

## TRAVELLER INFORMATION FORMS

### Antarctica Encompassed on board the MV Sea Spirit

Departs 26 February 2019

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Dear Antarctic Traveller

We are thrilled to have you join us on this incredible adventure to Antarctica. Please note all forms must be returned NO LATER THAN 100 DAYS prior to departure.

**The following forms are required by all passengers:**

- Passenger Information Form
- Medical Information Form
- Parka and Boot Size Form
- Cruise Contract
- Zodiac Liability Waiver Form

**Additional forms for some passengers:**

- If you are pregnant at time of travel a Pregnancy Waiver Form is required
- If you are travelling with a child under 18 years of age at time a Child Waiver Form is required

To obtain these forms please contact your Booking Agent.

# 1. PASSENGER INFORMATION FORM

International Maritime Regulations require that we create a manifest for each expedition. To fulfil our obligation certain information is required. Therefore, every member of an expedition must complete this Personal Information Form. The deadline for submission is no later than 100 days prior to departure.

Please note: our expeditions are conducted in English; therefore, all forms and documents are provided in English, and must be completed in English.

## PERSONAL INFORMATION

Your name as it appears on your passport:

Title: ..... First name: ..... Middle Name: ..... Last name: .....

Male  Female

Mailing Address: Address 1: .....

Address 2: .....

City: .....

Postcode: .....

State: .....

Country: .....

Email address: ..... Phone number: .....

Date of Birth: ..... / ..... / ..... (Day/Month/Year)

## PASSPORT INFORMATION

Please note that your passport must be valid for 6 months beyond the date of return.

Passport number: ..... Country of birth: ..... Citizenship: .....

Date of issue: ..... / ..... / ..... (Day/Month/Year) Date of expiry: ..... / ..... / ..... (Day/Month/Year)

Country in which your passport was issued: .....

## EMERGENCY CONTACT INFORMATION

Please provide details for someone who we can contact in case of an emergency.

Name: ..... Relationship: .....

Phone number: ..... Email address: .....

## BEDDING CONFIGURATION

Beds on the Sea Spirit can be configured as two twin beds or one queen bed. If you prefer one queen bed, please indicate below. Please, note that in case of a triple cabin a queen can be provided only when all passengers in the cabin know each other.

Queen bed preferred



## TRAVEL INSURANCE

All passengers are required to carry valid travel insurance. This insurance must contain medical, evacuation and repatriation coverage and should include cancellation and trip interruption as well. As any potential evacuation from Antarctica can cost up to \$150,000 and from Arctic up to \$100,000, we strongly recommend that no policy carry less than this amount of coverage.

Travel Insurance carrier: .....

Policy number: ..... 24 hours phone number: .....

## RESPONSIBILITY

Poseidon Antarctic Voyages is a qualified tour operator that organizes and administers its polar voyages. Poseidon Antarctic Voyages will provide services in conjunction with local operators and air and sea operators. The designated operator(s), in turn, acts only as an agent for any transportation carrier, hotel, ground operator, or other suppliers of services connected with these tours ("other providers"), and the other providers are solely responsible and liable for providing their respective services. The passenger tickets in use by the carriers shall constitute the sole contract between the carriers and the passenger; the carriers are not responsible for any act, omission, or event during the time participants are not aboard their conveyances.

Poseidon Antarctic Voyages and its designated service providers shall not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. The participant waives any claim against Poseidon Antarctic Voyages for any such loss, damage, injury, or death.

By registering for a Poseidon Antarctic Voyages expedition cruise, the participant certifies that he/she does not have any mental, physical, or other condition or disability that would create a hazard for him/herself or other participants. Poseidon Antarctic Voyages and its designated tour operator reserve the right in their sole discretion to accept, decline to accept, or remove any participant from a voyage. Poseidon Antarctic Voyages reserves the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant, or if they deem it necessary for the comfort, convenience, or safety of participants.

Neither Poseidon Antarctic Voyages, nor its service providers shall be liable for any air carrier's cancellation penalty incurred by the purchase of a non-refundable ticket to or from the participant's departure city and fees for data changing. Baggage and personal effects are always the sole responsibility of the participant.

Itinerary is an approximate guide and that the actual itinerary will be determined day to day depending on weather. The sea crossings between the Falklands and South Georgia and South Georgia and the Peninsula are quite long (around two full sea days) and sometimes the timing of these crossings needs to be adjusted to align with suitable sailing weather. If the actual itinerary is changed to allow for weather (or other factors) then the client agrees that this is the nature of expedition cruising and that no compensation will be offered because of the itinerary changes.

By your signature below you accept the terms above and acknowledge having received and read the Poseidon Antarctic Voyages Terms and Conditions.

Signature of traveller: .....

Date: .....

(or parent/representative, for a minor)

## 2. MEDICAL INFORMATION FORM

Every participant on a Poseidon Antarctic Voyages expedition must complete Section 1 of this form. If you check off any of the listed medical conditions in that section, then you must complete Section 2 of this form. The deadline for submission is no later than 90 days prior to departure.

Please note: our expeditions are conducted in English; therefore, all forms and documents are provided in English, and must be completed in English.

Ship Name: ..... Embarkation date: .....

Your name: ..... Age at time of sailing: .....

### SECTION 1

Do you have any dietary restrictions?

No  Yes. Please specify .....

Are you sensitive or allergic to some medications or substances?

No  Yes. Please specify .....

Which medications are you currently or routinely taking? .....

Check all applicable medical conditions or problems. Please be honest with us and yourself in reporting any medical conditions. We travel to remote and sometimes inaccessible areas and opportunities for medical care can be very limited. If none apply please remember to check the last box on this page.

• NEUROLOGIC:

Stroke  Neuropathy  Multiple Sclerosis  Parkinson's disease  Memory disorders  
 Disorders of balance  Seizures/epilepsy  Intellectual impairment

• MUSCULOSKELETAL/ORTHOPEDIC:

Any joint replacement or prosthetic  Amputation  Muscle disorder/dystrophy  
 Myasthenia Gravis  ALS

• AMBULATION AND GAITISSUES:

Use of assistive devices (canes, walkers, braces.)  Vertigo

• SENSORY:

Blindness or visual impairments besides corrective lenses  Glaucoma

• GASTRO-INTESTINAL:

Inflammatory bowel disease  Crohn's disease  Liver disease  Colostomy

• CARDIO-VASCULAR (heart):

Bypass or angioplasty or stenting  Heart attack  Heart failure  Valvular heart problems  Pacemaker or defibrillator  Aortic Aneurysm  Arrhythmia

• PULMONARY (lung):

Asthma  COPD or emphysema  Pulmonary emboli (PE)  Ever require ventilator for asthma or COPD?

• URINARY (kidney and bladder):

Prostate problems  Bladder retention  Chronic renal failure  Inguinal hernia

• ENDOCRINE, IMMUNOLOGY AND HEMATOLOGY:

Diabetes  Chronic steroid use  Other endocrine problems: .....

• CANCER:

List history of any active or ongoing cancer: .....

• MENTAL HEALTH AND PSYCHIATRIC:

Depression  Bipolar disorder  Schizophrenia  Alcoholism  Substance addiction



• PREGNANCY:

Women who will be in the 13<sup>th</sup> through 22<sup>nd</sup> weeks of pregnancy during the entire voyage are welcoming with explicit doctor's permission and an additional waiver

NONE OF THE ABOVE APPLY

## SECTION 2

If you checked at least one of the medical conditions listed on page 7, Section 1, you and your physician must complete Section 2 below. Each of you must sign in the designated spaces at the end of Section 2.

If you checked "None of the above apply!" box, please skip Section 2 and complete the Good Health Waiver Section 3 at the end of this form (page 10).

Please note that the ship's physician, insurance companies, evacuation companies and select personnel will have, or may need access to, your medical records.

Your name completed: .....

Name of physician and specialization: .....

Phone number: ..... Fax number: .....

Email: .....

Office address: City: ..... State: .....

Zip code: ..... Country: .....

1) Please list any establishes medical conditions, infirmities or disabilities. Provide an indication of severity and stability of problem. If available, attach a copy of a recent EKG:  
.....

2) List all prescription medicines currently taken by this patient. If more space is needed, attach a separate sheet.  
.....

3) Have you been hospitalized or had a surgery during the last five years?

No  Yes. Please specify when and why: .....

4) Do you have mobility limitations?

No  Yes. Please elaborate: .....

5) Please, describe any mobility aids used: .....

6) If applicable, how many weeks pregnant will you be at date of embarkation? .....

Women who will be in the 13<sup>th</sup> through 22<sup>nd</sup> weeks of pregnancy during the entire voyage are welcome on a Poseidon Antarctic Voyage expedition.

Physician's signature: ..... Date .....

Patient's signature: ..... Date .....

(or parent/representative, for a minor)

## SECTION 3

### GOOD HEALTH WAIVER

I attest that I am in good health and mobility, and capable of performing normal activities on this expedition. I can climb steep stairs. I further attest that I can care for myself during the expedition, and that I will not impede the progress of the expedition or the enjoyment of others aboard. I understand that this expedition will take me far from the nearest medical facility and that all expedition members must be self-sufficient. I am further aware that an emergency evacuation may be unavailable, expensive, or delayed. I understand that the medical facilities and attention available aboard the ship are limited to basic first aid care. Additionally, I acknowledge that emergency medical assistance may be necessary in extreme cases and I authorize the ship's physician to initiate such assistance if deemed necessary.

Name: .....

Signature of traveller: .....

Date .....

(or parent/representative, for a minor)

### 3. PARKA AND BOOT SIZE FORM

Name as in passport: .....

#### PARKA FORM

Special expedition clothing is necessary for your expedition. For us to make good parka provisions for your voyage, please, pick your size from the chart given below. Please, pay attention to the fact that you shall wear your parka over heavy sweater. Please, carefully consider that having the sweater and the parka on, you should be able to move and breeze freely.

*Your parka will be given to you aboard the vessel. Please, choose from the following:*

Please choose	Height, centimetre	International size
<input type="checkbox"/>	158	X-Small
<input type="checkbox"/>	164	Small
<input type="checkbox"/>	170	Medium
<input type="checkbox"/>	176	Large
<input type="checkbox"/>	182	X-Large
<input type="checkbox"/>	188	XX-Large
<input type="checkbox"/>	188	XXX-Large

#### BOOT SIZE

We provide rubber boots for the duration of the voyage. Please circle the size that best fits your feet; if you're a half-size, round up. If you're outside of this size range, or have feet/calves which are difficult to fit, please bring a pair of water- proof boots that you know fit well.

##### Adult Sizes

US Men's	4	5	6	7	8	9	10	11	12	13
US Women's	5	6	7	8	9	10	11	12	13	14
EURO	35/36	37	38	39	40/41	42	43	44	45/46	47
UK	3	4	5	6	7	8	9	10	11	12

My boot size: .....

Comments: .....

Your name and signature: .....

## 4. CRUISE CONTRACT

Important notice to passengers:

CAREFULLY READ THESE CRUISE CONTRACT TERMS AND CONDITIONS, ESPECIALLY SECTION 10 TO 16, WHICH LIMIT YOUR RIGHT AND TIME TO SUE AND THE AMOUNT OF THE CARRIER'S LIABILITY. BOTH THE PASSENGER AND THE CARRIER ARE LEGALLY BOUND BY THIS CONTRACT.

### 1) DEFINITIONS OF WORDS USED IN THIS TICKET AND CONTRACT

**Ticket** – means the entire document including the Ticket coupon and the Cruise Contract Terms and Conditions.

**Contract** – means the Cruise Contract Terms and Conditions.

**Passenger** – means anyone buying this Ticket, or using, traveling under or named on it.

**Carrier** – means the company and Vessel named on the Ticket coupon, her owners, charterers, managers and operators, any substituted or connecting Vessel and all launches and watercraft belonging to the Vessel or owned or operated by any of the above, and the Master, Officers and crew of the Vessel, launches and watercraft.

**Cruise** – means the voyage “from” and “to” the port or substitute port and for the dates or substitute dates, if any, shown on the Ticket coupon.

**Baggage** – means trunks, suitcases, handbags, carrying cases, valises, satchels, bundles and other containers containing the Passenger's wearing apparel and personal effects and property but excluding items referred to in Section 11(a)

**Vessel** – means the ship named on the Ticket coupon, any substituted or connecting ship, and all launches and all watercraft belonging to the ship or owned or operated about the ship.

### 2) PASSENGER'S OBLIGATIONS BEFOREBOARDING

Among other things, each Passenger before boarding MUST:

- Pay the full fare.
- Arrive to the city of embarkation at least one day prior to embarkation date (note: this is recommended, not mandatory).
- Have in his possession:
  - His ticket;
  - A valid passport;
  - All necessary visa;
  - A medical card showing all necessary vaccinations and inoculations;
  - All other papers necessary for scheduled ports of call and disembarkation.
- Complete all examinations needed and be healthy enough physically and mentally to undertake and complete the Cruise. If requested by the Carrier, a Passenger must also have in his possession before boarding, a physician's certificate certifying that he is physically fit and capable to undertake and complete the Cruise.
- Notify the Carrier in writing as soon as possible about all illnesses, disabilities or pregnancy or any other conditions for which the Passenger may require medical or special attention during the Cruise.
- Have an adequate supply of all medicines and medical supplies needed as they may not be available on board the Vessel.
- Mark each piece of Baggage with his full name and address, name of Vessel, cabin number and destination.
- Declare and pay for, in cash in US dollars, all excess Baggage above 250 pounds or 25 cubic feet. (See Section 11(d)).
- Obtain his own insurance for all Baggage and other private property.
- Not bring or have aboard any firearms, flammable, inflammable or hazardous items, controlled or prohibited substances or drugs, contraband or items prohibited by any country or port to be visited.
- Be sure to have read and understood the entire Ticket and Contract.

### 3) GENERAL PROVISIONS

Authority to Agree. In buying this Ticket the Passenger states that he is authorized by or on behalf of any Passenger named on, using or traveling under this Ticket (including any minor) to agree to all the terms and conditions of this Ticket and Contract and by accepting and/or using this Ticket, each Passenger agrees that he will be legally bound by all the terms and





conditions of this Ticket and Contract with the same force and effect as if such Passenger had signed this Ticket. No Transfer. This Ticket is between the Carrier and the Passenger. It cannot be sold, assigned or transferred to any other person without the prior written consent of the Carrier

No Third-Party Responsibility. This Ticket and Contract is only with the Carrier named on the Ticket. No other person or company shall be responsible in any way to the Passenger.

Limitations Apply If Third Party is Held Responsible. However, if any other person or company is held responsible or liable to the Passenger, all benefits, limitations, exonerations and exemptions from liability, defenses and immunities referred to in this Contract or under law or treaty or from any other source, apply to such person or company and their vessels, agents, servants, employees, masters, crew, physician and stevedores.

Contract Continues. This Contract remains in effect for all times when the Carrier is under any responsibility to the Passenger or the Passenger's Baggage.

No Oral Changes. No change to or waiver of any of the printed items on this Ticket or Contract can be effective unless it is in writing and signed by a corporate officer of the Carrier or its general agent and may require an increase in fare. Any change must refer to the Passenger and Ticket coupon number if any and Cruise. Any waiver by the Carrier of any of its rights under this Contract, or failure to assert or enforce such rights, does not affect any other rights of the carrier, and such waiver will not affect even the same right when the Carrier may decide to apply or enforce that right.

Invalid Terms or Applications do not affect Remainder. If any of the terms or conditions of this Contract or any application thereof is found void, invalid or unenforceable, the remaining terms and conditions of this Contract shall continue in full force and effect for all other purposes.

#### **4) PASSAGE MONEY AND FARE**

Payment of Fare. The Fare shown on the Ticket coupon is the fare in effect on the date of issue of the Ticket. The fare is fully earned by the Carrier upon sailing, is subject to all other provisions in this Contract and shall not be refunded except as otherwise provided in this Contract. Refunds are also expressly subject to the cancellation policies and provisions of any travel agency or tour operator with whom the Passenger arranges for purchase of this Ticket, which policies or provisions, to the extent they are not inconsistent with this Contract or not more favorable to the Passenger, are incorporated herein. Increase in Fares. The Carrier reserves the right to increase the fare on at least thirty (30) days' notice before the departure date shown on the Ticket coupon.

In such event, the Passenger has the option within five (5) days of such notice to accept and pay the Carrier the increase in fare or to notify the carrier that he cancels this Ticket, in which event he will receive a full refund.

What is Covered by Fare. Unless otherwise stated in the Cruise program or literature for which this Ticket is issued, the fare shown on the Ticket coupon, or as otherwise agreed to in writing, includes Cruise passage, food and accommodations while on board the Vessel. The fare does not include tobacco, alcoholic or special beverages (bottled or tap) (except welcome and farewell cocktails) miscellaneous extras, personal needs or medical care. Such goods and services, if available for purchase aboard the Vessel, are at the Passenger's own expense. Payment for all such goods and services including any charges for extra Baggage must be made in cash in US dollars (or other currency acceptable to the Carrier) upon demand by the Carrier prior to the Passenger's disembarkation.

Governmental and Other Fees. Taxes, port charges, embarkation and loading expenses, stamps, health fees and any other charges whatsoever imposed by governmental authorities in any port or place shall be for the account of the Passenger. If they are paid by the Carrier, the Passenger shall reimburse the Carrier before disembarkation.

#### **5) CANCELLATION BY PASSENGER**

If the Passenger does not use this Ticket for the Vessel and Cruise shown thereon or other Vessel substituted by the Carrier, or if the Ticket is lost or mislaid by the Passenger, the Carrier reserves the right to cancel the Passenger's Ticket and to retain any fare paid without refund.

## **6) NO STOPOVERS OR DISEMBARKATION AT INTERMEDIATE POINTS WITHOUT APPROVAL; FAILURE TO MAKE SAILING**

Written Approval Required. Stopovers (getting off from the Vessel at an intermediate port or place) will be allowed only if as shown on the Ticket coupon or with prior written approval of the Carrier. All stopovers shall be at the Passenger's sole risk and the Carrier shall not be or become liable to or responsible for the Passenger in any way while the Passenger is not on board the Vessel.

Unauthorized Disembarkation. If the Passenger interrupts the Cruise and gets off the Vessel at an intermediate port or place without either provision in the Ticket or the prior written approval of the Carrier, the Passenger does so at the Passenger's own risk and expense.

No refund will be made in such cases. If disembarkation violates any law, including United States Code, Title 46 Section 289, the Passenger shall be liable to reimburse the Carrier for any penalty provided by statute, law or governmental regulation.

Failure to make Sailing. If a Passenger misses any scheduled sailing of the Vessel from any port or place, including any stopover, the Carrier shall not be liable for any costs, expenses or damages incurred by the Passenger as a result thereof, and the Passenger shall not be entitled to any refund of the fare.

## **7) ACCOMMODATIONS, QUARANTINE, NO PETS OR ANIMALS**

Adherence to Rules. All Passengers must abide by all the terms and conditions of this Contract and all "Rules" and "Regulations" posted on the Vessel. Any questions a Passenger may have should be directed to the Carrier, its general agent, or the Vessel's Master or Purser.

Accommodation. Any Passenger who does not arrange definite accommodations (stateroom or berth) when purchasing the Ticket may be assigned to any accommodations selected by the Carrier. Accommodations assigned must be paid for at the regular rate for those accommodations.

Berths. The Passenger is not entitled to use of an entire stateroom unless all berths therein are bought and paid for by the Passenger.

Unoccupied berths may be filled by the Carrier at intermediate ports unless the fare for the entire stateroom has been paid by the Passenger.

Changes in Accommodations. If, in the opinion of the Master, the Carrier or its agents, the arrangement of booked accommodations must be altered, the Carrier shall have the right to allocate other accommodations to Passengers. The fare and the standard of accommodations will, if possible, be substantially the same. If the Carrier is unable to offer such alternative accommodations, the Carrier may cancel this Ticket and refund any unused fare, and the Passenger shall have no other claim against the Carrier.

Immigration and Related Requirements. It is the Passenger's sole responsibility and risk to satisfy all requirements of all immigration, port or health authorities of the port(s) of disembarkation and of the country of ultimate destination including but not limited to passports, visas, vaccination, inoculations, health certificates and all other documents required.

It is the Passenger's sole responsibility to meet all requirements to immediately land at any port and be finally and without delay accepted in the country or countries. The Passenger must repay the Carrier for any damages, expenses or fines the Carrier may incur because of non-compliance with any of these requirements. The Carrier, its officers, employees, servants or agents are not liable for any information or advice they may give about these kinds of requirements. The Carrier shall not in any circumstances whatsoever and if such documents are held or produced by the Passenger, be liable for the consequence of any insufficiency or irregularity in such documents or the non-compliance by the Passenger with any laws or governmental regulations.

Involuntary Disembarkation of Passenger. The Carrier may disembark any Passenger at any port or place or at any time, or transfer the accommodations of or confine to a cabin, any Passenger:

who may be suffering from contagious or infectious disease; whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of himself, other Passengers, the Vessel, its officers or crew, or who, in the Master's opinion, might be excluded from landing at any port or place by immigration or other governmental authorities. The Carrier shall not be liable for refusing to carry or for disembarking a Passenger and the Carrier shall be entitled to be reimbursed by



the Passenger refused carriage or disembarked, for any expense that the Carrier may be put to on this account, including commissions paid to agents. Such Passenger shall not be entitled to a refund of all or any portion of the fare and/or compensation of any kind whatsoever.

Quarantine. In the case of quarantine of the Vessel or other condition requiring detention of any Passenger, the Passenger shall bear all risks and expenses incurred thereby. The Passenger agrees to pay the Carrier's charges for the Passenger's food and accommodation during the period of detention, payable day by day, if the Passenger is maintained on board the Vessel, and for all other quarantine fees and expenses assessed or incurred on his account.

Refusal of Permission to Land. If immigration or other government authorities refuse a Passenger permission to land, or give orders for deportation, no claim by the Passenger against the Carrier on that account shall be valid.

No Pets. No pets or animals are allowed on the Vessel.

#### **8) THE RIGHT TO PHOTOGRAPH THE PASSENGER**

The passenger expressly gives and grants the Carrier the right to photograph the Passenger during the term of this contract and to use of and to permit others to make use of Passenger's name, voice, pictures, photographs and other likeness for promoting and publicizing the expeditions of Poseidon Arctic Voyages, Ltd. DBA Poseidon Expeditions in all media.

#### **9) CARRIER NOT LIABLE FOR PASSENGER'S MEDICAL CARE**

Medical Services on Vessel. The Carrier does not undertake that some physician or medical personnel will be aboard the Vessel. If the Vessel does carry some physician or medical personnel, then they are independent contractors and work directly for the Passengers. Any physician or other medical personnel that renders emergency treatment and/or performs medical or surgical services, does so at the rates fixed in the "Schedule of Physician's Charges" posted aboard the Vessel or as otherwise agreed to, or in the absence thereof, then at customary rates.

Consent of Treatment. If, in the opinion of the Carrier, a Passenger in need of medical or surgical services is unable to request it, the Passenger hereby expressly consents to such treatment, if any, and to pay the cost thereof charged by the Vessel's physician or other physician or medical personnel designated by the Carrier who in doing so is acting on behalf of the Passenger.

Treatment at Passenger's Risk. All medicines and all medical or surgical services furnished by the Vessel's physician, if any, or any other physician or medical personnel (all of whom are engaged by the Passenger as independent contractors) or ship's officers, employees or agents of the Carrier, shall be and are accepted by and at the Passenger's sole risk and expense, and the Carrier shall not be responsible for the quality, nature or consequence thereof.

Passenger's Obligation to Report Medical Conditions. Before this Ticket is issued, the Passenger must report to the Carrier or its general agent, all pre-existing illness, disabilities or pregnancy and all other conditions for which the Passenger may require medical attention during the Cruise. If any such condition arises after the Ticket is issued, the Passenger must report all such conditions to the Carrier, Purser or Vessel's Master or physician, if any, before boarding, or if the Passenger has boarded the Vessel, then before the Vessel leaves port. The Carrier, Vessel and the Vessel's physician, if any, shall have no liability about any such condition.

Lack of Obligation to Examine Passenger. Neither the carrier, nor the Vessel's physician, if any, has any obligation to examine any Passenger for any purpose prior to boarding or sailing.

Refusal of Passage. The Carrier reserves the right to refuse passage to a Passenger who has failed to give proper notice of any disability, illness, pregnancy or other condition requiring exceptional care, attention or treatment or who in the Carrier's sole opinion is physically or mentally unfit for the Cruise. In such event, the Passenger is not entitled to any refund of fare.



## **10) CARRIER'S RIGHT TO CANCEL, SUBSTITUTE VESSELS AND CHANGE SCHEDULES AND PORTS**

**Changes in Vessel and Schedule.** The Carrier may at any time, without notice, cancel or change the date of sailing or substitute vessels. The Passenger will have no claim against the Carrier for hotel or board bills, traveling expenses or other loss, delay, inconvenience or expense whatsoever because of any change, or delay of sailing or in arrival of the Vessel.

**Approximate Schedules.** Sailing schedules and times of arrival and departure are only approximate and may be altered in the discretion of the Master or Carrier. Costs of food, accommodations and other expenses ashore are the sole responsibility of the Passenger, even if incurred while awaiting transshipment or a connecting carrier.

**Deviations.** Before or after the commencement of the Cruise, the Vessel and her Master shall have liberty to: proceed without pilots; tow and assist vessels, including those of the Carrier, in all situations; deviate from the usual advertised or scheduled route; put back to or into or to call or stop, or omit to call or stop, at any port or place, on land or at sea, in or out of the route of the usual, advertised or scheduled Cruise, even though doing so may involve going backwards or away from the port of destination; adjust compasses; drydock, go on ways and/or be towed. These things may be done for any reasons which are sufficient in the judgment of the Carrier or the Master, including but not limited to, offering or rendering assistance to preserve life or property.

**Governmental and Underwriters' Orders.** The Vessel and Master shall have the liberty to comply with all orders given by governmental or ruling authorities and the underwriters of the Vessel and the Carrier.

**Interruption of Cruise.** If the Vessel's Cruise is interrupted or if the Vessel is unduly delayed or prevented from proceeding in the ordinary course by; act of God; perils of the sea, harbors, rivers, or other navigable waters; act of any governmental or ruling authority; epidemic; collision; stranding; fire; faults or errors in navigation or management of this or of any other Vessel; seizure of the Vessel under legal process; any abrupt or unexpected increase in the cost of fuel or shortage of fuel; war; hostilities; riots; strikes or labor stoppages; or any other cause or circumstance beyond the Carrier's responsibility or control, the Carrier shall have the right, in its sole discretion, to terminate the Cruise and to land the Passenger and his Baggage at any port or place at which the Vessel may call at or may then be.

In such event, this Contract shall be considered to have been fully performed as if the Cruise were completed and the responsibility of the carrier shall cease without any liability on the part of the Carrier to refund any part of the fare. If the Carrier cancels the Cruise for any one or more of the reasons set forth above and the Passenger has not yet embarked, the responsibility of the Carrier shall cease upon such cancellation without any liability on the part of the Carrier to refund any part of the fare.

**Changes in Ports.** If the Master or Carrier, for any reason whatsoever consider it necessary or desirable in the good management of the Vessel or of the Carrier, they may cause the Vessel not to make calls at any port or ports or to land or board Passengers or their Baggage. A Passenger scheduled to land at an omitted port or place of destination may be landed with his Baggage at the next practical port of call without any liability on the part of the Carrier. The Passenger must bear all expenses to such omitted port or place of destination.

**Carrier's Lien.** The Carrier shall have a lien on (claim against and right to sell) the Baggage, money (including the fare) and any other property accompanying the Passenger to satisfy any claims it may have against the Passenger. The Carrier may enforce this lien by public or private sale in any manner and without notice except where required by applicable law.

**Indemnity by Passenger.** The Carrier shall have the right to be indemnified by the Passenger for all penalties, fines, charges, losses or expenses imposed upon or incurred by the Carrier or the Vessel because of the Passenger, or a minor or any other person in the Passenger's care, included but not limited to any damage to the ship, any environmental damage or pollution.

## **11) REGULATIONS CONCERNING BAGGAGE, PERSONAL PROPERTY AND CARRIER'S LIABILITY THEREFOR**

**Limitation of Shipments and Liability.** The Carrier does not undertake to carry as Baggage any electronics, computers, merchandise, samples, furniture, household goods, tools of trade, property of persons other than the Passenger, pictures, works of art, perishable or breakable goods, glassware, liquids, bric-a-brac, money, securities and notes if negotiable, documents, valuables, gold, silver, silverware, precious stones and metals or jewellery. If any such items or articles are brought aboard, the Passenger expressly agrees that the Carrier shall have no liability as bailee or Carrier or in any other capacity for loss or damage howsoever caused, even if by the negligence of the Carrier.

**Forbidden Items.** The Passenger is not allowed to bring on board items or articles, the importation or exportation of which



may be forbidden, or which do not conform to the customs or police regulations or the laws of any country to which the Vessel may go during the Cruise. A Passenger who violates this rule will be held liable for all resulting fines, losses, damages or delays.

**Hazardous Items.** The Passenger is not allowed to place in Baggage any firearms or any flammable or in- flammable matter of any kind, such as matches, gunpowder, fireworks, cigarette lighters, cartridges, films, etc. The Carrier may dispose of or destroy such items without liability. The Passenger will be liable for the full amount of all loss, damage or delay to the Vessel or her cargo and for all injury to, or death of any of the Passengers, officers or crew or other persons caused by such hazardous articles brought on board by the Passenger.

**Allowable Weight or Cubage.** Each Passenger can bring aboard Baggage not exceeding 250 pounds (113kilogram) in weight and not exceeding 25 cubic feet (0.7 cubic meters) in volume. The Passenger shall be charged for Baggage in excess thereof at the Carrier's current rate.

**Limitation of Carrier's Liability with Respect to Baggage.** The Carrier's liability, if any, (and if excess Baggage is carried, declared and paid for) is limited to in respect of cabin baggage – the sum, equal to Two Thousand Two Hundred and Fifty (2250) 2Special Drawing Right as defined by the International Monetary Fund in the event of loss, damage, or delay to any or all of the Passenger's Baggage.

The fare for the Cruise and the rate charged for excess Baggage are based in part on this limitation of Carrier's liability.

**Marking of Baggage.** Each piece of baggage shall be marked with the Passenger's full name and address, cabin number, destination, and Vessel's name. The Carrier shall not be liable for loss, damage or delay resulting from the Passenger's failure to clearly mark each piece of Baggage as directed.

**Unclaimed Baggage.** Baggage remaining unclaimed on arrival of the Vessel will be delivered to the Customs or other authorities and stored as designated by them and at the Passenger's sole risk and expense. (h)Safe Deposit. A reasonable amount of space in a deposit box or safe on board, if the Vessel is so equipped, will be allowed to a Passenger upon request. But in consideration of the Carrier furnishing such deposit box or safe without extra cost, the Carrier's liability, if any, for loss of, or damage to, any items de- posited therein shall neither be created nor increased beyond the limits set forth in Section 10(e) hereof by reason thereof. **Notice Required for Baggage Claim.** Loss of or damage to Baggage during loading or dis- embarking must be reported by the Passenger to Carrier, Master, or Purser or other Vessel officer, prior to departing the Baggage pickup area. The Carrier shall not be responsible for any such loss or damage which is not sore ported.

**Suit Time for Baggage Claim.** No suits shall be maintainable against the Vessel or the Carrier upon any claim in connection with this Contract relating to Baggage or any other property unless written notice of the claim, with full particulars, is delivered to the Carrier or its agent at its office at the port of sailing or at the port of termination within twenty-four (24) hours after termination of the Cruise. In no event shall any suit for any cause against the Vessel or Carrier with respect to Baggage or other property be maintainable unless such suit shall be commenced within two (2) years after disembarkation of the passenger. **Unchecked Baggage.** The Carrier does not assume any responsibility for unchecked Baggage, nor for any items or articles which the Passenger retains under personal control in a cabin or elsewhere. In no event will the Carrier be liable for any damage to or loss of Baggage not in its custody.

**General Average.** The Passenger will not be liable to pay or entitled to receive any contribution in General Average in respect of Baggage taken with him on the Vessel.

## **12) CARRIER AS AGENT FOR OTHERS: USE OF SERVICES**

**Carrier as Agent.** When the Carrier sells to the Passenger tickets, coupons, vouchers or authorization or makes arrangements for shore excursions, tours, travel or for transportation, conveyance, hotel accommodations, meals or other goods or services, the Carrier acts only as agent for those persons who, as independent contractors, own, furnish, operate, conduct, provide or handle such goods or services.

The Passenger expressly agrees that the carrier shall not be or become liable or responsible in any way for any act or omission pertaining to such goods or services or for loss, damage, delay, injury, illness or death to person or property arising out of or in connection with such goods or services so offered or provided.



Passenger's Use of Services. The Passenger using the services of the Vessel's barber, hairdressing, manicurist, or other personal service personnel, if carried on board, or athletic or recreational equipment, facilities or supplies, does so at the Passenger's own risk and expense.

### **13) GENERAL LIMITATIONS ON CARRIER'S LIABILITY**

For the loss suffered as a result of the death of or personal injury to a passenger caused by a shipping incident, the Carrier shall be liable to the extent that such loss in respect of that passenger on each distinct occasion does not exceed 250,000 units of account, unless the carrier proves that the incident: (a) resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character; or (b) was wholly caused by an act or omission done with the intent to cause the incident by a third party. If and to the extent that the loss exceeds the above limit, the carrier shall be further liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the Carrier.

For the loss suffered as a result of the death of or personal injury to a passenger not caused by a shipping incident, the Carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the Carrier. The burden of proving fault or neglect shall lie with the claimant.

For the loss suffered as a result of the loss of or damage to cabin luggage, the Carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier. The fault or neglect of the carrier shall be presumed for loss caused by a shipping incident.

For the purposes of this Article 13:(a) "shipping incident" means shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship; (b) "fault or neglect of the Carrier" includes the fault or neglect of the servants of the Carrier, acting within the scope of their employment; (c) "defect in the ship" means any malfunction, failure or non-compliance with applicable safety regulations in respect of any part of the ship or its equipment when used for the escape, evacuation, embarkation and disembarkation of passengers; or when used for the propulsion, steering, safe navigation, mooring, anchoring, arriving at or leaving berth or anchorage, or damage control after flooding; or when used for the launching of life saving appliances; and (d) "loss" shall not include punitive or exemplary damages.

The liability of the Carrier under this Article 13 only relates to loss arising from incidents that occurred in the course of the carriage. The burden of proving that the incident which caused the loss occurred in the course of the carriage, and the extent of the loss, shall lie with the claimant.

Nothing in this Contract shall prejudice any right of recourse of the carrier against any third party, or the defence of contributory negligence under Article 6 of Athens Convention. Nothing in this Article 13 shall prejudice any right of limitation under this Contract.

The Carrier and the Vessel shall not be liable for damages or delay arising from inherent defect, or vice or quality of the Passenger's Baggage or from the insufficiency, inadequacy or absence of Baggage marks or of address or description of such Baggage; any loss or damage caused by delay in, or prevention of sailing, prolongation of the Cruise, deviation or stoppage in transit, or from any calls at ports or variations from the scheduled or regular course of the Cruise permitted by this Ticket and Contract; seizure of the vessel under legal process; any act, omission, fault or negligence of this Passenger or any other Passenger, or any other cause or circumstances beyond the control of the Carrier, whether or not of the kind listed herein. The Passenger is hereby expressly advised that the Vessel may be powered or operated in whole or in part by nuclear power or a similar power and the Passenger hereby accepts all risks, whether known or unknown, inherent therein and agrees that the Carrier shall have no liability for injury, illness or death resulting therefrom.

### **14) PERSONAL INJURIES CLAIMS; NOTICE REQUIREMENTS AND TIME LIMITS TO CLAIM AND SUE**

Any incident or accident resulting in injury, illness or death to the Passenger must be reported immediately to a Vessel's Officer. The Carrier will not be liable therefore except as provided by the law made applicable by this Contract and then only if a written claim is received by the Carrier within six (6) months of the incident or accident and suit is filed within two (2) years from the date of disembarkation, or from other date, as provided for by the Athens Convention.

If suit is not filed within the time provided in this Section, then the Passenger waives and releases and forever gives up any and all rights he may have to file a suit against the Carrier for any such injury, illness or death.

### **15) CHOICE OF LAW: LIMITATION OF CARRIER'S LIABILITY**

Applicable Law. This Ticket and Contract and all rights, liabilities and duties of the Passenger and of the Carrier will be construed in accordance with English law. The Carrier shall be entitled to the maximum protection allowed by English law.



Limitation Carrier's Liability. The maximum total liability, if any, of the Carrier resulting from loss of life or injury to or illness of the Passenger or with respect to claims for loss of or damage to Baggage shall not exceed the amount permitted by "Athens Convention Relating to the Carriage of Passengers and their Baggage by Sea 1974" as amended by 2002 Protocol ("Athens Convention"). In addition to all of the limitations of and restrictions and exemptions from liability provided for in and by this Ticket and Contract, the Carrier shall also have the benefit of all limitation of and exoneration from liability and the procedures provided by the Athens Convention. The Carrier shall also have all other benefits of any statute or law of any country which might be applicable. The fare for the Cruise is based in part on the limitation of Carrier's liability provided for in this Ticket and Contract.

**16) IF LIMITATIONS ON CARRIER'S LIABILITY DO NOT APPLY**

If any claim or suit is brought against the Carrier in a place where the English law and the applicable limitations, exonerations and exemptions incorporated in this Ticket and Contract, or in the Athens Convention are legally unenforceable, then the Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment to the Passenger or his Baggage arising out of any cause of whatsoever nature not shown to have been caused by the Carrier's negligence and the Carrier's liability, if any, shall be limited to its proportionate share of its negligence, if any, compared to the negligence of all others whose acts or omission caused or contributed to the death, injury, illness, damage or other loss or detriment.

PLACE OF SUIT

All disputes, claims and suits and matters whatsoever arising under, in connection with or incident to this Ticket or Contract shall be brought and litigated, if at all, in and before a court of proper venue located in London, England, to the exclusion of the courts of any other city, state or country.

INTERPRETATION

The headings used in this Contract are for convenience of reference only and shall not define or limit any of the parts thereof. Whenever the context so requires, references to the male gender includes references to the female, and references to the singular includes the plural and vice versa.

WARRANTIES/CONSEQUENTIAL DAMAGES EXCLUDED ALL WARRANTIES INCLUDING WARRANTIES OF FITNESS FOR USE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED FROM THIS TICKET AND CONTRACT. THE CARRIER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

WRITTEN NOTICES

Except as otherwise expressly provided in this Ticket and Contract, all written notices required by this Ticket and Contract must be mailed, postage prepaid, to the Carrier.

THIS IS A CONTRACT THE PROVISIONS OF THE TICKET AND CONTRACT REPRESENT THE ENTIRE AGREEMENT AND IS A BINDING CONTRACT BETWEEN THE PASSENGER AND THE CARRIER. THE PASSENGER SIGNING THIS CONTRACT OR ACCEPTING THE TICKET CONSTITUTES THE PASSENGER'S CONSENT TO THE CONTRACT TERMS AND CONDITIONS WHICH SUPERSEDE ALL ORAL OR WRITTEN REPRESENTATIONS. ANY CHANGE IN THIS CONTRACT MUST BE IN WRITING AND SIGNED BY A CORPORATE OFFICER OF THE CARRIER AND MAY REQUIRE A COMMENSURATE INCREASE IN FARE.

I hereby acknowledge that I have received, read and agree to all the terms and conditions of the Ticket and Contract.

Passenger's full name: .....

Passenger's signature: .....

(or parent/representative, for a minor)

Date: .....

## 5. ZODIAC LIABILITY WAIVER

I hereby understand and agree that "Poseidon Arctic Voyages Ltd." does not bear any responsibility or liability for any Zodiac excursion(s) I may take during this cruise. I further understand and agree that I release, hold harmless and forever discharge "Poseidon Arctic Voyages, Ltd.", and its directors, agents and employees from all liability for all damages resulting from the ownership, maintenance, use, operation control of the Zodiac(s).

Yes

Printed Passenger Name: .....

Cabin Number: .....

Date: .....

Signature of traveller: .....

(or parent/representative, for a minor)

Please return ALL completed forms to Chimu Adventures

Email: [charters@chimuadventures.com](mailto:charters@chimuadventures.com)

