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CRUISE CONTRACT

Version #9

IMPORTANT NOTICE

THIS CRUISE CONTRACT IS A LEGALLY BINDING CONTRACT, WHETHER OR NOT SIGNED BY GUEST OR GUEST'S RESPONSIBLE ADULT. IT IS ISSUED BY CARRIER BASED ON THE GUEST'S ACCEPTANCE, INDIVIDUALLY OR THROUGH GUEST'S RESPONSIBLE ADULT, ALWAYS SUBJECT TO THE TERMS AND CONDITIONS SET OUT THEREIN.

THE GUEST AND RESPONSIBLE ADULT SHOULD PAY SPECIAL ATTENTION TO CLAUSES 9 THROUGH 23 INCLUSIVE WHICH MAY LIMIT THE RIGHTS OF GUEST AND EXCULPATE FROM LIABILITY THE CARRIER, THE VESSEL AND ANY OF THEIR AGENTS, EMPLOYEES OR CONTRACTORS.

TERMS AND CONDITIONS OF CRUISE CONTRACT

For valuable consideration it is mutually agreed between Magical Cruise Company, Limited, doing business as Disney Cruise Line, and Guest as follows:

1. This Cruise Contract is issued by Magical Cruise Company, Limited.
2. Guest accepts this Cruise Contract subject to all the terms, conditions, limitations, exceptions and provisions contained herein and the same constitutes a Contract of Carriage.
3. The use of the masculine herein shall be deemed to include the feminine and the use of the singular shall be deemed to include the plural where the context would so require.
4. The Cruise Contract shall be deemed to be an undertaking and acknowledgement by Guest, on behalf of himself and all other persons traveling under this Cruise Contract, and his and their heirs and representatives, that he and they accept and agree to all the terms and conditions herein.
5. (a) The word "Guest" means all passengers (adult, minor or incompetent person) traveling under this Cruise Contract and each such passenger's heirs and representatives, including a Responsible Adult. (b) The word "Carrier" means Magical Cruise Company, Limited, doing business as Disney Cruise Line, and the Vessel itself (or a substitute vessel). (c) The word "Vessel" means a ship chartered, operated, or provided by the Carrier on which the Guest is to or may be traveling or, as the case may be, against which the Guest may have a claim. (d) The word "Master" means the Captain or his delegated subordinate on any vessel provided by Carrier on which the Guest may be traveling. (e) The term "property" as used hereafter means such belongings, effects and possessions, including baggage, as the Guest may bring aboard the Vessel or acquired during the voyage, irrespective of whether the property is placed in the Guest's stateroom or worn by the Guest, or, stored in the Vessel's baggage room, holds or safe against receipt therefor at the request of the Guest. (f) The term "baggage" means the luggage, bag(s) or suitcase(s) in or by which the Guest contains and transports that property not worn on the person on to and off of the Vessel. (g) The term "Responsible Adult" means the parent or guardian of a minor child under the age of 18, any adult over the age of 18 who is authorized by the parent or guardian to have the care, custody and control of the parent or guardian's minor child under the age of 18, or the guardian or other legal representative of a person that is not competent to contract. A Responsible Adult enters into this Cruise Contract individually and on behalf of the Responsible Adult's minor child or ward.
6. This Cruise Contract is valid only for the Guest named hereon for the voyage indicated and is not transferable or assignable without the Carrier's written consent. Passage money and charges prepaid shall be deemed fully earned when paid and shall not be refunded in whole or in part under any circumstances whatsoever except in compliance with that section of the Carrier's brochure entitled "Cancellations/Refunds" applicable to the voyage for which passage is arranged under this Cruise Contract.
7. Any minor Guest under age 18 and persons not competent to contract must be identified to the Carrier at the time of booking and must be accompanied on the cruise by a Responsible Adult. This Cruise Contract constitutes a binding contract between the Carrier and the Responsible Adult, who contracts as an individual and on behalf of the minor Guest or other person not competent to contract.
8. Any person signing this Cruise Contract as a Responsible Adult, and each minor Guest, whether or not such minor and adult are jointly identified on their Cruise Contract(s), shall be jointly and severally responsible for the conduct and behavior of the minor

Guest and the person signing shall be deemed to be the guardian of such minor Guest for all legal purposes.

9. IN THE EVENT THE GUEST IS ABLE TO STATE A CAUSE OF ACTION UNDER THE LAW GOVERNING ANY CLAIM WHICH MAY BE ASSERTED AGAINST THE CARRIER AND/OR THE VESSEL FOR NEGLIGENCE OR INTENTIONAL TORT OR BOTH, THE CARRIER AND THE VESSEL SHALL NOT BE LIABLE FOR EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY OF THE GUEST, OF ANY KIND UNDER ANY CIRCUMSTANCES, UNLESS SUCH EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY WAS--
- (a)THE RESULT OF PHYSICAL INJURY TO THE GUEST CAUSED BY THE NEGLIGENCE OR FAULT OF A CREWMEMBER OR THE MANAGER, AGENT, MASTER, OWNER, OR OPERATOR OF THE VESSEL;
 - (b)THE RESULT OF THE GUEST HAVING BEEN AT ACTUAL RISK OF PHYSICAL INJURY, AND SUCH RISK WAS CAUSED BY THE NEGLIGENCE OR FAULT OF A CREWMEMBER OR THE MANAGER, AGENT, MASTER, OWNER, OR OPERATOR OF THE VESSEL; OR
 - (c)INTENTIONALLY INFLICTED BY A CREWMEMBER OR THE MANAGER, AGENT, MASTER, OWNER, OR OPERATOR OF THE VESSEL.
10. NO SUIT SHALL BE MAINTAINABLE AGAINST CARRIER OR THE VESSEL FOR DELAY, DETENTION, PERSONAL INJURY, ILLNESS, EMOTIONAL DISTRESS, MENTAL SUFFERING, PSYCHOLOGICAL INJURY OR DEATH OF THE GUEST, UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS BE DELIVERED TO THE CARRIER AT ITS OFFICE AT THE ADDRESS SET FORTH HEREIN WITHIN SIX (6) MONTHS FROM THE DAY THAT THE EVENT THAT CAUSED SUCH DELAY, DETENTION, PERSONAL INJURY, ILLNESS, EMOTIONAL DISTRESS, MENTAL SUFFERING, PSYCHOLOGICAL INJURY OR DEATH OF THE GUEST OCCURRED; AND IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST THE CARRIER OR THE VESSEL WITH RESPECT TO DELAY, DETENTION, PERSONAL INJURY, ILLNESS, EMOTIONAL DISTRESS, MENTAL SUFFERING, PSYCHOLOGICAL INJURY OR DEATH BE MAINTAINABLE, UNLESS SUIT SHALL BE COMMENCED (FILED) WITHIN ONE (1) YEAR FROM THE DAY THAT THE EVENT THAT CAUSED THE DELAY, DETENTION, PERSONAL INJURY, ILLNESS, EMOTIONAL DISTRESS, MENTAL SUFFERING, PSYCHOLOGICAL INJURY OR DEATH OF THE GUEST OCCURRED, AND PROCESS SERVED WITHIN ONE HUNDRED TWENTY (120) DAYS AFTER FILING, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE, TERRITORY, POSSESSION OR COUNTRY TO THE CONTRARY.
11. NO SUIT SHALL BE MAINTAINABLE AGAINST THE CARRIER OR THE VESSEL UPON ANY CLAIM RELATING TO LOSS OF OR DAMAGE TO ANY PROPERTY UNLESS WRITTEN NOTICE OF THE CLAIM, WITH FULL PARTICULARS, SHALL BE DELIVERED TO THE CARRIER AT ITS OFFICE AT THE ADDRESS SET FORTH HEREIN WITHIN THIRTY (30) DAYS AFTER TERMINATION OF THE VOYAGE TO WHICH THIS CRUISE CONTRACT RELATES; AND IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST THE CARRIER OR THE VESSEL WITH RESPECT TO LOSS OF OR DAMAGE TO PROPERTY BE MAINTAINABLE UNLESS SUIT SHALL BE COMMENCED (FILED) WITHIN ONE (1) YEAR AFTER THE TERMINATION OF THE VOYAGE AND PROCESS SERVED WITHIN ONE HUNDRED TWENTY (120) DAYS AFTER FILING, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE, TERRITORY, POSSESSION OR COUNTRY TO THE CONTRARY.
12. IT IS AGREED BY AND BETWEEN GUEST AND CARRIER THAT ALL CLAIMS, DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, ARISING OUT OF, OR RELATING TO THIS CRUISE CONTRACT SHALL BE LITIGATED, IF AT ALL, IN AND BEFORE ANY COURT OF COMPETENT JURISDICTION LOCATED IN BREVARD COUNTY, FLORIDA, U.S.A., OR THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, ORLANDO DIVISION, TO THE EXCLUSION OF COURTS LOCATED IN ANY OTHER COUNTY, DISTRICT, STATE, COUNTRY, TERRITORY OR POSSESSION. THIS CRUISE CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON GUEST'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, GUEST AGREES THAT ANY LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY GUEST INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND GUEST EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING GUEST TO PARTICIPATE IN A CLASS ACTION. IN THE EVENT OF AN IN REM PROCEEDING AGAINST THE VESSEL, GUEST HEREBY IRREVOCABLY AGREES THAT THE POSTING OF A LETTER OF UNDERTAKING FROM ANY OF

CARRIER'S INSURERS SHALL CONSTITUTE AN ADEQUATE AND APPROPRIATE FORM OF SECURITY FOR THE IMMEDIATE RELEASE OF THE VESSEL IN LIEU OF ARREST.

13. ON CRUISES WHICH DO NOT EMBARK, DISEMBARK OR CALL AT ANY UNITED STATES PORT AND DO NOT EMBARK OR DISEMBARK AT ANY EUROPEAN UNION MEMBER STATE PORT, THE CARRIER SHALL BE ENTITLED TO THE BENEFIT OF ANY AND ALL RESTRICTIONS, EXEMPTIONS, IMMUNITIES, AND LIMITATIONS OF LIABILITY SET FORTH IN THE "ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA OF 1974", AS WELL AS THE "PROTOCOL TO THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA OF 1976", ("ATHENS CONVENTION") WHICH LIMITS CARRIER'S LIABILITY FOR DEATH OR PERSONAL INJURY OF A PASSENGER TO NO MORE THAN 46,666 SPECIAL DRAWING RIGHTS ("SDR") AND LIMITS THE CARRIER'S LIABILITY FOR A PASSENGER'S LUGGAGE OR OTHER PROPERTY TO 833 SDR PER PASSENGER. AS OF OCTOBER 2014 THE VALUE OF 46,666 SDR WAS APPROXIMATELY U.S.D. \$69,350 AND THE VALUE OF 833 SDR WAS APPROXIMATELY U.S.D. \$1,250. THE VALUE OF THE SDR FLUCTUATES DEPENDING ON DAILY EXCHANGE RATE WHICH CAN BE FOUND IN THE WALL STREET JOURNAL AND ON THE INTERNET AT http://www.imf.org/external/np/fin/data/rms_sdrv.aspx.

ON CRUISES WHICH ARE BOOKED BY A PASSENGER IN A EUROPEAN UNION MEMBER STATE, OR WHICH EMBARK OR DISEMBARK IN A PORT LOCATED IN A EUROPEAN UNION MEMBER STATE, THE CARRIER SHALL BE ENTITLED TO THE BENEFIT OF ANY AND ALL RESTRICTIONS, EXEMPTIONS, IMMUNITIES, AND LIMITATIONS OF LIABILITY SET FORTH IN EUROPEAN UNION REGULATION 392/2009 ON THE LIABILITY OF CARRIERS TO PASSENGERS IN THE EVENT OF ACCIDENTS ("EU REGULATION 392/2009"). EU REGULATION 392/2009 LIMITS CARRIER'S LIABILITY AS FOLLOWS: (A) FOR DEATH OR PERSONAL INJURY OF A PASSENGER CAUSED BY A "SHIPPING INCIDENT", A PASSENGER HAS A RIGHT TO COMPENSATION FROM CARRIER OF UP TO 250,000 SDR (AS OF OCTOBER 2014 APPROXIMATELY U.S.D. \$371,450) IN ANY EVENT, WITH THE EXCEPTION OF CIRCUMSTANCES BEYOND CARRIER'S CONTROL (I.E., ACT OF WAR, NATURAL DISASTER, ACT OF A THIRD PARTY); HOWEVER, COMPENSATION PAID BY THE CARRIER CAN GO UP TO 400,000 SDR (AS OF OCTOBER 2014 APPROXIMATELY U.S.D. \$594,300) UNLESS CARRIER PROVES THAT THE INCIDENT OCCURRED WITHOUT ITS FAULT OR NEGLIGENCE; (B) FOR DEATH OR PERSONAL INJURY OF A PASSENGER CAUSED BY A NON "SHIPPING INCIDENT", A PASSENGER HAS A RIGHT TO COMPENSATION FROM CARRIER OF UP TO 400,000 SDR (AS OF OCTOBER 2014 APPROXIMATELY U.S.D. \$594,300), IF THE PASSENGER PROVES THAT THE INCIDENT WAS THE RESULT OF CARRIER'S FAULT OR NEGLIGENCE; (C) FOR A PASSENGER'S LUGGAGE OR OTHER PROPERTY, A PASSENGER HAS A RIGHT TO COMPENSATION FROM CARRIER OF UP TO 2250 SDR (AS OF OCTOBER 2014 APPROXIMATELY U.S.D. \$3,350) PER PASSENGER; AND, (D) THE CARRIER'S INSURANCE PROVIDER WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SUMS IN EXCESS OF 250,000 SDR (AS OF OCTOBER 2014 APPROXIMATELY U.S.D. \$371,450) IN RESPECT OF DEATH AND/OR PERSONAL INJURY; THERE ARE LIMITED CIRCUMSTANCES IN WHICH THE CARRIER'S INSURANCE PROVIDER IS NOT REQUIRED TO MAKE A PAYMENT. THE VALUE OF THE SDR FLUCTUATES DEPENDING ON DAILY EXCHANGE RATE WHICH CAN BE FOUND IN THE WALL STREET JOURNAL AND ON THE INTERNET AT http://www.imf.org/external/np/fin/data/rms_sdrv.aspx. THE TERM "SHIPPING INCIDENT" IS DEFINED IN EU REGULATION 392/2009 AS FOLLOWS: "SHIPPING INCIDENT" FOR THE PURPOSES OF THIS REGULATION INCLUDE: SHIPWRECK, CAPSIZING, COLLISION OR STRANDING OF THE SHIP, EXPLOSION OR FIRE IN THE SHIP OR DEFECT IN THE SHIP.

AS TO ALL OTHER CRUISES NOT DESCRIBED ABOVE IN THIS CLAUSE 13, ALL THE RESTRICTIONS, EXEMPTIONS FROM, AND LIMITATIONS OF LIABILITY PROVIDED IN, OR AUTHORIZED BY THE LAWS OF THE UNITED STATES SHALL APPLY, INCLUDING BUT NOT LIMITED TO, TITLE 46 OF THE UNITED STATES CODE §§ 30501 THROUGH 30509, AND 30511. EXCEPT AS OTHERWISE SET FORTH, THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE GENERAL MARITIME LAW OF THE UNITED STATES OF AMERICA.

14. THE REQUIREMENTS AND EFFECTS OF CLAUSES 9, 10, 11, 12, AND 13 CANNOT BE WAIVED BY AN AGENT OR EMPLOYEE OF THE CARRIER OR ITS INSURER; THEY MAY BE WAIVED ONLY BY EXPRESS WRITTEN AGREEMENT OF A DIRECTOR OF THE CARRIER HAVING ACTUAL AUTHORITY IN THE PREMISES.

15. THE GUEST AGREES THAT ALL PROTECTIONS, BENEFITS, DEFENSES, AND EXCLUSIONS FROM AND LIMITATIONS OF LIABILITY IN FAVOR OF CARRIER SET FORTH IN THIS CRUISE CONTRACT SHALL ALSO EXTEND FULLY TO AND BE FOR THE BENEFIT OF ALL CARRIER'S SUBSIDIARIES, AFFILIATED OR RELATED COMPANIES, (INCLUDING BUT NOT LIMITED TO, DISNEY CRUISE VACATIONS, DCL PORT FACILITIES CORPORATION, DCL ISLAND DEVELOPMENT, LTD., WALT DISNEY PARKS AND RESORTS U.S., INC., ABD, LLC, ADVENTURES BY DISNEY TRAVEL SERVICES, INC., THE CARRIER'S PARENT COMPANY, THE VESSEL OWNER, LESSOR(S), SUB-LESSOR(S), CHARTERER(S), BARE BOAT CHARTERER(S), OTHER CHARTERER(S), OPERATOR, AGENTS, MANAGER, ALL OF WHICH SHALL BE COLLECTIVELY REFERRED TO AS THE "CARRIER'S AFFILIATES"), AND EACH AND EVERY ONE OF THE CARRIER'S CONTRACTORS AND SUPPLIERS OF GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO CATERERS, CONCESSIONAIRES, MEDICAL STAFF, ALL SHORE EXCURSION AND/OR TOUR OPERATORS, INDEPENDENT CONTRACTORS, AS WELL AS DESIGNERS, INSTALLERS, AND MANUFACTURERS OF THE VESSEL OR ANY COMPONENT PARTS THEREOF, AND TO ALL OF THEIR RESPECTIVE AGENTS, SERVANTS AND EMPLOYEES, ALL OF WHICH SHALL BE COLLECTIVELY REFERRED TO AS THE "CARRIER'S SUPPLIERS".
16. CARRIER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OF OR DAMAGE TO GUEST'S PROPERTY, UNLESS GUEST PROVES SUCH LOSS OR DAMAGE WAS PROXIMATELY CAUSED BY NEGLIGENCE OF THE CARRIER OR ITS EMPLOYEES ACTING IN THE COURSE AND SCOPE OF EMPLOYMENT. CARRIER'S LIABILITY FOR LOSS OF OR DAMAGE TO PROPERTY OF ANY GUEST IS LIMITED TO THE AMOUNT OF \$300 PER GUEST PER VOYAGE, UNLESS GUEST BEFORE EMBARKATION DECLARES THE TRUE VALUE OF THE PROPERTY IN WRITING AND PAYS CARRIER 5% OF THE TRUE VALUE DECLARED IN EXCESS OF \$300. LIABILITY WILL IN THIS EVENT BE LIMITED TO THE TRUE VALUE DECLARED, BUT IN NO EVENT AND UNDER NO CIRCUMSTANCE WILL CARRIER'S LIABILITY FOR THE TRUE DECLARED VALUE EXCEED \$5,000.
17. THE CARRIER SHALL IN NO EVENT BE LIABLE FOR THE LOSS OF OR DAMAGE TO CASH, NEGOTIABLE SECURITIES OR OTHER FINANCIAL INSTRUMENTS, GOLD, SILVERWARE, JEWELRY, ORNAMENTS, WORKS OF ART, PHOTOGRAPHIC/VIDEO/AUDIO EQUIPMENT OR SUPPLIES, LAPTOP COMPUTERS, CELLULAR PHONES OR OTHER VALUABLES UNLESS THE SAME HAVE BEEN DEPOSITED WITH THE MASTER OR OTHER DESIGNATED REPRESENTATIVE AGAINST RECEIPT FOR THE AGREED PURPOSE OF SAFEKEEPING. IN THE EVENT OF SUCH DEPOSIT, THE CARRIER'S LIABILITY FOR LOSS OR DAMAGE THEREOF SHALL BE CONTROLLED BY THE PROVISIONS OF CLAUSE 16, EXCEPT THAT UNDER THE ATHENS CONVENTION CARRIER'S LIABILITY WILL NOT EXCEED 1200 SDR (AS OF OCTOBER 2014 APPROXIMATELY U.S.D. \$1,800), AND UNDER EU REGULATION 392/2009 CARRIER'S LIABILITY WILL NOT EXCEED 3375 SDR (AS OF OCTOBER 2014 APPROXIMATELY U.S.D. \$5,000). THE VALUE OF THE SDR FLUCTUATES DEPENDING ON DAILY EXCHANGE RATE WHICH CAN BE FOUND IN THE WALL STREET JOURNAL AND ON THE INTERNET AT http://www.imf.org/external/np/fin/data/rms_sdrv.aspx.
18. THE CARRIER DOES NOT EXPRESSLY OR IMPLIEDLY WARRANT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY AS TO, (a) THE FITNESS, CONDITION OR SEAWORTHINESS OF THE VESSEL AND (b) THE FITNESS, CONDITION OR MERCHANTABILITY OF ANY FOOD OR DRINK PROVIDED ON BOARD THE VESSEL. THE CARRIER SHALL NOT BE STRICTLY LIABLE IN TORT FOR ANY DEFECT, LACK OF FITNESS, IMPURITY OR CONTAMINATION OF ANY FOOD OR DRINK PROVIDED ON BOARD THE VESSEL.
19. THE CARRIER AND THE VESSEL SHALL NOT BE LIABLE FOR ANY DELAY, DETENTION, PERSONAL INJURY, ILLNESS, EMOTIONAL DISTRESS, MENTAL SUFFERING, PSYCHOLOGICAL INJURY, DEATH, DAMAGE, DELAY, LOSS OR DETRIMENT CAUSED BY ACT OF GOD, WAR OR WARLIKE OPERATIONS, CIVIL COMMOTIONS, LABOR TROUBLE, INTERFERENCE BY AUTHORITIES, PERILS OF THE SEA, DELAYS IN CONSTRUCTION, MAINTENANCE OR REPAIR OF THE VESSEL OR ANY OTHER CAUSE BEYOND THE CONTROL OF THE CARRIER, FIRE, THEFTS OR ANY OTHER CRIME, ERRORS IN THE NAVIGATION OR MANAGEMENT OF THE VESSEL OR DEFECT IN OR UNSEAWORTHINESS OF HULL, MACHINERY, APPURTENANCES, EQUIPMENT, FURNISHINGS OR SUPPLIES OF THE VESSEL, FAULT OR NEGLIGENCE OF PILOTS, TUGS, AGENTS, INDEPENDENT CONTRACTORS, GUESTS OR OTHER PERSONS ON BOARD NOT IN THE CARRIER'S EMPLOY OR FOR ANY OTHER CAUSE WHATSOEVER EXCEPT THE NEGLIGENCE OF THE CARRIER OR ITS EMPLOYEES ACTING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT.
20. NOTWITHSTANDING THE FOREGOING, THE CARRIER SHALL IN NO EVENT BE LIABLE TO THE GUEST IN RESPECT OF ANY OCCURRENCE ASHORE, PRIOR TO EMBARKING OR AFTER DISEMBARKING THE VESSEL, EXCEPT FOR NEGLIGENCE OF THE CARRIER OR ITS EMPLOYEES ACTING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT DURING TRANSPORTATION BY WATER TO OR FROM THE VESSEL WHICH IS CARRIED OUT BY MEANS OF A CONVEYANCE PROVIDED BY THE CARRIER.
21. ALL ARRANGEMENTS MADE FOR OR BY GUESTS FOR (a) TRANSPORTATION OR TRAVEL (BY AIR, WATER OR ON THE GROUND), (b) SHORE EXCURSIONS AND ACTIVITIES, (c) TOURS, (d) THEME PARKS, (e) HOTELS, (f) RESTAURANTS, OR (g) OTHER SIMILAR ACTIVITIES OR SERVICES, ARE MADE SOLELY FOR GUESTS' CONVENIENCE AND ARE AT GUESTS' RISK. THE PROVIDERS OF SUCH SERVICES ARE INDEPENDENT CONTRACTORS AND ARE NOT ACTING AS AGENTS OR REPRESENTATIVES OF THE CARRIER. THE IDENTITY OF THE INDEPENDENT CONTRACTORS ARE AVAILABLE UPON REQUEST FROM THE SHORE EXCURSION MANAGER. THE CARRIER DOES NOT OWN OR CONTROL ANY SUCH INDEPENDENT CONTRACTORS, MAKES NO REPRESENTATION OF ANY KIND AS TO THEIR PERFORMANCE AND DOES NOT UNDERTAKE TO SUPERVISE THEIR ACTIVITIES, EVEN THOUGH CARRIER MAY COLLECT A FEE AND EARN A PROFIT FROM ARRANGING FOR OR TICKETING AND SALE OF SUCH SERVICES. THE CARRIER DOES NOT MAINTAIN THE INDEPENDENT CONTRACTOR OR THIRD PARTY'S CONVEYANCES, FACILITIES OR INSTRUMENTALITIES AND DOES NOT MAKE ANY REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THEIR SAFETY OR SUITABILITY. ANY GUEST USING SUCH SERVICES OR ACTIVITIES SHALL BE DEEMED TO AGREE AND CONSENT THAT ANY LIABILITY FOR ANY DEATH, PERSONAL INJURY, ILLNESS, EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY TO THE GUEST OR LOSS OF OR DAMAGE TO PROPERTY SHALL BE THE SOLE RESPONSIBILITY OF THE PROVIDER OF SUCH SERVICE OR ACTIVITY. GUEST FURTHER AGREES TO RELEASE AND HOLD CARRIER, CARRIER'S AFFILIATES AND CARRIER'S SUPPLIERS HARMLESS FOR ANY SUCH INJURIES, DAMAGES OR CLAIMS RESULTING FROM THE USE OF ANY SUCH SERVICES OR ACTIVITIES. GUEST AGREES THE CARRIER, CARRIER'S AFFILIATES AND CARRIER'S SUPPLIERS SHALL NOT BE OR BECOME LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY ACT OR OMISSION OF ANY SUCH PROVIDER

PERTAINING TO, OR ARISING FROM OR IN CONNECTION WITH SUCH SERVICES OR ACTIVITIES. GUEST FURTHER ACKNOWLEDGES THAT ALTHOUGH ON OCCASION, CARRIER'S EMPLOYEES AND/OR THE INDEPENDENT CONTRACTORS MAY MAKE APPEARANCES AND PARTICIPATE IN ACTIVITIES OR SERVICES AND MAY USE SIGNAGE OR CLOTHING WHICH IDENTIFIES THE CARRIER OR USE OTHER RELATED TRADE NAMES OR LOGOS OF THE CARRIER OR CARRIER'S AFFILIATES, THE STATUS OF THE PROVIDERS OF SUCH SERVICES ARE AND REMAIN UNCHANGED AS INDEPENDENT CONTRACTORS. NOTHING IN THIS CRUISE CONTRACT SHALL BE CONSTRUED AS CREATING A RELATIONSHIP BETWEEN THE PROVIDER OF SUCH SERVICES AND THE CARRIER, OR CARRIER'S AFFILIATES, AS THAT OF PARTNERS, EMPLOYER AND EMPLOYEE, FRANCHISOR AND FRANCHISEE, MASTER AND SERVANT, PRINCIPAL AND AGENT, OR JOINT VENTURERS.

22. THE GUEST RECOGNIZES AND ACCEPTS THAT THE CARRIER IS NOT IN THE BUSINESS OF PROVIDING MEDICAL SERVICES AND/OR OPERATING MEDICAL FACILITIES. ANY MEDICAL PERSONNEL ON BOARD THE VESSEL ARE PROVIDED AS INDEPENDENT CONTRACTORS SOLELY FOR THE CONVENIENCE OF THE GUEST AND THEY ARE NOT SERVANTS, AGENTS, OR REPRESENTATIVES OF CARRIER. THE CARRIER DOES NOT CONTROL THE MEDICAL SERVICES AND DOES NOT UNDERTAKE TO SUPERVISE ANY CARE OR TREATMENT PROVIDED BY MEDICAL PROFESSIONALS ABOARD ITS SHIP. ALTHOUGH CARRIER SHALL BE ENTITLED TO CHARGE A FEE FOR ARRANGING SUCH SERVICES, ALL SUCH PERSONS OR ENTITIES PROVIDING MEDICAL SERVICES SHALL BE DEEMED INDEPENDENT CONTRACTORS AND NOT ACTING AS AGENTS OR REPRESENTATIVES OF CARRIER. CARRIER SHALL NOT BE LIABLE FOR ANY DEATH, PERSONAL INJURY, ILLNESS, EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY CAUSED BY REASON OF ANY TREATMENT, DIAGNOSIS, ADVICE, EXAMINATION, PRESCRIPTION OR OTHER SERVICE PROVIDED BY SUCH MEDICAL PERSONNEL, OR, BY THE FAILURE OF SUCH MEDICAL PERSONNEL TO PROVIDE ANY TREATMENT, DIAGNOSIS, ADVICE, EXAMINATION, PRESCRIPTION OR OTHER SERVICE.
23. GUEST AGREES THAT ALL CONCESSIONAIRES AND THEIR EMPLOYEES, INCLUDING BUT NOT LIMITED TO JEWELRY, SPA, MASSAGE, HAIR STYLING, MANICURES, PHOTOGRAPHY, INTERNET ACCESS, WIRELESS ACCESS, ART AUCTIONS OR INSTRUCTIONAL CONCESSIONS ABOARD THE VESSEL, ARE INDEPENDENT CONTRACTORS AND WORK DIRECTLY FOR THE GUEST WHEN PERFORMING THEIR SERVICES. THE CARRIER IS NOT RESPONSIBLE FOR ANY SUCH PERSON'S ACTS OR OMISSIONS IN PROVIDING GOODS OR SERVICES TO THE GUEST.
24. This Clause 24 relates only to cruises where Guests embark the ship in a European Union member state port where EU Regulation 1177/2010 with respect to rights of passengers when traveling by sea applies. At the time of booking, Guests must notify Carrier in writing if they are a "Disabled Person" or "Person with Reduced Mobility" that may require special arrangements, medical equipment and/or supplies, or care or assistance at the terminal of embarkation or disembarkation, during embarkation or disembarkation or during the cruise; of any specific needs with regard to accommodation, seating or services required; and, whether they need to bring any specific medical equipment or assistance dogs onboard. If a Guest's circumstances change between the date of booking and the cruise, the Guest must inform Carrier as soon as possible and advise of the need of any special arrangements including medical equipment. Carrier will refuse boarding to Guests who cannot be carried safely and in accordance with all applicable safety requirements established by International, EU or National Law or where embarkation, disembarkation and/or carriage of the Guest cannot be carried out in a safe manner. Carrier can refuse to accept a booking or subsequently embark any Guest on the grounds of safety, taking into account among other things the ISM Code for the Safe Operation of Ships and/or SOLAS relating to the Safety of Life at Sea. It is important that the fullest information is provided at the time of booking. "Disabled Person" or "Person with Reduced Mobility" under this Regulation means any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary), intellectual or psychosocial disability or impairment, or any other cause of disability or impairment or as a result of age, and whose situation needs appropriate attention and adaptation to his/her particular needs for the services made available to all passengers.

Where necessary in order to comply with applicable safety requirements, Carrier may require a Disabled Person or Person with Reduced Mobility to be accompanied by another person who is fit and able to assist them in day to day activities. This requirement may vary from ship to ship and itinerary to itinerary. Guests who may fall into this category may include those who require assistance with personal care including feeding. All personal care or supervision must be arranged by you at your expense. Carrier is unable to provide respite care, one-to-one personal care or supervision or any other form of specialized care for Guests.

You must inform Carrier prior to sailing of any medical equipment which you wish to bring onboard so that Carrier can determine if the equipment can be carried safely onboard. The ship cannot carry liquid oxygen or refill or supply oxygen cylinders. Failure to notify Carrier of such equipment may result in that equipment not being allowed onboard the ship and consequently may affect your ability to participate in the cruise. No more than two pieces of such medical equipment are allowed per stateroom and the value of such equipment must not exceed \$5,000 per stateroom in total, unless agreed otherwise in writing by Carrier. In the event that any such equipment is lost or damaged by the negligence of Carrier and/or its servants or agents, then Carrier will replace or repair such equipment at its option.

Guests must make complaints relating to EU Regulation 1177/2010 concerning the rights of passengers when travelling by sea to the Carrier within 2 months from the date of service. Within 1 month after receipt of the complaint the Carrier will respond informing the Guest whether the complaint has been substantiated, rejected or is still being considered. The Carrier will provide a final response to the complaint no later than 2 months after the receipt of the complaint.

25. The Carrier and the Master each reserves the right, without liability whatsoever, to refuse passage, disembark, quarantine, deny service of alcohol to, restrain or confine to a stateroom or any other area any Guest whose physical or mental condition, or behavior, or the physical or mental condition or behavior of any person in the care of Guest, is considered in the sole opinion of the Master and/or the ship's physician to constitute a risk to the Guest's own well-being or that of any other Guest, crew member or person, or to the safety of the Vessel. Carrier may refuse to transport or may disembark at any port any Guest with a criminal background or any Guest who may be suffering from contagious or infectious disease, ill health or whose presence in the opinion of the Master may be detrimental to the comfort or safety of any other Guest, crew member or person, or who, in the Master's opinion, might be excluded from landing at destination by Immigration or other Governmental Authorities. No solicitation of goods and services of any kind is allowed on any Vessel. If any Guest is detained on board or elsewhere at any stage or at destination because of quarantine, port regulations, prevailing applicable law, illness or other cause, all expenses incurred in connection with such detention shall be for Guest's account. Any Guest carried beyond destination for any reason without fault of the Carrier shall pay for any additional maintenance or extra transportation. In any and all cases described in this clause, the Guest shall not be entitled to any refund of fare, credit or compensation whatsoever.
26. Each Guest and the person signing as the Responsible Adult (in the event a Guest is a minor or other person incompetent to contract) shall be liable jointly and severally to the Carrier and shall reimburse the Carrier for all loss, damage or cost sustained by the Carrier caused directly or indirectly, in whole or in part, by reason of any act or omission of the Guest. The Responsible Adult shall also pay to Carrier the prevailing costs and fees imposed by Carrier relating to the Responsible Adult's failure to adequately supervise, control or care for the Responsible Adult's minor child or ward. Further, the Guest and person signing as the Responsible Adult shall defend, indemnify and hold harmless the Carrier from and against any liability (including reasonable legal fees) Carrier may incur to any person or entity (private or governmental) for any death, injury, damage, fine or penalty arising directly or indirectly, in whole or in part, by reason of any act or omission of the Guest or the Guest's minor child or ward.
27. If available on your Vessel, each Guest will have the opportunity to use Onboard Chat, a text messaging feature in the Disney Cruise Line Navigator mobile application (the "Mobile App"). The primary Guest on each reservation has the ability to allow children under 13 years of age in the primary Guest's stateroom to use Onboard Chat by providing the Activation PIN to such children to enable access. Children under 13 in your stateroom will not have access to Onboard Chat unless you, the primary Guest, provide them with the Activation PIN. You may withdraw your consent at any time through the child's contact details page in the Onboard Chat section of the Mobile App, even if you have already provided a child with the Activation PIN. You understand and agree that, by providing such Activation PIN to a child under 13, you are giving the child permission to send and receive Onboard Chat messages with other Guests within the DCL-GUEST on-ship network. While children will only need to disclose their assigned Onboard Chat number and Onboard Chat name to other Guests in order to send and receive Onboard Chats with those Guests, it is possible that children may reveal personal information about themselves in the Onboard Chat messages. Because Onboard Chat will enable children to freely chat with other Guests, we encourage you to monitor and supervise children's Onboard Chat conversations. You may, for example, want to set rules for children about whom they can connect with, what general discussion topics are allowed, and what personal information, if any, is appropriate to share. For more information about our privacy practices, you may view our privacy policy at disneyprivacycenter.com.
28. The Guest or Responsible Adult, as the case may be, represents and warrants that the Guest is fit to travel and that the undertaking of this cruise, with any and all of its attendant activities, will not endanger the Guest or others. Guest and Responsible Adult authorize Carrier and its employees, agents and representatives to provide and/or procure emergency or urgent medical care or attention for Guest or Guest's minor child or ward, and Guest or Responsible Adult (on behalf of Guest's minor child or ward) hereby releases Carrier and its employees, agents and representatives from any and all liability whatsoever relating to the provision or procurement of such medical care. Guest agrees not to present herself for boarding under any circumstances if she will have entered the 24th week of pregnancy as of her embarkation date or will enter her 24th week of pregnancy during the voyage. Infants under 12 weeks old are not allowed to travel aboard any Vessel. For reservations made after July 17, 2014, on sailings commencing in 2015 and beyond, the minimum age to sail aboard any Vessel is 6 months of age on most itineraries, and the minimum age for Transatlantic, Hawaii, and Panama Canal itineraries is 1 year of age.
29. All passports, visas and other travel documents required for embarkation and disembarkation and at all ports of call are the responsibility of Guests. Guests must take proper steps (including provision of all necessary documents) as may be required to enable Guests to land at any port of call and generally to comply with the laws of the country in which each such port is situated. The Carrier shall not in any circumstances whatsoever be liable for the consequence of any insufficiency or irregularity in such documents or the non-compliance by the Guest with such laws; notwithstanding that such documents are produced to the Carrier by the Guest or that information or advice as to said laws is given by the Carrier to the Guest.
30. Carrier may substitute another vessel for the one named herein, whether owned by the Carrier or not, at the port of embarkation or at any other place. The Vessel, either before or after proceeding toward the port of destination and though not required by any maritime necessity, may remain in port, proceed by any route and deviate from or change the advertised or intended route at any stage of the voyage and may proceed to and stay at any places whatsoever, although in a contrary direction to or outside of or beyond the usual route, once or more often, in any order, for loading or discharging fuel, stores, laborers, stowaways, Guests, or members of the Vessel's company, for this or any prior or subsequent voyage and/or for any purpose whatsoever that the Carrier or

Master may deem advisable. Any such procedure or occurrence shall be considered not to be a deviation but within the voyage herein intended as fully as if specifically described herein. The above-mentioned provisions are not to be considered as restricted by any words of this Cruise Contract whether written, stamped or printed.

31. The Vessel may sail without pilots, tow or be towed, and assist vessels in all situations and deviate for the purposes of saving life or property without any liability whatsoever to Guest.
32. If the performance of the proposed voyage is hindered or prevented (or in the opinion of the Carrier or the Master, is likely to be hindered or prevented) by war, hostilities, blockage, labor conflicts, weather, surf, shallow waters, insurrections, disturbances (on board or ashore), restraint of any Governmental Authority, congestion, breakdown of the Vessel (except as provided in the Passenger Bill of Right published by the Carrier), docking difficulties or any other cause whatsoever, or if the Carrier or the Master in their sole discretion consider that for any reason whatsoever, beyond the control of the Carrier, proceeding to, attempting to enter, or entering or remaining at any port may expose the Vessel or persons to risk of harm, loss or damage or be likely to delay the Vessel, the Guest and his property may be landed at the port of embarkation or at any port or place at which the Vessel may call; and in that event, the responsibility of the Carrier shall cease and this Cruise Contract shall be deemed to have been fully performed, or if the Guest has not embarked, the Carrier may cancel the proposed voyage without liability except to refund money or fares paid. To the extent that any provision of this Clause 31 or of this Cruise Contract conflicts with the provisions of the Passenger Bill of Rights as published by Carrier, then the provisions of the Passenger Bill of Rights shall control.
33. Each Guest is allowed to bring aboard the Vessel a reasonable amount of clothing and personal effects, not to exceed two (2) bags per person. Every piece of baggage must be distinctly labeled with the Guest's name, Vessel's name, stateroom number and sailing date.
34. Except in the sole discretion of the Carrier, no pets or other animals are allowed on board the Vessel. Guest may not possess firearms, explosives, flammable materials, other hazardous goods or non-prescription controlled substances. Such shall be surrendered to the Master at embarkation. In any circumstances and in the Master's sole discretion, any item deemed inappropriate may be refused on board the Vessel or confiscated, destroyed or surrendered to authorities. Guest shall have no claim for loss, damage or inconvenience thereby incurred.
35. No Guest will be liable to pay, nor entitled to receive, any general average contribution in respect of any property taken with them on the Vessel.
36. In addition to the exclusions from and limitations of the Carrier's liabilities contained in this Cruise Contract, Carrier shall have the full right to invoke any applicable laws or statutes of any country providing for exoneration from or limitation of liability; and nothing contained in this Cruise Contract shall be construed or otherwise operate to limit or deprive Carrier of any such exoneration from or limitation of liability, or the benefits of any statute or law of any country which might be applicable providing for exoneration from or limitation of liability, including, but not limited to, the provisions of the Athens Convention and EU Regulation 392/2009, and all such rights and benefits are hereby expressly reserved.
37. The Guest, in the interests of international security and safety at sea and in the interests of the convenience of others, agrees and hereby consents to a reasonable search being made of the Guest's person, property, and stateroom and to the removal and confiscation or destruction of any object which may, in the opinion of the Carrier or the Master, impair safety, inconvenience others or violate Carrier rules and regulations.
38. Guest or Responsible Adult (on behalf of Responsible Adult's minor child or ward) hereby grants to Carrier, and any other person or entity that Carrier may authorize, the right to photograph, film and/or record Guest and/or Responsible Adult's minor child or ward, and furthermore, Guest and Responsible Adult (on behalf of Responsible Adult's minor child or ward) hereby grant to Carrier and Carrier's Affiliates and their respective successors, licensees and assigns, forever and throughout the world, the right to use such photographs, film, images, tapings and/or recordings of Guest's and/or Responsible Adult's minor child's or ward's likeness, voice and sound, as the case may be, in all media and in all forms, including, without limitation, advertising, promotional materials, publicity, digitized images, broadcasts, videos, films, commercials, and merchandise without further compensation or any limitation whatsoever, and all rights, title, interest in copyrights therein shall be Carrier's sole property, free from all claims by Guest (or Responsible Adult's minor child or ward) or any person deriving any rights or interests from Guest or Responsible Adult's minor child or ward. In addition, Guest or Responsible Adult agrees to indemnify Carrier for any liabilities, claims, actions, damages, costs or expenses (including, but not limited to, attorneys' fees and fees of other professionals) if this consent and release is disavowed by the minor child/ward or on behalf of the minor child/ward.
39. Guest agrees to abide by all the Carrier's rules and regulations and all orders and directions of the Vessel's officers or medical personnel, or any officer purporting to represent any government. Guest also agrees that any suggestions, ideas, feedback or comments which Guest communicates to Carrier (collectively "Guest Suggestions") shall not be proprietary or confidential, and Guest hereby grants Carrier and Carrier's Affiliates the right (but not the obligation) to use, disclose and implement any Guest Suggestions without any liability, compensation or obligation whatsoever on Carrier's part.
40. Guest acknowledges and confirms that any travel agent or sales agent utilized by Guest in connection with the issuance of this Cruise Contract is, for all purposes, Guest's agent and Carrier shall not be liable for any representation made by said travel agent or sales agent. Guest shall remain liable at all times to Carrier for the price of passage. Guest understands and agrees that receipt of this Cruise Contract or any other information or notices by Guest's travel agent or sales agent shall be deemed receipt by the Guest as of the date of receipt by the agent. Guest acknowledges that Carrier is not responsible for the financial condition or integrity of any travel agent or sales agent.
41. Each Clause and provision of this Cruise Contract is severable. If any portion of this Cruise Contract shall be determined to be invalid or otherwise unenforceable or without effect, then only such portion shall be deemed severed from the Cruise Contract and all remaining portions shall remain in full force and effect.
42. The Terms and Conditions contained in the Disney Cruise Line website (www.disneycruise.com/termsandconditions) in effect as of the commencement date of the voyage to which this Cruise Contract relates are hereby incorporated by reference into this Cruise

Contract. In the event of conflict between the provisions of this Cruise Contract, the Terms and Conditions contained in the Disney Cruise Line website, the terms of any Disney Cruise Line advertisement or offer, and the oral representations of any Disney Cruise Line representative, the provisions of this Cruise Contract shall control.

43. This Cruise Contract is the sole and entire agreement of the parties. There are no prior or present agreements, representations or understandings, oral or written, which are binding upon either party, unless expressly included in this Cruise Contract. No modification or change of this Cruise Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

MAGICAL CRUISE COMPANY, LIMITED D/B/A DISNEY CRUISE LINE,

210 Celebration Place, Celebration, FL 34747

Mailing Address: PO Box 10210, Lake Buena Vista, FL 32830

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