For contemporary instances involving liability and tort, the one involving the iHiker is complicated. It mingles traditional product liability with technical challenges. I would explore the potential liabilities of iHiker in terms of strict liability, negligence, and contractual protections, drawing on concepts from the textbook (Cheeseman, 2023).

Liability Under Negligence or Strict Liability Theory

According to the negligence theory, liability arises in iHiker when the company demonstrates that its duty of care has been breached, which in turn leads to a foreseeable injury. When someone fails to perform the duty of a reasonable person, negligence occurs (Cheeseman, 2019). For the abovementioned case, this involves a reasonable professional standard. Properly untested algorithms and an ignored datasheet containing incorrect trial data led to a breach of duty. To exemplify the negligence, the plaintiff needs to showcase four essential components, such as "duty, breach, causation, and injury," to prove negligence (Cheeseman, 2023).

Strict liability serves the daunting task of holding both the sellers and manufacturers accountable for any damage that occurs from a defective product. Strict liability applies to sellers in the business of selling products (Cheeseman, 2023). Here, the ultimate legal question seems to be whether the navigation software by iHiker is a service or a product. Service sectors do not fall under the provisions of strict liability. Contrarily, the commercial software is mostly considered as a product (Simons, 2023). When a faulty design shows up, such as a faulty algorithm that deludes hikers into risk-prone areas, iHiker would be strictly liable for the resulting injuries.

Potential Damages

In case the iHiker gets liable, the court may impose multiple types of damages to sue them. They can impose "compensatory damages" that purposefully help the victim with everything, such as

the lost wages, medical bill coverage, and pain and suffering. In case otherwise, punitive damage gets awarded by the court, the defendant gets punished and demotivated from conducting similar issues in the future. Just like, in case iHiker had all the knowledge regarding the risk-prone faults, and they delayed solving the issue willfully to stick to a release timeline, a jury might call for punitive damages, underlining the "willful disregard" for safety and protection.

Express Warranties to Include

iHiker may jot down the risk management strategy to be clear enough in its express warranties. Express warranty in accrual is a promise by a seller considering certain quality output and professional standard of the product (Cheeseman, 2023). iHiker should at least serve with a limited warranty referring to the substantiality of the software for a pre-approved period. A vital point that should be kept in mind is that the company should avoid using phrases like "100% accuracy" or "guarantee" to stop involuntary absolute safety claims.

Specific Warning to Limit Potential Liability

Warnings must be clear enough and legally binding. Manufacturers must alert users about any foreseeable misuse and risks of a product (Cheeseman, 2023). iHiker should amalgamate specific warnings like "GPS Limitation Warning" into the product that communicates about the risks. They can also include a "Supplemental Use Warning" telling that the app is not an up-to-date alternative for skilled hikers using a compass and a map traditionally.

Case: *"Brocklesby v. United States, 767 F.2d 1288 (9th Cir. 1985)"*

The case shows how a publisher was strictly liable for an aeroplane crash after he made a faulty navigation chart. The publisher had used statistics from the government, and there was the ultimate fault. Still, the court found that the chart was a "product" made by the publisher on

which the pilots relied for the accuracy and safety of passengers. This case represents that, in case a digital map is used for navigation, courts will treat it as a product, making the developer accountable for faulty data.

References

Cheeseman, H. R. (2023). Business law (11th ed.). Pearson.

Simons, K. W. (2023). The Role of Tort Theory in the Third Restatement of Torts: An Explanation and Defence. *Sw. L. Rev.*, *52*, 428.