

13-1403. Foreseeable risk of injury; misuse.

The supplier has the duty to consider foreseeable risks of injury. This duty is limited to use of the product for a purpose or in a manner which could reasonably be foreseen.

Where an injury is caused by a [risk] [or] [misuse of the product] which was not reasonably foreseeable to the supplier, [he] [she] [it] is not liable.

USE NOTES

This instruction will ordinarily be given in every products liability case. (There are cases where giving the instruction would create a false issue.) It is given immediately following UJI 13-1402 NMRA if a negligence theory is submitted and immediately following UJI 13-1406 NMRA if the only theory submitted is strict liability in tort.

The product misuse doctrine is a rule that the supplier is responsible for risks arising from foreseeable uses. A plaintiff must prove that the claimed injury results from a foreseeable use of the product. However, the bracketed phrase "misuse of the product" is only used in cases where product misuse has become an issue and is supported by sufficient evidence.

[As amended, effective November 1, 1991.]