

A member of a health club was exercising on an elliptical machine when the machine malfunctioned due to a defectively manufactured part, seriously injuring the member. The machine had not been modified since the health club purchased it from the manufacturer. The member had signed a waiver that absolved the health club from any liability, including strict liability, for injuries suffered by the member while at the health club. The member filed a complaint against the health club seeking to recover damages for her personal injuries on the basis of strict liability. The health club has moved to dismiss the complaint.

How should the court rule on the health club's motion?

- A. Deny the motion, because the elliptical machine contained a manufacturing defect.
- B. Deny the motion, because the health club purchased the machine directly from the manufacturer.
- C. Grant the motion, because the health club is a service provider.
- D. Grant the motion, because the member exculpated the club's liability.

Explanation:

Strict products liability claims can only be brought against **commercial suppliers or sellers**. This means that the defendant must be in the business of selling or otherwise distributing the type of defective product that harmed the plaintiff. Accordingly, those in the **business of providing services** are **not subject to strict products liability**.

Health clubs are in the business of providing fitness services to its members, including access to facilities and equipment—not selling exercise machines like the one that injured the member. As a result, the health club's motion to dismiss the member's complaint should be granted.

(Choice A) Because the elliptical machine contained a **manufacturing defect**, commercial suppliers or sellers of the machine can be held strictly liable for the member's injuries caused by the defective machine. But service providers like the health club cannot.

(Choice B) Any commercial supplier or seller in the chain of distribution (eg, wholesaler, retailer) can be sued for strict products liability if the product in question was defective when it left the supplier or seller's control. Had the health club been in the business of selling exercise machines to its members, it could have been liable for the member's injuries regardless of whether it purchased the machine directly from the manufacturer.

(Choice D) An exculpatory agreement (eg, the waiver absolving the health club of liability) does not bar an otherwise valid strict products liability claim for personal injury or property damage.

Educational objective:

Strict products liability claims can only be brought against commercial suppliers or sellers—ie, those in the business of selling or otherwise distributing products of the type that harmed the plaintiff. Service providers are not subject to strict products liability.

References

Restatement (Third) of Torts: Prods. Liab. §§ 1, 20 (Am. Law Inst. 1998) (liability of commercial suppliers).

Commercial supplier/seller
(subject to strict
products liability)



Service provider
(not subject to strict
products liability)

