

Terms and Conditions

All guests will be required to sign the bottom portion of their ticket during the embarkation process. By signing the cruise ticket, each guest acknowledges, on his/her own behalf and behalf of any accompanying minors, that the guest has received, read and agreed to all the terms and conditions of the passage contract.

IMPORTANT NOTICE TO PASSENGER; PLEASE READ CAREFULLY AS THIS IS A LEGALLY BINDING DOCUMENT. THE FOLLOWING TERMS AND CONDITIONS, WHICH APPLY TO YOUR CRUISE, ARE BINDING ON YOU AND GOVERN YOUR LEGAL RIGHTS. NOTICE: THE ATTENTION TO THE GUEST IS ESPECIALLY DIRECTED TO SECTIONS 9 THROUGH 13, WHICH CONTAIN IMPORTANT LIMITATIONS OF THE RIGHTS OF THE GUEST TO ASSERT CLAIMS AGAINST THE CARRIER.

For valuable consideration, Carrier agrees to provide transportation specified herein for the passenger(s) named herein, subject to all the terms and conditions printed in this contract as follows:

1.) INTRODUCTION

The person purchasing or accepting the contract represents that he or she is authorized by all passengers, including any minor, named herein as passengers, to accept and agree to be bound by all the terms and conditions of the contract. This contract is not transferable and you may not sell or assign it. It is valid only on the vessel and for the voyage indicated. This contract may not be modified except in writing signed by Carrier. The terms, conditions and limitations herein shall apply to any and all disputes between you and Carrier regardless whether such disputes arise aboard the ship or in any other place, location or mode of transportation whatsoever.

2.) DEFINITIONS

- (a) "Carrier" means and includes Cunard Line Limited and Cunard Line Limited d/b/a/ Seabourn Cruise Line, the vessel, its owners, operators, employees, agents, charterers and tenders.
- (b) "You, Your, Passenger" means the person(s) purchasing or accepting this contract or who board(s) the ship or those in their care, including their heirs and representatives. The term "You, Your, Passenger" shall include plural and the use of the masculine shall include the feminine.
- (c) "Cruise" means the voyage from the port of departure to the final port of disembarkation and including any rail, road or sea port, any land accommodation components or any package sold with, or included in the price of or taken in connection with the cruise, any shore excursions or shore side facilities related to or offered during the cruise, and all transportation to or from the cruise if purchased through or arranged by Carrier.
- (d) "Cruise Fare" means the amount actually received by the Carrier for your cruise. It covers the cruise package, scheduled meals and accommodations while on board, air supplements if arranged through Carrier and, if you are participating in the pre-embarkation program, transfers to and from the ship. Cruise fare does not include Government taxes and fees imposed or sanctioned by the U.S. Government or other Governments. These charges are in addition to the Cruise Fare and include but are not limited to Passenger Facility Charges, Security Surcharges, Fuel Surcharges, International Passenger Departure or Arrival Tax, Customs User Fee, Immigration Fee and Agricultural Inspection Fee. Cruise fare does not include shipboard charges, medical care, shore excursion costs, optional travel or baggage insurance, or pre or post-cruise hotel expenses and meals not purchased through Carrier as part of your cruise package.
- (e) "Travel Agent" means the agency and/or individual who arranges your cruise. The travel agent acts for you in making arrangements for your cruise and any related travel, lodging or tours and acts as your legal agent. Travel agents are not the agents or representatives of Carrier.

3.) CANCELLATIONS PRIOR TO EMBARKATION, REFUNDS.

- (a) The Carrier may for any reason whatsoever cancel, postpone or advance any sailing or terminate the Passage Contract at any time before departure and the Carrier's only liability will be to refund to the passenger the amount it has received for the Passage Contract.
- (b) The passenger may for any reason whatsoever terminate the Passage Contract at the following times on the following terms:

Cancellation Charges

For Sailings of 6 days or less:

Number of Days before Sailing	Cancellation Fee
More than 120	\$50
120 to 91	10% of full fare
90 to 61	25% of full fare
60 to 31	50% of full fare
30 days or less	100% of full fare
Non appearance	100% of full fare

For Sailings of 21 days or more:

Number of Days before Sailing	Cancellation Fee
More than 120	\$75
120 to 91	25% of full fare
90 to 75	50% of full fare
74 days or less	100% of full fare
Non appearance	100% of full fare

For Sailings of 7 to 20 days:

Number of Days before Sailing	Cancellation Fee
More than 120	\$75
120 to 91	10% of full fare
90 to 61	25% of full fare
60 to 31	50% of full fare
30 days or less	100% of full fare
Non appearance	100% of full fare

(c) In order to receive any refund, notice of Cancellation must be in writing and sent to the Carrier at Cunard Line Limited or Cunard Line Limited d/b/a Seabourn Cruise Line, P.O. Box 025251, Miami, Florida 33126-5251. Any refunds will be made directly to your credit card account or your travel agent and you must receive your refund directly from these sources. Refunds shall be determined based upon the date written notice is received by the Carrier.

- (d) The Carrier recommends the purchase of trip cancellation insurance from your travel agent or through the Carrier.
- (e) All airline tickets are refundable only to Carrier and unused flight coupons must be returned to the Carrier. The following fees apply to changes and/or cancellations of air arrangements.
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| Cancellation of air arrangements | \$100.00 |
| Changes to air arrangements after ticketing | \$100.00 |
| Changes to hotel/land extensions | \$ 75.00 |

4.) ROLE OF CARRIER, TRAVEL AGENT AND INDEPENDENT CONTRACTORS

The Carrier is not responsible for any conduct of your travel agent, including but not limited to, any failure to remit your deposit or other refunds to the Carrier or any failure to remit a refund from Carrier to you. In selling tickets (including coupons or vouchers), or otherwise making arrangements for air transportation, shore excursions, tours, land, air, or local water transportation or shoreside accommodations and meals, the Carrier acts only as an agent for others who provide such services as independent contractors. You agree that the Carrier will not be liable in any way for any loss, death, injury, illness or damage to person or property or for disappointment arising from or in connection with such service.

5.) PASSENGER RESPONSIBILITY, PRIOR MEDICAL CONDITIONS, PREGNANCY AND DISABILITY

GENERAL REQUIREMENTS

(1) Passengers are responsible to comply with any government travel requirements and must have in their possession proof of citizenship, exit and entry visas and other necessary documentation required by either the United States or any foreign port visited. Passengers are advised to consult with their travel agents and the appropriate governmental agencies and embassies. The Carrier assumes no responsibility for advising passengers of immigration requirements and may refuse to embark passenger or may disembark passenger in the event passenger does not present required documentation. Carrier shall have no liability whatsoever in the event passenger is denied boarding or is disembarked for failure to present required travel documents.

The passenger represents and warrants that the passenger is fit to travel and that the passenger's conduct will not impair the safety of the vessel or inconvenience the other passengers or crew. You must, at the time you book your cruise, inform the Carrier, in writing, of any existing physical or mental illness, disability or pregnancy or any other condition for which you or any other person in your care may require medical attention or special accommodation during the cruise. If any such condition arises after you have booked the cruise, you must report the condition to the Carrier, in writing, as soon as you become aware of it. Each pregnant passenger further agrees to inform the Carrier, in writing, if she will enter the third trimester of pregnancy by the end of the cruise. Failure to report any such condition will release the carrier, the ship's doctor, and any other personnel from any liability related to the accommodation or treatment of such condition. By acceptance of this contract, passenger hereby releases the Carrier from any and all liability for any injury or damage connected with the cruise which is related to a pre-existing illness or disability. The passenger acknowledges and agrees that the Carrier shall have no responsibility of obligation to provide any special services or medical equipment to passengers. The passenger shall be liable to the Carrier and shall reimburse it for all loss, damage or delay sustained by the Carrier because of any omission of the passenger. (2) The Carrier may refuse to embark you if, in the sole opinion of the Carrier, you are physically or mentally unfit to undertake the cruise or if you will enter the third trimester of pregnancy by the completion of the cruise. If the Carrier refuses to allow you on board for any of these reasons, a refund of the cruise fare will be based on the timing of such refusal in accordance with section 3 of these terms and conditions and the Carrier will not have any further liability. Carrier further reserves the right to require any passenger who is not self-sufficient to travel with a companion who shall take responsibility for any assistance needed during the voyage and in case of an emergency.

No animals will be allowed on the ship under any circumstances unless deemed necessary to assist with physical disability and provided (1) the Carrier is given advance notice that said animal will be carried aboard, (2) the passenger assumes all responsibility for said animal's food and hygiene, and (3) the passenger agrees to indemnify and defend Carrier should the assistance animal cause injury to any other passenger or crew. Passengers using assistance animals should check with governmental authorities in each port visited to determine local rules, regulations, fees and quarantine applicable to such animals.

B. PASSENGER'S INTERRUPTION OF VOYAGE, QUARANTINE

The Carrier may confine you to your stateroom, change your accommodations or disembark or remove you at any port if, in the sole opinion of the Carrier, your presence might be detrimental to your own health, comfort or safety or that of other passengers or the crew or you might be excluded from landing at any destination by governmental authorities or if you violate any provision of this Contract. If you are disembarked for any such reasons, you will not be entitled to any refund or damages. If you are delayed or detained on board the ship or elsewhere, due to injury, illness, disability or quarantine or due to action of any government or authority or for any other reason not the fault of the Carrier, you will be solely responsible for all resulting costs and expenses, including repatriation, and must reimburse the Carrier for any such costs or expenses which it may incur on your behalf.

C. RULES AND REGULATIONS, COMPLIANCE WITH LAW

You must at all times obey all the rules, regulations and orders of the Carrier and the ship's Master. You may not solicit other passengers for commercial purposes or advertise goods or services on board the ship without the Carrier's prior written permission. It is your responsibility to comply without delay with the requirements of all immigration, port, health, customs, and government police authorities, and all other laws and regulations of each country or state from or to which you will travel. The Carrier shall not be liable to insure your compliance. You must reimburse the Carrier for any costs or resulting expenses or fines that it may incur in such circumstances.

D. UNAUTHORIZED STOPOVERS OR DISEMBARKATION

Unauthorized stopovers or disembarkations or your failure to make any sailing of the ship at any port for any reason shall be at your sole risk and expense. The Carrier shall not be liable in any way for such actions and you will not be entitled to any refund or other compensation under these circumstances, or if you disembark early for any reason.

6.) CHILDREN AND MINORS

No child under the age of one (1) year will be accepted as a passenger. Any passenger under the age of eighteen (18) years must be accompanied by an adult passenger over the age of eighteen. If the adult is not a parent, a Parental/Guardianship Consent must be signed by the minor's parent or legal guardian and delivered to the Carrier eight weeks before sailing. You agree to fully supervise any and all children accompanying you during your cruise. You also agree to indemnify Carrier(s) for any and all damage caused by such child or children; (b) for any injury, illness or death to such child or children to which lack of adequate and proper adult supervision contributed in whole or part.

7.) CARRIER'S CANCELLATION, DEVIATION OR INTERRUPTION OF CRUISE; CHANGE IN ACCOMMODATIONS

(a) The Carrier may for any reason whatsoever, with or without advance notice, substitute any other vessel for the named vessel, change the scheduled port of embarkation, omit or change any scheduled call at any intermediate port, omit or change the scheduled port of disembarkation, call at any port whether or not contemplated in the itinerary, change all or part of any itinerary, as well as transfer the passenger and the passenger's baggage to any other vessel or conveyance, whether belonging to Carrier or not, back to the port of embarkation or to the originally scheduled port or disembarkation.

(b) The passenger shall have no right to any refund and the Carrier shall have no obligation or liability in respect thereof to the passenger except as follows:

- (1) If the Carrier cancels the cruise before it has started, it will refund the cruise fare received.
- (2) If the scheduled sailing date or time is delayed and you are not accommodated on board, the Carrier may arrange hotel accommodations at no additional expense to you for the duration of the delay.
- (3) If the scheduled port of embarkation or disembarkation is changed, the Carrier will arrange transportation to or from the originally scheduled port.
- (4) If the cruise is shortened or terminated, the Carrier, at its option, will either make a proportional refund of your cruise

fare or transfer you to another ship or transport you to the scheduled final port by other means. If the schedule or length of the cruise is increased or otherwise changed, Carrier will have no liability and shall not be liable to pay or compensate you, including consequential damages or loss.

(5) If, in the opinion of the Master, booked accommodations must be changed, the Carrier shall have the right to allocate other accommodations to the passenger. If the Carrier is unable to offer such alternative accommodations, the Carrier shall have the right to terminate this contract and shall be required to refund only any unused cruise fare.

(6) Should the vessel deviate from its course for any cause resulting from the passenger's negligence or due to a medical emergency involving the passenger, said passenger shall be liable for the related costs incurred and shall indemnify Carrier for any costs, penalties, or demands arising therefrom.

(c) The vessel's master may, in his sole discretion, proceed with or without pilots, assist other mariners or vessels, or make any other modification he in his sole discretion deems necessary or appropriate for the safety of the vessel or its passengers and crew including but not limited to changes in itineraries or routes.

8.) CARRIER'S RIGHT TO INCREASE FARES AND CHARGES

At any time before sailing the Carrier may increase the cruise fare or impose surcharges due to increase in any port charges, fuel, air/sea program or other costs which charges shall be payable by the passenger.

9.) HEALTH, MEDICAL CARE AND OTHER PERSONAL SERVICES

All health, medical or other personal services provided in connection with your cruise are provided solely for the convenience and benefit of the passenger, who may be charged for such services. Payment shall be made upon demand and prior to disembarkation. You accept and use medicine, medical treatment and other personal services available on the ship or elsewhere at your sole risk and expense without liability or responsibility of the carrier. Doctors, nurses, or other medical or service personnel work directly for the passenger and shall not be considered to be acting under the control or supervision of the Carrier, since the Carrier is not a medical provider. Similarly, beauticians, manicurists, masseurs, photographers, instructors and other service personnel shall be considered independent contractors who work directly for the passenger. Passengers use such services at their sole risk. The passenger agrees to indemnify Carrier in the event Carrier elects to pay the cost of emergency medical care, including transportation therewith.

10.) LIMITATIONS OF LIABILITY: PERSONAL INJURY, ILLNESS, DEATH, BAGGAGE AND PERSONAL EFFECTS

A. PERSONAL INJURY, ILLNESS, DEATH

The Carrier is not liable for death, injury (including mental anguish), illness, damage, delay or other loss to property of any kind caused by act of God, war, civil commotions, labor trouble, governmental interference, perils of the sea, fire, thefts or any other cause beyond the Carrier's reasonable control or any other act not shown to be caused by the Carrier's negligence. Carrier shall in no event be liable to the passenger in respect of occurrences taking place outside the vessel or property or launches owned or operated by Carrier or its employees. All tours, including pre- and post-cruise tour, shore excursions and any and all connecting ground, vessel or air transportation are owned and/or operated by independent contractors as to which carrier makes no representations and assumes no responsibility. If you use the ship's athletic or recreational equipment or take part in organized activities, whether on the ship or as part of a shore excursion, you assume the risks or injury, death, illness or other loss, for which the carrier is not responsible. The Carrier shall be entitled to any and all liability limitations, immunities and rights applicable to it under the "Convention Relating To Carriage Of Passenger And Their Luggage By Sea" of 1974 as well as the "Protocol To The Convention Relating To The Carriage Of Passengers and Their Luggage By Sea" of 1976 ("Athens Convention"), which limits the liability of the Carrier, if any, for loss, damage, death, personal injury or illness to Standard Drawing Rights (SDR) 46,666 as defined therein. If the Athens Convention is held not to apply for any reason, then the exemptions from and limitations of liability provided in or authorized by the laws of the United States (including Title 46 U.S. Code Section 181-186,188) may apply, as well as any other applicable nation's laws limiting the Carrier's liability.

B. BAGGAGE AND PERSONAL EFFECTS

You may take a reasonable amount of luggage on board containing only personal effects of the passenger. You must comply with any regulations, tariffs, terms or conditions of any airline or other transportation provider. You may not take on board firearms, controlled or prohibited substances or inflammable or hazardous items, or any contraband prohibited by local, state or national law. The ship's officers and crew have the right to enter and search your stateroom, baggage or person for any hazardous, controlled or prohibited substances or items. You agree that the carrier's liability for loss or damage to baggage or personal property is limited under all circumstances to U.S. \$100.00 per passenger unless at least 3 weeks prior to embarkation the passenger declares in writing a higher value (in which event the higher value so declared up to a maximum of \$2,500.00 shall be the limit of the Carrier's liability) and the passenger pays to the Carrier at least three weeks in advance of embarkation the full cost of insurance for such declared values. The Carrier shall not be liable for any loss or damage to cash, negotiable securities, documents, jewelry, computers, electronics, tools of the trade or product samples whether kept in the cabin, in the passenger's baggage, in the ship's safe or security boxes or otherwise. To help protect your valuables, a safety deposit box is available from the ship's purser upon request. Items stored in the ship's safety deposit boxes are subject to the same limitations as set forth above. Under no circumstance will the Carrier be responsible for loss or damage to any item placed in the security boxes unless the identity of the valuables and their value have been declared in writing by the passenger. The Carrier does not undertake to carry as baggage any money, valuables, precious stones, gold, silver or any of the other articles listed in Section 4281 of the Revised Statutes of the United States (46 U.S.C. Section 181). You should arrange to have them shipped to your destination by other means. If any such goods are contained in baggage, the Carrier shall have no liability with any respect to them in any other capacity, either for negligence or otherwise. When applicable, the Carrier shall be entitled to any and all liability limitations, immunities and rights applicable to it under the "Convention Relating to the Carriage of Passengers and Their Luggage by Sea" of 1974 as well as the "Protocol to the Convention Relating to the Carriage of Passengers and Their Luggage by Sea" of 1976 ("Athens Convention"), which limits the liability of the Carrier for loss, damage, or delay to baggage or other property to Standard Drawing Rights" (SDR) 833 as defined therein. If the Athens Convention is held not to apply for any reason, then the exemptions from and limitations of liability provided in or authorized by the law of the United States (including Title 46 U.S. Code Section 181-186,188) may apply, as well as any other applicable nation's laws limiting the Carrier's liability.

C. LIMITATIONS OF CERTAIN DAMAGES

The Carrier hereby disclaims all liability to the passenger for damages for emotional distress, mental anguish or psychological injury of any kind under any circumstances, when such damages were neither the result a physical injury to the passenger nor were the result of that passenger having been at actual risk of physical injury, nor were intentionally inflicted by the Carrier.

D. REPRESENTATIVE ACTIONS

Without waiving other remedies available to the passenger, in law or in equity that are consistent with the terms of this Contract, passenger and Carrier specifically agree that it is their mutual intent that passenger shall in no event file suit as representative plaintiff, join as a member, or otherwise participate in any class action or other representative lawsuit against the Carrier.

E. LIMITATION ON VICARIOUS LIABILITY

In consideration for the cruise fare paid, it is agreed that the Carrier shall not be held vicariously liable for the intentional or negligent acts of Carrier's employees committed while off duty or outside the course and scope of their employment.

11.) TIME LIMITS FOR CLAIMS/LAWSUITS

THE CARRIER SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS IS DELIVERED TO THE CARRIER OR ITS DULY AUTHORIZED AGENT

WITHIN 185 DAYS AFTER THE DATE OF INJURY, ILLNESS OR DEATH GIVING RISE TO THE CLAIM. SUIT TO RECOVER ON ANY SUCH CLAIM SHALL NOT BE MAINTAINABLE UNLESS FILED WITHIN ONE YEAR AFTER THE DATE OF THE INJURY, ILLNESS OR DEATH, AND UNLESS SERVED ON CARRIER WITHIN 120 DAYS AFTER FILING. THE CARRIER SHALL NOT BE LIABLE FOR ANY CLAIMS WHATSOEVER OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH, UNLESS WRITTEN NOTICE OF CLAIM WITH FULL PARTICULARS IS DELIVERED TO THE Carrier OR ITS DULY AUTHORIZED AGENT WITHIN (7) DAYS AFTER THE PASSENGER SHALL BE LANDED FROM THE VESSEL OR IN THE CASE THE CRUISE IS ABANDONED WITHIN (7) DAYS THEREAFTER. NO SUIT WHATSOEVER OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH, INCLUDING BUT NOT LIMITED TO CLAIMS FOR BREACH OF CONTRACT, SHALL NOT BE MAINTAINABLE IN ANY EVENT UNLESS FILED WITHIN SIX (6) MONTHS AFTER THE PASSENGER SHALL BE LANDED FROM THE VESSEL OR IN THE CASE THE CRUISE IS ABANDONED WITHIN SIX (6) MONTHS THEREAFTER AND UNLESS SERVED UPON CARRIER WITHIN 120 DAYS AFTER FILING. ALL NOTICES REQUIRED HEREUNDER SHALL BE GIVEN TO CARRIER IN WRITING AT: CUNARD LINE LIMITED, SUITE 400, 6100 BLUE LAGOON DRIVE, MIAMI, FLORIDA 33126.

12.) SUITS OR LITIGATION OF ANY KIND AND VENUE THIS PASSAGE CONTRACT APPLIES TO CLAIMS, SUITS, AND LITIGATION OF ANY KIND WHETHER AGAINST THE CARRIER "IN PERSONEM" OR THE VESSEL "IN REM" OR OTHERWISE. FOR ALL CRUISES WHICH INCLUDE A PORT OF THE UNITED STATES IT IS AGREED BY AND BETWEEN THE PASSENGER(S) AND THE CARRIER THAT ANY AND ALL DISPUTES AND MATTERS WHATSOEVER INCLUDING BUT NOT LIMITED TO CLAIMS ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THE PASSAGE CONTRACT, SHALL BE LITIGATED, IF AT ALL, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA UNDER THE COURT'S ADMIRALTY JURISDICTION 28 U.S.C. §1333 OR IF SUCH COURT IS DEEMED BY COURT ORDER TO BE WITHOUT JURISDICTION OF ANY SUCH DISPUTE THEN IN AND BEFORE ANY OTHER COURT OR COMPETENT JURISDICTION LOCATED IN THE COUNTY OF MIAMI-DADE STATE OF FLORIDA, U.S.A. TO THE EXCLUSION OF ANY OTHER COUNTY, CITY, STATE OR COUNTRY. FOR ALL CRUISES WHICH DO NOT INCLUDE A PORT OF THE UNITED STATES, IT IS AGREED BY AND BETWEEN THE PASSENGER(S) AND THE CARRIER THAT ANY AND ALL DISPUTES AND MATTERS WHATSOEVER INCLUDING BUT NOT LIMITED TO CLAIMS ARISING UNDER, IN CONNECTION WITH OR INCIDENT TO THIS PASSAGE CONTRACT, SHALL BE LITIGATED, IF AT ALL IN ANY COURT OF COMPETENT JURISDICTION IN LONDON, ENGLAND TO THE EXCLUSION OF THE COURTS OF ANY OTHER CITY, STATE, OR COUNTRY. REGARDLESS OF WHETHER OR NOT PASSENGER'S VOYAGE DEPARTS FROM, RETURNS TO OR MAKES ANY PORT CALL AT A UNITED STATES PORT, PASSENGER HEREBY WAIVES ANY RIGHT TO ARREST OR OTHERWISE DETAIN ANY OF CARRIER'S VESSEL IN ANY JURISDICTION.

13.) INTERPRETATION OF CONTRACT, OTHER LAWS

Nothing in this contract shall limit or deprive the Carrier of the benefit of the applicable statutes or laws of the United States of America or any other country or any international conventions providing for release from or limitation of liability. There are no oral or implied agreements between you and the Carrier and this contract can only be modified in writing and signed by the Carrier. Any portion or provision of this contract which is invalid, illegal or unenforceable shall be ineffective only to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining provisions of the contract which shall remain in full force and effect.

14.) ACTS OF GOD, STRIKE, OR OTHER CONDITIONS BEYOND CONTROL

Except as otherwise provided herein, Carrier shall not be liable for delay or inability to perform this contract or any part thereof caused by or arising out of strikes, lockout or labor difficulties or shortages whether or not the Carrier is party thereto, or explosion, fire, collision, standing or foundering of the vessel or breakdown or failure of or damage to the vessel or its hull or machinery or fittings howsoever and wheresoever any or the same may arise or be caused, or civil commotion, riot, insurrection, war, government restraint, requisitioning of the vessel, political disturbance, Acts of God, or other circumstances beyond the Carrier's control. In all such events, how-ever, the provisions paragraph 7 as applicable shall prevail.

15.) DEVIATION

Notwithstanding any provision herein to the contrary, for the purposes of assisting other vessels, protecting life, or property or as a result of adverse weather, perils of the sea, strikes ashore, war, and hostilities or the perceived threat thereof, the Master has full authority to deviate from the ordinary route in any direction, to delay or to terminate the voyage, or to put back or to put into any port, and to transfer the passenger and the passenger's baggage to any other vessel or not bound for port of destination, even though resulting in delay and the passenger shall have no claim against the Carrier in such circumstances.

16.) WARRANTIES AND CONSEQUENTIAL DAMAGES

Warranties including warranties of fitness for use and merchantability are expressly excluded from this agreement. The Carrier shall not be responsible for consequential damages. All travel involves certain risks and not warranty of safe passage is made or inferred hereunder.

17.) NON-USE OR PART USE OF PASSAGE CONTRACT

If for any reason, the contract is not used by the passenger for the passage/cruise on the date and vessel indicated or any substitute vessel, or contract is used for only part of the stipulated passage/cruise, there shall be no right to any refund and the Carrier shall have no obligation or liability for such non-use to the passenger.

18.) EMPLOYEES/INDEPENDENT CONTRACTORS

The passenger agreed that all rights, exemptions from liability, defenses and immunities, of whatever kind referred to in this passage Contract which may be invoked by the Carrier shall automatically inure for the benefit of the owner (where applicable), the master, officers, crew members, contractors, charterers, builders, designers, repairers, stevedores, longshoremen, shipboard medical personnel, concessionaires, independent contractors, representatives, agents or servants employed by the Carrier except where 46 U.S.C. Section 187 of the United States Code shall apply.

19.) SHORESIDE MEDICAL SERVICES

Any charges incurred by passenger for medical reasons, including, but not limited to, physicians, surgeons, hospital, medications, diagnostics facilities, air ambulance, evacuation or ground ambulance, shall be the sole responsibility of the passenger. The passenger hereby agrees to release and indemnify the Carrier for any funds advanced on account of any such charges.

20.) PASSENGER SAFETY

The passenger admits a full understanding of the character of the vessel and assumes all risks incident to travel and transportation and handling of passenger and cargo. The vessel may or may not carry a ship's physician or other medical personnel at the election of the Carrier. While at sea or in port the availability of medical care may be limited or delayed. Passenger acknowledges that all or part of their voyage may be in areas where medical care and evacuation may not be available.

Carrier's vessels visit numerous ports in a number of countries. Carrier reserves the right to alter or cancel itineraries, with or without notice for any reason, including but not limited to in the interests security and safety. However, passengers must assume responsibility for their own safety and Carrier cannot guarantee passenger's safety while on or off the vessel. The United States Department of State and other governmental and tourist organizations regularly issues advisories and warnings to travelers and Carrier strongly recommends passengers obtain and consider such information when making travel decisions. Passengers also should consult all appropriate governmental agencies and authorities to determine if any vaccines or special medical provisions or recommendations apply to the regions passengers anticipate visiting. Carrier assumes no responsibility for gathering such information.