

## ARCTIC UNVEILED

Departing 23 June 2019

### CRUISE CONTRACT

Important Notice to Passengers:

CAREFULLY READ THESE CRUISE CONTRACT TERMS AND CONDITIONS, ESPECIALLY SECTIONS 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 in connection with the ship.

#### 2. PASSENGER'S OBLIGATIONS BEFORE BOARDING

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:
  1. his Ticket;
  2. a valid passport;
  3. all necessary visas;
  4. a medical card showing all necessary vaccinations and inoculations; and
  5. 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 personal 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, defences 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, physicians 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 if and 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.

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#### **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 favourable 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.

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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 has to 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 as a result 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 in connection with these kinds of requirements. The Carrier shall not in any circumstances whatsoever and whether or not 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:

(i) 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

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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 the purpose of promoting and publicizing the expeditions of the Carrier in any and all media.

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

Medical Services on Vessel. The Carrier does not undertake that a physician or medical personnel will be aboard the Vessel. If the Vessel does carry a 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 course of 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 in connection with 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 special care, attention or treatment or who in the

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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 by reason 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 in an effort 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 labour 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. In the event that 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 final 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 final 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.

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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**

- (a) 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 whether or not 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.
- (b) 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 in the course of the Cruise. A Passenger who violates this rule will be held liable for all resulting fines, losses, damages or delays.
- (c) 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.
- (d) Allowable Weight or Cubage. Each Passenger is allowed to bring aboard Baggage not exceeding 250 pounds (113 kilogram) 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.
- (e) Limitation of Carrier's Liability with Respect to Baggage. The Carrier's liability, if any, (and whether or not 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.
- (f) 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.
- (g) 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 deposited 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 so reported.

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

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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**

DEATH CLAIMS: Carrier shall not be liable for any claim for a loss of life or personal injury unless made in writing and lodged with the carrier within six (6) months from the date when the death or injury occurred.

LIMITATION OF LIABILITY FOR LOST OR DAMAGED PROPERTY: Notwithstanding any other provision of law or this Agreement, Carrier's liability for loss or damage to property for the cruise is limited to USD 250.00 per Passenger, unless Passenger declares the true value of such property in writing to Carrier and pays Carrier within 10 days of final payment for the cruise, a fee of one percent (1%) of the amount that such value exceeds USD 250.00. Carrier shall have the right to deny the declaration at his discretion. In such event, Carrier's liability shall be limited to its true declared value, but not exceeding USD 5,000.

PROPERTY DAMAGE CLAIMS: Carrier does not undertake to carry as baggage, items that include but are not limited to: any tools of trade, household goods, fragile or valuable items, precious metals, jewellery, documents, negotiable instruments or other valuables.

Each Passenger hereby releases Carrier from any liability whatsoever for loss of or damage to such items when presented to Carrier in breach of this warranty. In no event shall Carrier be liable for normal wear or tear of luggage or property, or loss of or damage to jewellery, cash, negotiable paper, photographic/electronic, medical or recreational equipment, dental hardware, eyewear, medications or other valuables, unless they are deposited with Carrier on the Vessel for safekeeping against receipt (the Vessel does not accept valuables for deposit). Nor is it Carrier's liability, if any, loss of or damage to valuables so deposited, which shall not exceed the amounts indicated in above in this paragraph. Carrier is also not liable for loss of or damage to items when the passenger participates in landings, zodiac cruises, shore excursions or any other forms of transportation in connection with the cruise program.

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

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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 there- from.

#### **14. PERSONAL INJURY 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. Suits and actions to recover for loss of life or personal injury to passengers shall not be maintainable unless instituted within one (1) year from the date when death or injury occurred. Suits and actions to recover for claims other than personal injuries or loss of life shall not be maintainable unless commenced within six (6) months from the date, which the claim accrued or loss occurred.

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 Australian 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.

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## 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 Australian 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 Sydney, Australia, 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 and signature \_\_\_\_\_

(or parent/representative, for a minor) \_\_\_\_\_

Date \_\_\_\_\_

Type or print passenger's name \_\_\_\_\_

**Please complete and return via link provided or email to [charters@chimuadventures.com](mailto:charters@chimuadventures.com)**

Initials: \_\_\_\_\_

