection from reasonably foreseeable harm, particularly in high-risk activities such as maritime excursions and sailing trips.
69. Defendant, MYC YOUTH SAILING FOUNDATION INC, owed a legal duty to ensure that proper policies, procedures, protocols, and guidelines were in place for the supervision of campers and children during camp activities and sailing trips.
70. Defendant, MYC YOUTH SAILING FOUNDATION INC, owed a legal duty to ensure that its employees and/or agents, including its instructors and camp counselors, properly and adequately supervise the campers, including Plaintiff, E.Z., during all camp activities and sailing trips to ensure they are reasonably protected from dangers which Defendant knew or should have known about.
71. Defendant, MYC YOUTH SAILING FOUNDATION INC, breached the aforementioned duties owed to Plaintiff by failing to ensure that its employees and/or agents adequately and reasonably supervised camp activities and sailing trips and campers; by failing to oversee and supervise the planning and scheduling of the subject sailing excursion in a reasonable manner; by failing to utilize proper procedures, protocols, and policies for the supervision of campers during camp related activities and sailing trips; by failing to prevent to aforesaid collision on July 28, 2025, and by failing to have an adequate number of instructors and/or counselors to supervise children during camp activities and sailing trips.
72. As a direct and proximate result of Defendant, MYC YOUTH SAILING FOUNDATION INC's failure to enact adequate policies

73. As a direct and proximate result of MYC YOUTH SAILING FOUNDATION INC's negligent acts and omissions and negligent failure to supervise Plaintiff, E.Z., on July 28, 2025, she suffered serious permanent injuries.

74. As a direct and proximate result of Defendant's negligence, Plaintiff, E.Z. was injured, causing her to suffer permanent losses, including but not limited to, bodily injury and resulting pain and suffering, aggravation or acceleration of pre-existing injury, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of medical and nursing care and treatment, loss of earnings and loss of ability to earn money. These losses are either permanent or continuing in nature, and Plaintiff will suffer these losses in the future.

WHEREFORE, Plaintiffs, S.Z. and I.Z., as parents and legal guardians of E.Z., a minor, demand judgment against Defendant, MYC YOUTH SAILING FOUNDATION INC., for damages, costs of this action, and all other further equitable and legal relief as this Court may deem appropriate and demand a jury trial on all issues so triable.

COUNT V: NEGLIGENCE AS TO DEFENDANT, MIAMI YACHT CLUB, INC.

Plaintiffs re-adopt and re-allege paragraphs 1-44 as if fully set forth verbatim herein.

75. At all times material hereto, Defendant, MIAMI YACHT CLUB INC., owned, operated, marketed, and supported the Miami Yacht Club Youth Sailing Camp in which E.Z. and other children from the Miami-Dade County community participated.

76. At all times material, Defendant, MIAMI YACHT CLUB INC., owed a duty to Plaintiff to use reasonable and due care in the operation of its enterprise, including the youth sailing camp in which E.Z. was a participant.

77. At all times material, Defendant, MIAMI YACHT CLUB INC, owed a duty to Plaintiffs and E.Z. to take reasonable and necessary precautions to ensure that the camp participants were not exposed to an unreasonable risk of bodily injury or death.
78. At all times material, Defendant, MIAMI YACHT CLUB INC, owed the participants of the Miami Youth Sailing Program, including E.Z., a duty to take reasonable measures and precautions to protect the health, safety, and welfare of the camp participants, including E.Z., while they were under Defendant's care and supervision.
79. At all material times, Defendant, MIAMI YACHT CLUB, either actually knew or reasonably should have known of the serious safety risks of allowing young children to learn the basics of boater safety in live training while in a crowded area of the Biscayne Bay, near the coast of Miami Beach, Florida.
80. At all material times, Defendant, MIAMI YACHT CLUB INC, by and through their agents, employees, and contractors, breached the above-referenced duties of care owed to the Plaintiffs and acted negligently and recklessly by one of the following acts of commission or omission:
- a) Failing to take reasonable measures to protect the health, safety, and welfare of the participants in the Miami Youth Sailing Program, including E.Z.;
 - b) Failing to have a sufficient number of guidance counselors and/or instructors;
 - c) Failing to hire and/or utilize properly trained instructors and/or camp counselors;
 - d) Failing to adopt and/or implement policies and procedures designed to protect campers and invitees such as E.Z. from foreseeable risk of bodily injury and/or death;
 - e) Failing to provide appropriate safety guidelines to ensure the safety of the campers, counselors, and invitees, including E.Z.;
 - f) Failing to protect the Plaintiff from harm;
 - g) Failing to render aid that was reasonable under the circumstances;
 - h) Failing to have the proper safety policies and procedures for sailing excursions with young children;
 - i) Failing to properly train, instruct, and/or supervise its agents and/or employees to operate sailboats in a reasonably safe manner; and
 - j) Failing to select a safe location for sailing activities;

- k) Failing to put spotter vessels in the appropriate place to alert the barge to the presence of sailboats;
- l) Failing to have the area properly secured so that other vessels were aware of the presence of sailing vessels performing camp activities;
- m) Failing to maintain a proper lookout;
- n) Failing to avoid the impending collision;
- o) Additional acts of negligence not yet discovered.

81. As a proximate result of the negligent acts and/or omissions of Defendant, MIAMI YACHT CLUB INC, Plaintiff, E.Z., amongst others, was severely and permanently injured.

82. As a direct and proximate result of the Defendant's negligence, Plaintiff, E.Z. was injured, causing her to suffer permanent losses, including but not limited to, bodily injury and resulting pain and suffering, aggravation or acceleration of pre-existing injury, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of medical and nursing care and treatment, loss of earnings and loss of ability to earn money. These losses are either permanent or continuing in nature, and Plaintiff will suffer these losses in the future.

WHEREFORE, Plaintiffs, S.Z. and I.Z., as parents and legal guardians of E.Z., a minor, demand judgments against Defendant, MIAMI YACHT CLUB INC., for damages, costs of this action, and all other further equitable and legal relief as this Court may deem appropriate and demand a jury trial on all issues so triable.

COUNT VI: VICARIOUS LIABILITY AS TO DEFENDANT,
MIAMI YACHT CLUB INC

Plaintiffs re-adopt and re-allege paragraphs 1-44 as if fully set forth verbatim herein.

83. At all times material hereto, Defendant, MIAMI YACHT CLUB INC, employed agents, including but not limited to camp counselors, instructors, supervisors, and/or contractors

to operate, manage, supervise, and administer the Miami Yacht Club Youth Sailing Program, in which Plaintiff, E.Z., and other young children participated.

84. At all times material hereto, the employees and/or agents of Defendant, MIAMI YACHT CLUB INC, acted in the course and scope of their agency and/or relationship with MIAMI YACHT CLUB INC.

85. At all times material hereto, Defendant, MIAMI YACHT CLUB INC, by and through its employees, agents, and/or apparent agents, was under a duty to take reasonable measures and precautions to protect the health, safety, and welfare of the camp participants, including E.Z.

86. As described throughout this Complaint, Defendant, MIAMI YACHT CLUB INC, by and through its employees and/or agents, negligently and recklessly failed to take reasonable and adequate precautions to prevent the collision between the subject sailboat and the construction barge.

87. As a direct and proximate result of Defendant, MIAMI YACHT CLUB INC's employees and/or agents' failure to take reasonable precautions and failure to act reasonably and carefully under the circumstances, E.Z. suffered permanent injuries.

88. Defendant, MIAMI YACHT CLUB INC, at all times material hereto, was the employer, and/or principle and is vicariously liable under the Doctrine of Respondeat Superior, Actual Agency, and/or Apparent Agency, and/or Inherent Agency, for the negligence of its employees and/or agents.

89. As a direct and proximate result of the Defendant's negligence, Plaintiff, E.Z. was injured, causing her to suffer permanent losses, including but not limited to, bodily injury and resulting pain and suffering, aggravation or acceleration of pre-existing injury, disability,

disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of medical and nursing care and treatment, loss of earnings and loss of ability to earn money. These losses are either permanent or continuing in nature, and Plaintiff will suffer these losses in the future.

WHEREFORE, Plaintiffs, S.Z. and I.Z., as parents and legal guardians of E.Z., a minor, demand judgment against Defendant, MIAMI YACHT CLUB INC., for damages, costs of this action, and all other further equitable and legal relief as this Court may deem appropriate and demand a jury trial on all issues so triable.

COUNT VII: NEGLIGENT HIRING AS TO DEFENDANT,
MIAMI YACHT CLUB INC.

Plaintiffs re-adopt and re-allege paragraphs 1-44 as if fully set forth verbatim herein.

90. At all times material hereto, Defendant, MIAMI YACHT CLUB INC, employed agents, including but not limited to camp counselors, instructors, supervisors, and/or contractors to operate, manage, supervise, and administer the Miami Yacht Club Youth Sailing Program, in which Plaintiff, E.Z., and other young children participated.

91. At all times material hereto, Defendant, MIAMI YACHT CLUB INC, had a duty to exercise reasonable care and diligence in training its employees and/or agents. This duty includes but is not limited to the following:

- a. Providing necessary and adequate training to employees, including training on how to operate sailboats in a reasonably safe manner;
- b. Requiring training and refresher training on the rules of navigation and boater safety laws and regulations;
- c. Terminating one's employment where it appears allowing them to remain employed would foreseeably place others at an undue risk of harm, including harm caused by unsafe or reckless operation of a sailboat;

d. Terminating an unfit employee once Defendant knew or through the exercise of reasonable care should have known the employee was unfit or unqualified.

92. Defendant, MIAMI YACHT CLUB INC owed the aforementioned duties to those participating in the Miami Yacht Club Youth Sailing Program, including Plaintiff, E.Z.

93. Defendant, MYC YOUTH SAILING FOUNDATION INC, breached its duties by hiring employees and/or agents who were unfit and unqualified to supervise young children and to operate sailboats when MYC YOUTH SAILING FOUNDATION INC knew or should have known that the employees and/or agents were unfit and unqualified to do so.

94. As a direct and proximate result of Defendant, MYC YOUTH SAILING FOUNDATION INC's negligent acts or omissions, Plaintiff, E.Z. suffered permanent losses including but not limited to, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, aggravation or acceleration of pre-existing injury, loss of earnings and loss of ability to earn money. These losses are either permanent or continuing in nature and the Plaintiffs and their daughter E.Z. will suffer these losses in the future.

WHEREFORE, Plaintiff, S.Z. and I.Z. as parents and legal guardians of E.Z., a minor, demand judgment against Defendant, MIAMI YACHT CLUB INC., for damages, costs of this action, and all other further equitable and legal relief as this Court may deem appropriate and demands a jury trial on all issues so triable.

COUNT VIII: NEGLIGENT SUPERVISION AS TO DEFENDANT,
MIAMI YACHT CLUB INC

Plaintiffs re-adopt and re-allege paragraphs 1-44 as if fully set forth verbatim herein.

95. At all times material, Defendant MIAMI YACHT CLUB INC. operated a summer camp and youth sailing program that included sailing and boating activities for minor children, including Plaintiff E.Z., who was participating in the camp on July 28, 2025.
96. At all material times, MIAMI YACHT CLUB INC owed a legal duty to supervise the minor Plaintiff, E.Z., and to the other children and camp participants during camp activities and sailing trips to ensure their safety and protection from reasonably foreseeable harm, particularly in high-risk activities such as maritime excursions and sailing trips.
97. Defendant, MIAMI YACHT CLUB, owed a legal duty to ensure that proper policies, procedures, protocols, and guidelines were in place for the supervision of campers and children during camp activities and sailing trips.
98. Defendant, MIAMI YACHT CLUB INC, owed a legal duty to ensure that its employees and/or agents, including its instructors and camp counselors, properly and adequately supervise the campers, including Plaintiff, E.Z., during all camp activities and sailing trips to ensure they are reasonably protected from dangers which Defendant knew or should have known about.
99. Defendant, MIAMI YACHT CLUB INC, breached the aforementioned duties owed to Plaintiff by failing to ensure that its employees and/or agents adequately and reasonably supervised camp activities and sailing trips and campers; by failing to oversee and supervise the planning and scheduling of the subject sailing excursion in a reasonable manner; by failing to utilize proper procedures, protocols, and policies for the supervision of campers during camp related activities and sailing trips; by failing to prevent to aforesaid

collision on July 28, 2025, and by failing to have an adequate number of instructors and/or counselors to supervise children during camp activities and sailing trips.

100. As a direct and proximate result of Defendant, MIAMI YACHT CLUB INC's failure to enact adequate policies

101. As a direct and proximate result of MIAMI YACHT CLUB INC's negligent acts and omissions and negligent failure to supervise Plaintiff, E.Z., on July 28, 2025, she suffered serious permanent injuries.

102. As a direct and proximate result of Defendant's negligence, Plaintiff, E.Z. was injured, causing her to suffer permanent losses, including but not limited to, bodily injury and resulting pain and suffering, aggravation or acceleration of pre-existing injury, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of medical and nursing care and treatment, loss of earnings and loss of ability to earn money. These losses are either permanent or continuing in nature, and Plaintiff will suffer these losses in the future.

WHEREFORE, Plaintiff, S.Z and I.Z., as parents and legal guardians of E.Z., a minor, demand judgment against Defendant, MIAMI YACHT CLUB INC., for damages, costs of this action, and all other further equitable and legal relief as this Court may deem appropriate and demand a jury trial on all issues so triable.

COUNT IX: NEGLIGENCE AS TO DEFENDANT,
WATERFRONT CONSTRUCTION INC

Plaintiffs re-adopt and re-allege paragraphs 1-44 as if fully set forth verbatim herein.

103. At all times material hereto, Defendant, WATERFRONT CONSTRUCTION INC, owned, operated, marketed, and supported the vessel known as “Wood Chuck” with VIN #: FLZN6951A291 which was involved in the subject incident.
104. At all times material hereto, Defendant, WATERFRONT CONSTRUCTION INC hired, retained, and employed agents and/or employees, for the purposes of operating and maintaining the company's watercraft, including the subject barge and subject push tugboat.
105. At all times material, Defendant, WATERFRONT CONSTRUCTION INC, by and through its employees, owed a duty to the public at large and to Plaintiffs, to use reasonable and due care in the operation of its enterprise, including the operation of the barge and push tug-boat involved in the subject collision.
106. At all times material, Defendant, WATERFRONT CONSTRUCTION INC, owed a duty to Plaintiffs and E.Z. to take reasonable and necessary precautions to ensure that its agents and/or employees did not expose members of the public at large, including E.Z., to an unreasonable risk of harm in the ordinary performance of their job duties.
107. At all times material hereto, Defendant, WATERFRONT CONSTRUCTION INC, by and through its employees, owed a duty to the public and to Plaintiffs, to operate the subject push tug in a reasonably safe manner, to keep adequate personnel on the push tug so as to keep a proper lookout, to follow the rules of navigation, and to take reasonable and sufficient measures to avoid the subject collision.

108. At all material times, Defendant, WATERFRONT CONSTRUCTION INC, either actually knew or reasonably should have known of the serious safety risks of allowing unqualified and unfit employees and/or agents to operate the company's watercraft in an area of high boater traffic.
109. At all material times, Defendant, WATERFRONT CONSTRUCTION INC, either actually knew, or in the exercise of reasonable care should have known that the subject push tug was understaffed and/or unstaffed.
110. At all material times, Defendant, WATERFRONT CONSTRUCTION INC by and through their agents, employees, and contractors, breached the above-referenced duties of care owed to the Plaintiffs and acted negligently and recklessly by one of the following acts of commission or omission:
- a) Failing to take reasonable precautions and measures to prevent the subject collision;
 - b) Failing to maintain a proper number of personnel on the subject barge at the time of the subject collision;
 - c) Failing to keep a proper lookout for other vessels;
 - d) Failing to yield the right of way to the subject sailboat;
 - e) Failing to adopt and/or implement policies and procedures designed to prevent collisions between Defendant's watercraft and other watercraft;
 - f) Failing to provide appropriate safety guidelines to ensure its employees, agents, and contractors performed their job duties in a reasonably safe manner;
 - g) Failing to hire fit qualified employees who were reasonably fit to perform their duties in a reasonably safe manner;
 - h) Carelessly and recklessly operating the subject barge so as to cause the subject collision;
 - i) Failing to protect the Plaintiff from harm;
 - j) Failing to render aid that was reasonable under the circumstances;
 - k) Failing to have the proper safety policies and procedures for sailing excursions with young children;
 - l) Failing to utilize proper safety equipment, such as a warning horn or whistle;
 - m) Failing to properly train, instruct, and/or supervise its agents and/or employees to operate barges in a reasonably safe manner; and
 - n) Additional acts of negligence not yet discovered.

111. As a proximate result of the negligent acts and/or omissions of Defendant, WATERFRONT CONSTRUCTION INC, Plaintiff, E.Z., amongst others, was severely and permanently injured.

112. As a direct and proximate result of the Defendant, WATERFRONT CONSTRUCTION INC's negligence, Plaintiff, E.Z. was injured, causing her to suffer permanent losses, including but not limited to, bodily injury and resulting pain and suffering, aggravation or acceleration of pre-existing injury, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of medical and nursing care and treatment, loss of earnings and loss of ability to earn money. These losses are either permanent or continuing in nature, and Plaintiff will suffer these losses in the future.

WHEREFORE, Plaintiffs, S.Z. and I.Z., as parents and legal guardians of, E.Z., a minor, demand judgment against Defendant, WATERFRONT CONSTRUCTION INC, for damages, costs of this action, and all other further equitable and legal relief as this Court may deem appropriate and demand a jury trial on all issues so triable

COUNT X: VICARIOUS LIABILITY AS TO DEFENDANT,
WATERFRONT CONSTRUCTION INC

Plaintiffs re-adopt and re-allege paragraphs 1-44 as if fully set forth verbatim herein.

113. At all times material hereto, Defendant, WATERFRONT CONSTRUCTION, INC. hired, employed, and retained employees and/or agents to operate the company's watercraft, including the subject construction barge and subject push-tug boat, in furtherance of the company's purposes.

114. At all times material hereto, the employees and/or agents of Defendant, WATERFRONT CONSTRUCTION INC, acted in the course and scope of their agency and/or relationship with WATERFRONT CONSTRUCTION INC.
115. At all times material hereto, Defendant, WATERFRONT CONSTRUCTION INC, by and through its employees, agents, and/or apparent agents, was under a duty to operate its business in a reasonably safe manner and to ensure members of the public at large were not exposed to an unreasonable risk of harm
116. As described throughout this complaint, Defendant, WATERFRONT CONSTRUCTION INC, by and through its employees and/or agents, negligently and recklessly failed to take reasonable and adequate precautions to prevent the collision between the subject sailboat and the construction barge.
117. As a direct and proximate result of Defendant, WATERFRONT CONSTRUCTION INC's employees and/or agents' failure to take reasonable precautions and failure to act reasonably and carefully under the circumstances, E.Z. suffered permanent injuries.
118. Defendant, WATERFRONT CONSTRUCTION INC, at all times material hereto, was the employer, and/or principal, and is vicariously liable under the Doctrine of Respondeat Superior, Actual Agency,/Apparent Agency, and/or Inherent Agency, for the negligence of its employees and/or agents.
119. As a direct and proximate result of the Defendant's negligence, Plaintiff, E.Z. was injured, causing her to suffer permanent losses, including but not limited to, bodily injury and resulting pain and suffering, aggravation or acceleration of pre-existing injury, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of medical and nursing care and treatment, loss of earnings and loss of ability to

earn money. These losses are either permanent or continuing in nature, and Plaintiff will suffer these losses in the future.

WHEREFORE, Plaintiffs, S.Z. and I.Z., as parents and legal guardians of E.Z., a minor, demand judgment against Defendant, WATERFRONT CONSTRUCTION INC, for damages, costs of this action, and all other further equitable and legal relief as this Court may deem appropriate and demand a jury trial on all issues so triable.

COUNT XI: NEGLIGENT HIRING AS TO DEFENDANT,
WATERFRONT CONSTRUCTION INC

Plaintiffs re-adopt and re-allege paragraphs 1-44 as if fully set forth verbatim herein.

120. At all times material hereto, Defendant, WATERFRONT CONSTRUCTION INC employed agents, including but not limited to employees, captains, lookouts, supervisors, and/or contractors to operate, manage, supervise, and administer its enterprise and to operate and maintain the company's watercraft, including the subject barge and subject push-tug boat.

121. At all times material hereto, Defendant, WATERFRONT CONSTRUCTION INC had a duty to exercise reasonable care and diligence in hiring, employing, contracting, and/or retaining its employees and/or agents. This duty includes but is not limited to the following:

- a. Completing background checks on any and all employees;
- b. Ensuring that potential employees possessed adequate credentials and skills to operate watercraft, including the subject barge and subject push-tug boat.
- c. Conducting preliminary assessments of a potential employee's skills to ensure that they are fit to perform their job duties in a reasonably safe manner.

- d. Providing necessary and adequate training to new employees, including training on how to operate barges and/or push tug boats in a reasonably safe manner;
- e. Requiring training and refresher training on the rules of navigation and boater safety laws and regulations;
- f. Terminating one's employment where it appears allowing them to remain employed would foreseeably place others at an undue risk of harm, including harm caused by unsafe or reckless operation of a barge and/or push tug boat;
- g. Terminating an unfit employee once Defendant knew or, through the exercise of reasonable care, should have known the employee was unfit or unqualified.

122. Defendant, WATERFRONT CONSTRUCTION INC, owed the aforementioned duties to the public at large and to Plaintiff, E.Z.

123. Defendant, WATERFRONT CONSTRUCTION INC, breached its duties by hiring employees and/or agents who were unfit and unqualified to operate the company's watercraft, including the subject barge and subject push tug, when WATERFRONT CONSTRUCTION INC, knew or should have known that the employees and/or agents were unfit and unqualified to do so.

124. Defendant, WATERFRONT CONSTRUCTION INC, further breached the duties it owed to Plaintiffs by failing to hire an adequate number of trained employees.

125. As a direct and proximate result of Defendant, WATERFRONT CONSTRUCTION INC's negligent acts or omissions, Plaintiff, E.Z. suffered permanent losses including but not limited to, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, aggravation or acceleration of pre-existing injury,

loss of earnings and loss of ability to earn money. These losses are either permanent or continuing in nature and the Plaintiffs and their daughter E.Z. will suffer these losses in the future.

WHEREFORE, Plaintiffs, S.Z. and I.Z. as parents and legal guardians of E.Z., a minor, demand judgment against Defendant, WATERFRONT CONSTRUCTION INC, for damages, costs of this action, and all other further equitable and legal relief as this Court may deem appropriate and demands a jury trial on all issues so triable

DEMAND FOR JURY TRIAL

Plaintiffs, in the above-styled action, hereby demand a jury trial on all issues so triable.

DATED this 8th day of August, 2025.

GOLDBERG & ROSEN, P.A.

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