

PASSENGER COPY

**SILVERSEA CRUISES LTD.**

**PASSAGE CONTRACT  
ISSUED SUBJECT TO IMPORTANT TERMS AND CONDITIONS  
PLEASE READ CAREFULLY BEFORE ACCEPTING**

**IMPORTANT NOTICE TO PASSENGERS**

**THIS PASSAGE CONTRACT IS A LEGALLY BINDING CONTRACT BETWEEN YOU, THE PASSENGER, AND SILVERSEA CRUISES LTD. (THE “CARRIER”). THIS PASSAGE CONTRACT CONTAINS IMPORTANT TERMS AND CONDITIONS.**

**YOU ARE ESPECIALLY DIRECTED TO CAREFULLY READ AND UNDERSTAND SECTIONS 11, 12, 13 AND 21, AS THEY CONTAIN SIGNIFICANT LIMITATIONS ON YOUR RIGHTS TO ASSERT CLAIMS FOR PERSONAL INJURIES, ILLNESS OR DEATH AND BAGGAGE AND PERSONAL PROPERTY LOSS AGAINST CARRIER, THE VESSEL, RELATED ENTITIES AND THEIR OFFICERS, AGENTS AND EMPLOYEES.**

**PLEASE NOTE: PASSENGER ACKNOWLEDGES AND UNDERSTANDS THAT HE/SHE IS REQUIRED TO READ THIS TICKET IN ITS ENTIRETY PRIOR TO MAKING ANY PAYMENT FOR THE CRUISE BOOKING. THE BOOKING AND ANY PAYMENT MADE TOWARDS THE PURCHASE OF A CRUISE WITH THIS CARRIER CONSTITUTES ACCEPTANCE BY PASSENGER OF ALL TERMS AND CONDITIONS OF THIS PASSAGE CONTRACT, AS IT MAY BE AMENDED OR MODIFIED REGARDLESS OF WHETHER PASSENGER EMBARKED THE VESSEL.**

**1. DEFINITIONS**

A. The term “Carrier” includes Silversea Cruises Ltd., any parent, subsidiary, affiliate, or successor company, the Vessel (or any substitute vessel) named on this Passage Contract (the “Ticket”), the Vessel’s owners, operators, managers and charterers and all launches and craft belonging to any such Vessel or owned or operated by its owners, operators, managers, or charterers.

B. The term “Vessel” means the ship chartered, operated, or provided by Carrier upon which Passenger has booked passage and/or embarked.

C. The term “Voyage” means the voyage from the port of embarkation to the port of disembarkation.

D. The term “Optional Package Programmes” means, individually and collectively, the Silver Sky Air Programme, the Silver Shore Programmes and pre-booked shore excursions,

unless otherwise indicated.

E. The terms “You” and “Passenger” mean the person(s) booking and/or purchasing space through Carrier and/or who embark upon the Vessel and any accompanying minors. The benefits and limitations of this Passage Contract shall apply to all such persons and entities as set forth in Sections 5 and 24 below.

F. “Passage Contract” means this “Ticket,” as it may be amended or modified, which is a legally binding contract between You and Carrier.

G. “Force Majeure” means and includes war, or warlike conditions, terrorist activities, breakdown, fire, perils of the seas, storms, “foundering” or other weather related occurrences, earthquake, flood, vandalism, destructive acts of God or of government, political disturbances, legislative enactments, embargo, riot, civil commotion, regulatory interference, strikes, lockouts, shortages, industrial and labor disputes and all other causes beyond the reasonable control of Carrier.

H. “Classic Fleet” means Silver Cloud (prior to November 15, 2017), Silver Wind, Silver Shadow, Silver Whisper, Silver Spirit and Silver Muse.

I. “Expedition Fleet” means Silver Cloud (on/after November 15, 2017), Silver Explorer and Silver Discoverer.

## **2. RIGHT TO CANCEL RESERVATION; DISEMBARK**

**Carrier expressly reserves the right to change, modify, adjust or amend the rules, policies, laws and regulations delineated in this Ticket at any time and as is necessary in Carrier’s discretion.**

Carrier reserves the right to cancel reservations and bookings whether or not a deposit has been received. In such an event, unless said cancellation is due to an event of Force Majeure (see definitions), and except as provided in section 15, Carrier’s only liability will be to refund to the Passenger the amount it has received. In the event Carrier is informed that its Vessel or Passengers may be delayed, detained or denied entrance into any port due to the presence onboard of any individual, regardless of the reason for such potential delay, detention or denial, Carrier in its sole discretion may disembark any Passenger whose presence onboard may cause such potential delay, detention or denial and Carrier will not make a refund or be otherwise liable to Passenger in such circumstances. Nor shall Carrier be responsible to such Passenger for the lodging, food, return transportation or any other expenses incurred by said Passenger in connection with such premature disembarkation from the Vessel. It shall be the sole responsibility of Passenger to determine whether Passenger may be delayed, detained or denied entry into any port upon which the Vessel may call.

## **3. CRUISE FARE; TRAVEL AGENT**

Unless otherwise specified, the “cruise-only” fare paid by Passengers covers certain shipboard services including suite accommodations, all meals and entertainment. The fare may also include: gratuities, a special shore event on select sailings and complimentary beverages (including select wines, champagnes and spirits). Not included in the cruise-only fare are: optional shore excursions, meals ashore unless noted, accommodations while ashore, casino gaming, laundry or valet services, childcare services onboard ship, purchases from the ship boutiques, fuel or security surcharges, any item or service of a personal nature such as massages, spa treatments, hair styling, manicures and medical care. Some champagne, premium wine and spirit selections, caviar and cigars are not included in your fare and some champagnes, premium wine and spirit selections may not be available at all times.

Under normal conditions the cruise-only fare is guaranteed at the time of booking. However, the fare that You pay is determined far in advance of initial departure on the basis of then-existing projections of fuel and other costs. In the event of any significant change in such costs beyond Carrier’s control, including but not limited to increases in the price of fuel, currency fluctuations affecting our costs, increases in government taxes or levies, or increased security costs, Carrier reserves the right to surcharge the passengers to cover such unexpected costs. Carrier reserves the right to charge a per person fuel supplement in the event that the price of Brent\* crude oil is greater than US\$80.00 per barrel at any time prior to sailing, up to and including the day of embarkation.\*Brent crude oil prices are published on [www.Bloomberg.com](http://www.Bloomberg.com).

Passenger’s cruise fare is not considered paid until Carrier receives full payment, and the amount of the cruise fare is subject to change at any time prior to Carrier’s receipt of payment. Travel agents are considered to be the agent of Passenger and not of Carrier. Carrier is not liable for any representation, act or omission of Passenger’s travel agent or the travel agent’s failure to remit the cruise fare or any other fees or charges owed to Carrier on Passenger’s behalf. Passenger shall at all times remain liable to Carrier for the price of passage. Carrier reserves the right to refuse embarkation if all charges and surcharges have not been paid in advance of departure.

## **SILVERSEA EXPEDITIONS AIR CHARTER PACKAGES**

To facilitate travel to certain remote embarkation/debarkation ports it may become mandatory for guests sailing on Expedition Fleet vessels to purchase a Silversea air charter package (“Air Charter Package(s)”). If an Air Charter Package is required, the charter flight will be in economy class and will include the transfers from the airport to ship and ship to the airport. Silversea will make the final determination of the necessity of a charter flight 120 days prior to the voyage departure date.

## **4. SILVER SKY AIR PROGRAMME**

The “Silver Sky Air Programme” includes roundtrip Economy Class air transportation from select US and Canadian airports and transfers between the airport and pier on day of embarkation/disembarkation, unless otherwise indicated. The “Silver Sky Air Programme” is sold as a package, and Passengers electing not to use any portion may do so voluntarily. No

refund will be made by Carrier on unused package components. The Silver Sky Programme is subject to availability at the time of booking.

Carrier will use its best efforts to book connections permitted by the rules of the airlines. In the event that Passenger fails to make a connection between two flights that has been booked by Carrier, then Carrier shall have no liability to Passenger for any losses or damages.

Carrier is unable to accept unaccompanied Passengers under eighteen (18) years of age on the Silver Sky Air Programme.

## **5. TICKET NON-TRANSFERABLE; BINDING EFFECT**

This Ticket is valid only for the Voyage indicated on the Ticket and may not be sold, transferred or assigned by Passenger. Carrier shall not be liable to make any refund to Passenger for lost Tickets or Tickets wholly or partially not used by a Passenger. The terms and conditions of this Ticket, and any subsequent amendments and /or modifications thereto, equally apply to and are binding on the Passenger, the Passenger's spouse, heirs, executors, administrators, personal and legal representatives, dependents and next of kin. The Passenger represents and warrants that he/she is duly authorized by and on behalf of all Passengers (including minors) named on this Ticket to agree to all of the terms and conditions of this Ticket and to bind all such Passengers to such terms and conditions.

## **6. CANCELLATION BY PASSENGER**

If You find it necessary to cancel your reservation or any component thereof, You or your travel professional are required to contact the Silversea Reservations Department by telephone as well as submit your cancellation in writing. If your cancellation request is received more than 120 days prior to your initial sailing date<sup>1</sup>, a US\$200 non-refundable administrative fee will be charged per booking. This administrative fee may be converted to a future cruise credit valid for travel within 12 months from the date of the cancelled voyage. Cruise tickets must be returned to Carrier before refunds (if any owed) can be processed.

Cruise cancellation requests received within 120-days of the initial sailing date will be subject to the following charges, regardless of whether Silversea has resold the cabin:

*If received 120-91 days prior to the initial sailing date, a charge of 15% of the total cruise fare per person*

*If received 90-61 days prior to the initial sailing date, a charge of 50% of the total cruise fare per person*

*If received 60-31 days prior to the initial sailing date, a charge of 75% of the total cruise fare per person*

*If received 30-0 days prior to the initial sailing date or non-appearance at the time of sailing, a charge of 100% of the total cruise fare per person*

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<sup>1</sup> Sailing date means the date scheduled for embarkation and departure.

Please refer to [www.silversea.com](http://www.silversea.com) for World Cruise cancellation penalties.

Penalties apply to changes and cancellations to the following optional package programs as follows:

**SILVER SKY® AIR PROGRAMME AND AIR CHARTER PACKAGES DEVIATION, CANCELLATION & ADMINISTRATIVE FEES (the “Fees”)**

All changes to confirmed air schedules at any time prior to departure will incur such fees and charges as the airline supplier may impose and any additional air costs associated with the confirmed changes to travel dates, flight schedules and/or airlines will be the responsibility of the guests and relevant fees will be applied to the guest's booking. In addition, guests will be charged a non-refundable administrative fee of US\$150 per person.

**CANCELLATION FEES**

The following cancellation fees are in addition to the applicable cruise cancellation charges set forth above:

If made 90 – 61 days prior to the initial sailing date US\$100 per person processing fee.

If made 60 – 0 days prior to the initial sailing date US\$100 per person processing fee and 100% of the Silver Sky Air Programme and/or Air Charter Package fare paid.

**SILVER SHORE SIMPLY HOTEL AND GRANDE HOTEL CHANGES and CANCELLATIONS**

If made 90-60 days prior to the initial sailing date US\$100 per person

If made 59-0 days prior to the initial sailing date 100% of programme fare per person

**SILVER SHORE LAND ADVENTURES CHANGES and CANCELLATIONS**

If made 90-0 days prior to the initial sailing date, the charge is 100% of programme fare per person.

**TRANSFER- ONLY OPTION CHANGES AND CANCELLATIONS**

If made 5-0 days prior to initial sailing date or non-appearance at the time of transfer 100% of total transfer price per person.

Carrier's cancellation penalties as mentioned above are strictly enforced. No refund or adjustment will be made in the event of interruption or cancellation of the cruise vacation after

the commencement of same. Carrier reserves the right to re-invoice in the event of errors.

## **7. UNSCHEDULED EMBARK/DISEMBARK**

International cabotage laws may prohibit Passengers from embarking or disembarking their Voyage in any port except the scheduled embarkation and disembarkation ports. Only those Passengers with a medical emergency may be allowed to embark/disembark the Vessel at an unscheduled embark/disembark port. If an unscheduled embarkation or disembarkation is permitted for Passengers as a result of a medical emergency, those Passengers may incur additional charges intended to cover any fine or penalty levied against Carrier, and any other additional costs. Passenger acknowledges and agrees that such additional costs will be added to the Passenger's onboard accounts prior to disembarking the Vessel.

## **8. PASSENGER RESPONSIBILITIES**

Prior to boarding You are required to complete a "Guest Information Form." No questions may be left unanswered. You may not be permitted to board the Vessel or embark on the cruise, or be asked to disembark after boarding, if complete information has not been provided. Carrier shall have no liability for any refund, payment, compensation or credit of any kind if You are disembarked or denied boarding due to an incomplete Guest Information Form.

The "Guest Information Form" requests the following information:

Full name of each passenger

Passport details

Birth date

Telephone numbers (landline and mobile)

Email addresses

Home addresses

Contact information of family members or others in the event of an emergency (Carrier must be able to reach each passenger's emergency contact at any time of day). Carrier must, therefore, be provided with all accurate and up to date information to allow Carrier to do so (such information should include the name, address, electronic mail address (if available) and phone number (including a mobile phone number if available) of a parent, guardian, spouse, domestic partner, or another person to contact in the event of an emergency.) Carrier shall not be liable for any damages, losses, costs, expenses or other claims, including without limitation claims for emotional distress, in the event Carrier is unable to reach an emergency contact for any reason, including the Passenger's failure to provide accurate contact information.

Passengers shall arrange to be at Carrier's pier in the initial port of embarkation (or airport if embarking a voyage in Longyearbyen, Norway) at least two (2) hours before the appointed time for sailing (or flight departure) in order to have sufficient time to check their baggage and to have their Ticket and other documentation examined. At the time of embarkation, the Passenger is responsible for having received all medical inoculations necessary for the Voyage and having in their possession this Ticket, valid passports, visas, medical card and any other travel and

health documents necessary for the scheduled ports of call and disembarkation. Passengers must retain all necessary documents throughout the Voyage. If any Passenger fails to obtain and to have such documents, that Passenger may be denied boarding and accommodation by Carrier or the Passenger may be disembarked during the Voyage and Carrier shall not be liable to any Passenger for any refund, payment, compensation or credit of any kind for such denial of boarding or disembarkation. It is the responsibility of each Passenger to determine what travel documents, visas, and medical inoculations are required for all ports of call on the scheduled itinerary, and Carrier shall have no responsibility to provide such information to Passengers. In the event Carrier provides information or advice as to necessary travel documents, visas and medical inoculations as a courtesy, Passengers are still obligated to personally verify such information with the appropriate government authorities. Carrier does not warrant or guarantee the accuracy of such information. It is also the responsibility of each Passenger to comply without delay with the requirements of all immigration, port, health, customs and police authorities, and all other laws and regulations of each country or state from or to which the Passenger will travel. Carrier shall not be liable to ensure Passenger's compliance or for any fines or expenses resulting from Passenger's failure to comply. Passenger agrees to reimburse Carrier for any resulting expenses or fines that it may incur in such circumstances.

You must attend all mustering drills while aboard the Vessel. This is an exercise that is required by law and is held for your safety. Your failure to attend a mustering drill may result in your disembarkation from the Vessel without liability to Carrier.

In the event that the government in a scheduled port of call denies (prevents) Passengers from entering, going ashore or disembarking due to the nature or content of Passenger's passport or visa or for any other reason whatsoever, Passenger understands that he/she may not be permitted to embark, disembark or go ashore in that country. Passenger agrees that Carrier cannot be held responsible if Passenger is unable to embark the Vessel as scheduled, Passenger is disembarked during the Voyage or Passenger is required to stay onboard during the call. Passenger acknowledges and agrees that Carrier shall have no liability for any refund, payment, compensation or credit of any kind to Passenger should any of these events occur.

## **9. RULES AND REGULATIONS**

**Passenger shall at all times comply with the provisions, laws, rules, policies and regulations set forth in and associated with this Ticket, as it may be amended and modified.**

You agree to follow, comply with and abide by all of the rules and regulations of Carrier, the rules of the Vessel and the orders and directions of the Captain and other officers of the Vessel. Carrier, the Captain and the officers of the Vessel have the right to use reasonable means to enforce these rules and regulations, which may include your removal from the Vessel, confinement in your suite, or quarantine. Carrier and the Captain shall have the right to deny boarding or to remove a Passenger from the Vessel for any lawful reason. In the event that you are removed from the Vessel for any reason, Carrier shall not be liable to you for any refund, payment, compensation or credit of any kind. Carrier, the Captain and the Vessel's officers, in their sole discretion, in order to ensure the safety of the Passengers, the Vessel and crew, reserve

the right to search any Passenger and/or Passenger's cabin and belongings, and they may preserve evidence of any reported incident or comply with any requests from law enforcement authorities and carry out any investigation aboard Carrier's Vessels. You hereby consent and agree to any such search and investigation, whether directed by any law enforcement agency (including, but not limited to, the Federal Bureau of Investigation) or requested by the Captain and officers of the Vessel.

## **10. PASSENGER INDEMNITY; USE AND DISPLAY OF LIKENESS**

Each Passenger shall be responsible to Carrier for, and shall indemnify Carrier against any and all damage to the Vessel, breakage of any fixtures on the Vessel and the rigid inflatable boats (hereinafter the "RIBs" or "Zodiacs"), and any other losses or expenses which Carrier may incur (including, any penalties, fines, costs, charges, damages, attorney's fees, losses or expenses incurred or imposed upon Carrier) arising out of Passenger's presence onboard or any conduct or activity undertaken by, or any omission or violation of law of Passenger or by any minor passenger for who the Passenger is responsible. Passengers shall neither pay nor receive any maritime "general average" contribution with respect to any property.

Carrier has the right to use photographic or video images of Passengers taken onboard the Vessel or otherwise during the Voyage for any marketing or other promotional purposes, unless Passenger specifically requests in writing prior to boarding that his or her image not be used for such purposes.

## **11. GENERAL LIABILITY LIMITATIONS - IMPORTANT NOTICE - PLEASE READ**

### **A. LIABILITY LIMITATIONS FOR LOSS OF LIFE AND/OR PERSONAL INJURY**

**CARRIER IS NOT LIABLE FOR INJURY, ILLNESS, OR DEATH OF ANY PASSENGER UNLESS DIRECTLY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CARRIER. FOR PURPOSES OF THIS TICKET, ANY INJURY, ILLNESS OR DEATH OF ANY PASSENGER CAUSED BY AN EVENT OF FORCE MAJEURE AS DEFINED IN THE SECTION OF THIS TICKET TITLED "DEFINITIONS" WILL NOT BE DEEMED TO BE DIRECTLY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CARRIER.**

**PASSENGER UNDERSTANDS AND AGREES THAT CARRIER SHALL HAVE NO LIABILITY FOR ANY INJURIES OR DAMAGES RESULTING FROM EVENTS OF FORCE MAJEURE. THE PASSENGER ASSUMES THE NORMAL RISKS OF TRAVEL BY SEA. IN NO EVENT SHALL CARRIER BE LIABLE TO PASSENGER WITH RESPECT TO ANY OCCURRENCE TAKING PLACE OTHER THAN ON THE VESSEL OR LAUNCHES OWNED OR OPERATED BY CARRIER.**

**ON INTERNATIONAL VOYAGES WHICH NEITHER EMBARK, DISEMBARK NOR CALL AT ANY U.S. PORT AND WHERE THE PASSENGER COMMENCES THE VOYAGE BY EMBARKATION OR DISEMBARKS AT THE END OF THE VOYAGE**



IN A PORT OF A EUROPEAN MEMBER STATE, CARRIER SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS AND IMMUNITIES FOR LOSS OF OR DAMAGE TO LUGGAGE, DEATH AND/OR PERSONAL INJURY AS PROVIDED UNDER EU REGULATION 392/2009 ON THE LIABILITY OF CARRIERS TO PASSENGERS IN THE EVENT OF ACCIDENTS. UNLESS THE LOSS OR DAMAGE WAS CAUSED BY A SHIPPING INCIDENT, WHICH IS DEFINED AS A SHIPWRECK, CAPSIZING, COLLISION OR STRANDING OF THE SHIP, EXPLOSION OR FIRE IN THE SHIP, OR DEFECT IN THE SHIP (AS DEFINED BY THE REGULATION), CARRIER'S LIABILITY IS LIMITED TO NO MORE THAN 400,000 SPECIAL DRAWING RIGHTS ("SDR") PER PASSENGER (APPROXIMATELY U.S. \$608,000, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE *WALL STREET JOURNAL*) IF THE PASSENGER PROVES THAT THE INCIDENT WAS A RESULT OF CARRIER'S FAULT OR NEGLIGENCE. IF THE LOSS OR DAMAGE WAS CAUSED BY A SHIPPING INCIDENT, CARRIER'S LIABILITY IS LIMITED TO NO MORE THAN 250,000 SDRS PER PASSENGER (APPROXIMATELY U.S. \$380,000, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE *WALL STREET JOURNAL*). COMPENSATION FOR LOSS CAUSED BY A SHIPPING INCIDENT CAN INCREASE TO A MAXIMUM OF 400,000 SDRS PER PASSENGER UNLESS CARRIER PROVES THAT THE SHIPPING INCIDENT OCCURRED WITHOUT CARRIER'S FAULT OR NEGLIGENCE. SHIPPING INCIDENTS DO NOT INCLUDE ACTS OF WAR, HOSTILITIES, CIVIL WAR, INSURRECTION, NATURAL DISASTERS, OR INTENTIONAL ACTS OR OMISSIONS OF THIRD PARTIES. IN CASES WHERE THE LOSS OR DAMAGE WAS CAUSED IN CONNECTION WITH WAR OR TERRORISM, CARRIER'S LIABILITY FOR ANY PERSONAL INJURY OR DEATH (WHETHER OCCURRING DURING A SHIPPING INCIDENT OR A NON-SHIPPING INCIDENT) IS LIMITED TO THE LOWER OF 250,000 SDRS PER PASSENGER OR 340 MILLION SDRS PER SHIP PER INCIDENT. PUNITIVE DAMAGES ARE NOT RECOVERABLE FOR CRUISES COVERED BY EU REGULATION 392/2009. FOR A COPY OF EU REGULATION 392/2009, VISIT [HTTP://EUR-LEX.EUROPA.EU/LEXURISERV/LEXURISERV.DO?URI=OJ:L:2009:131:0024:0046:EN:PDF](http://eur-lex.europa.eu/lexuriserv/lexuriserv.do?uri=OJ:L:2009:131:0024:0046:EN:PDF). IN ADDITION, GUESTS EMBARKING A CRUISE IN A EUROPEAN MEMBER STATE PORT ARE AFFORDED RIGHTS UNDER EU REGULATION 1177/2010. FOR ADDITIONAL INFORMATION ON EU REGULATION 392/2009 AND EU REGULATION 1177/2010, VISIT CARRIER'S WEBSITE AT <http://www.silversea.com/terms-conditions/passage-contract/>.

IF THE CRUISE IS FOR DOMESTIC CARRIAGE BETWEEN PORTS IN THE UK, CARRIER SHALL BE ENTITLED TO LIMIT ITS LIABILITY FOR DEATH AND OR PERSONAL INJURY TO 46,666 SDRs (APPROXIMATELY U.S. \$72,000 WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE *WALL STREET JOURNAL*) PER PASSENGER PER CARRIAGE PURSUANT TO THE "CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA (DOMESTIC CARRIAGE) ORDER 1987", INCORPORATING THE LIMIT OF THE "CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY

**SEA” OF 1974 (“ATHENS CONVENTION”).**

**NOTHING IN THIS TICKET IS INTENDED TO (NOR SHALL IT OPERATE TO) LIMIT OR DEPRIVE CARRIER OF ANY STATUTORY LIMITATION OF LIABILITY OR EXONERATION FROM LIABILITY, OR OF THE BENEFITS OF ANY STATUTE OR LAW OF ANY COUNTRY OR STATE WHICH MIGHT BE APPLICABLE TO PROVIDING FOR EXONERATION FROM LIABILITY OR LIMITATION OF CARRIER’S LIABILITY, INCLUDING STATUTES OF THE UNITED STATES OF AMERICA AS SET FORTH AT TITLE 46 U.S. CODE SECTIONS 30501 THROUGH 30509 AND 30511. NOR DOES CARRIER WAIVE ANY REMEDIES AVAILABLE TO IT UNDER THE LAW.**

**CARRIER SHALL NOT BE LIABLE FOR ANY INJURIES OR DAMAGES TO PASSENGER WHICH OCCUR WHILE PASSENGER IS PARTICIPATING IN ATHLETIC OR RECREATIONAL ACTIVITIES ONBOARD THE VESSEL OR ONSHORE AT ANY PORT OF CALL, INCLUDING, BUT NOT LIMITED TO, PASSENGER USAGE OF ANY PADDLEBALL, GYMNASIUM, JOGGING, GOLFING, HEALTH CLUB AND SAUNA FACILITIES. BY UTILIZING SAID FACILITIES, PASSENGER AGREES TO ASSUME ALL RISKS ARISING THEREFROM AND DOES HEREBY FULLY RELEASE AND DISCHARGE CARRIER FROM ANY AND ALL CLAIMS, DEMANDS, LOSS, COST, DAMAGES AND CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER THE SAME BE KNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM OR ARISING OUT OF PASSENGER’S USE OR INTENDED USE OF SAID FACILITIES.**

**CARRIER SHALL NOT BE LIABLE TO PASSENGER FOR DAMAGES FOR EMOTIONAL DISTRESS, MENTAL SUFFERING/ANGUISH OR PSYCHOLOGICAL INJURY OF ANY KIND UNDER ANY CIRCUMSTANCES, EXCEPT WHEN SUCH DAMAGES RESULTED FROM (a) PASSENGER SUSTAINING ACTUAL PHYSICAL INJURY, OR (b) PASSENGER HAVING BEEN AT ACTUAL RISK OF PHYSICAL INJURY, OR (c) WHEN SUCH DAMAGES ARE DETERMINED TO BE INTENTIONALLY INFLICTED BY CARRIER.**

**PRE- AND POST-CRUISE TOURS, SHORE EXCURSIONS, AND ANY AND ALL CONNECTING GROUND, VESSEL OR AIR TRANSPORTATION AND OTHER TOURS MAY BE OWNED AND/OR OPERATED BY INDEPENDENT CONTRACTORS AND CARRIER MAKES NO REPRESENTATIONS AND ASSUMES NO RESPONSIBILITY FOR SUCH SERVICES. (SEE ALSO SECTION 12 BELOW)**

**B. LIABILITY LIMITATIONS FOR LOSS OF OR DAMAGE TO PROPERTY**

**CARRIER IS NOT LIABLE FOR LOSS OF OR DAMAGE TO ANY OF PASSENGER’S BAGGAGE OR PROPERTY UNLESS DIRECTLY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CARRIER.**

**CARRIER SHALL IN NO EVENT BE LIABLE FOR THE LOSS OF OR DAMAGE TO CASH, NEGOTIABLE SECURITIES OR OTHER FINANCIAL INSTRUMENTS, GOLD, SILVERWARE, JEWELRY, WATCHES, ORNAMENTS, WORKS OF ART, PHOTOGRAPHIC/VIDEO/AUDIO EQUIPMENTS OR SUPPLIES, LAPTOP COMPUTERS, CELLULAR PHONES, BINOCULARS, EYEGLASSES, PROFESSIONAL OR TRADE EQUIPMENT AND OTHER VALUABLES UNLESS THE SAME HAVE BEEN DEPOSITED WITH THE MASTER OR OTHER DESIGNATED REPRESENTATIVE AGAINST RECEIPT FOR THE AGREED PURPOSE OF SAFEKEEPING. PASSENGER AGREES THAT THE VALUE OF PASSENGER'S PROPERTY, WHICH INCLUDES ALL BAGGAGE CARRIED BY PASSENGER, DOES NOT EXCEED US\$250 PER PASSENGER AND THAT CARRIER'S LIABILITY FOR SUCH PROPERTY SHALL BE LIMITED TO US\$250 PER PASSENGER. PASSENGER FURTHER AGREES THAT ANY LIABILITY OF CARRIER FOR ANY CAUSE WHATSOEVER WITH RESPECT TO SAID PROPERTY SHALL NOT EXCEED THESE AGREED VALUES AND LIMITATIONS, UNLESS THE PASSENGER SHALL DELIVER TO CARRIER, IN WRITING, PRIOR TO EMBARKATION, A DECLARATION OF THE TRUE VALUE OF THE PROPERTY AND PAY TO CARRIER PRIOR TO EMBARKATION A SUM EQUAL TO 5% OF THE EXCESS OF THE AGREED VALUES SET FORTH HEREIN. IN THAT EVENT THE LIABILITY OF CARRIER, IF ANY, SHALL NOT EXCEED THE DECLARED VALUE. IN THE EVENT THAT PASSENGER FAILS TO DECLARE, IN WRITING, THE TRUE VALUE AS SET FORTH IN THIS SECTION, CARRIER SHALL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO SUCH PROPERTY AND CARRIER'S LIABILITY FOR THESE ITEMS SHALL BE LIMITED AS SET FORTH ABOVE. CARRIER'S LIMIT OF LIABILITY ALSO PERTAINS TO ITEMS DEPOSITED IN THE VESSEL'S SAFE DEPOSIT BOXES AND/OR ITEMS PLACED IN PASSENGERS' IN-SUITE SAFES. HAND OR UNLOCKED BAGGAGE, BREAKABLES AND VALUABLES, INCLUDING ALL ITEMS LISTED IN THE SECTION ABOVE, MUST BE HAND-CARRIED BY PASSENGERS ON AND OFF THE VESSEL, ARE THE FULL RESPONSIBILITY OF THE PASSENGER AT ALL TIMES; AND MAY NOT BE INCLUDED WITH CHECK-IN BAGGAGE. CARRIER SHALL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO SUCH ITEMS. UNDER NO CIRCUMSTANCES MAY DANGEROUS OR ILLEGAL ITEMS OR SUBSTANCES (E.G., EXPLOSIVES, FIREARMS, LIQUID OXYGEN, COMBUSTIBLE OR ILLEGAL SUBSTANCES) BE TAKEN ONBOARD THE VESSEL. PASSENGER(S) SHALL BE RESPONSIBLE TO PRE-NOTIFY CARRIER IF THERE IS ANY QUESTION AS TO THE PERMISSIBILITY OF TAKING ANY ITEM OR SUBSTANCE ONBOARD THE VESSEL.**

## **12. INDEPENDENT CONTRACTORS/LIMIT OF LIABILITY; SHORE EXCURSIONS, LAND TOURS, LECTURES AND PERSONALITIES**

Carrier is not liable for acts of independent contractors. Independent contractors are available for Passenger's convenience onboard the Vessel and off the Vessel for a variety of services and/or the sale of merchandise available to Passenger. Arrangements with independent contractors are made as a contract by and between independent contractors and Passengers. Acts of independent

contractors are not acts of Carrier. Independent contractors include, but are not limited to, services onboard the Vessel such as doctors, dentists, nurses, clergy, barbers, hairdressers, manicurists, masseurs, spa operators, vendors of merchandise and apparel or other goods, entertainers, bridge instructors, lecturers, golf pros, hosts, athletic instructors and trainers. Independent contractors also include providers of transportation other than onboard the Vessel, such as providers of air transportation, including the air charters, sight-seeing tours, pre-cruise and post-cruise land packages, excursions and shore trips including, but not limited to, tender service, whether arranged or organized by tour operators, travel agents or through employees or agents of Carrier. All shore excursions and land tours are operated by independent contractors. In arranging for transportation to and from the Vessel with independent contractors and selling or reserving shore excursions and land tours, Carrier provides such services only as a courtesy to Passengers, may impose a charge and earn a profit from the sale of such excursions, services or transportation, but as a result of these activities assumes no liability for the actions or omissions of such contractors.

Passenger and Carrier agree that Carrier is not responsible for, and shall have no liability for, any form of loss, cost, damage or expense, personal injury or loss of property and death, or any airline cancellations, re-routings, and disruption of scheduled services or accommodations arising out of the use of any service or product provided by independent contractors or the acts or omissions of independent contractors. Passenger assumes the risk of any such loss, cost, damage or expense arising out of the use by Passenger of any such independent contractors.

Independent contractors charge for the products or services sold or rendered, and/or transportation provided to Passenger. In some cases these charges may be paid through and charged to Passenger's "onboard account".

Pre and post-cruise tours, shore excursions or special events are subject to cancellation and modification based on a variety of terms and conditions established by the independent contractor with respect to offering such tour or service. Carrier is not responsible for any such cancellation or modification.

Independent contractors are entitled to all of the limitations on liability and legal protection afforded to Carrier under this Ticket.

### **13. TIME LIMIT FOR REPORTING INJURY, LOSSES AND CLAIMS**

#### **PASSENGER UNDERSTANDS AND AGREES THAT:**

**A. CLAIMS FOR INJURY, ILLNESS OR DEATH: ANY INCIDENT OR ACCIDENT RESULTING IN INJURY, ILLNESS, OR DEATH TO THE PASSENGER MUST BE REPORTED IMMEDIATELY TO THE VESSEL'S OFFICERS. CARRIER WILL NOT BE LIABLE FOR ANY CLAIM FOR PERSONAL INJURY, ILLNESS OR DEATH UNLESS A DETAILED WRITTEN CLAIM IS PRESENTED TO CARRIER WITHIN SIX (6) MONTHS AFTER THE DATE OF THE INCIDENT OR ACCIDENT. LAWSUITS MUST BE FILED BY PASSENGER WITHIN ONE (1) YEAR OF THE DATE OF THE INCIDENT OR ACCIDENT CLAIMED OR ALLEGED TO HAVE**

**CAUSED THE INJURY, ILLNESS, OR DEATH.**

**B. ALL OTHER CLAIMS: CARRIER WILL NOT BE LIABLE FOR ANY OTHER CLAIM AGAINST CARRIER, INCLUDING BUT NOT LIMITED TO CLAIMS RELATING TO A PASSENGER'S BAGGAGE, ANY ALLEGED VIOLATION OF CIVIL RIGHTS, DISCRIMINATION, CONSUMER OR PRIVACY LAWS, OR OTHER STATUTORY , CONSTITUTIONAL OR LEGAL RIGHTS, OR FOR ANY LOSSES, DAMAGES OR EXPENSES RELATING TO OR IN ANY WAY ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THIS TICKET OR THE PASSENGER'S VOYAGE, OTHER THAN FOR INJURY, ILLNESS OR DEATH, UNLESS A DETAILED WRITTEN CLAIM IS PRESENTED TO CARRIER WITHIN THIRTY (30) DAYS OF THE DATE OF THE CLAIM OR ALLEGED LOSS. SUIT MUST BE FILED BY PASSENGER WITHIN SIX (6) MONTHS AFTER THE PASSENGER'S ARRIVAL AT THE FINAL PORT LISTED ON THE TICKET, OR IN THE CASE OF NON-ARRIVAL, FROM THE DATE ON WHICH THE PASSENGER SHOULD HAVE ARRIVED. ANY SUCH LAWSUIT MUST BE BROUGHT BY OR ON BEHALF OF THE INDIVIDUAL PASSENGER CONCERNED.**

**C. IF A WRITTEN CLAIM IS NOT MADE AND SUIT IS NOT FILED WITHIN THE TIME PROVIDED IN THIS SECTION 13, THEN THE PASSENGER WAIVES AND RELEASES ANY RIGHT HE OR SHE MAY HAVE TO MAKE ANY CLAIM AGAINST CARRIER ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THIS TICKET OR THE VOYAGE.**

#### **14. ITINERARY/CHANGES/SUBSTITUTION OF VESSELS/SAFETY AND SECURITY**

Passenger acknowledges and agrees that the scheduled itinerary for the Voyage and the announced departure and arrival times are not guaranteed. Carrier reserves the right to substitute another vessel for the scheduled Vessel whether or not owned or operated by Carrier. Any part of this Ticket and the Voyage is subject to cancellation, delay, modification, or port-of-call cancellation for any reason of and including but not limited to, stress of weather, prevailing weather conditions, exigencies of safe navigation, navigation through regulated waters, ports and channels, Force Majeure, acts of God, labor conflicts, war, hostilities, blockages, explosion, fire, collision, stranding or foundering of the Vessel or breakdown of the Vessel or failure of or damage to the Vessel or its hull or machinery or fittings howsoever and wheresoever any of the same may arise or be caused, or civil commotion, acts of terrorism, riot, insurrection, arrest, order or restraint by governmental authorities (including due to the actions of port officials), requisitioning of the Vessel, political disturbance, acts or threats of terrorism, inability to secure or obtain or failure of supplies including fuel, strikes onboard or ashore, airline strikes, docking difficulties, congestion, customs or immigration restrictions attributable to the travel documents, health certificates, or nationalities of persons onboard, directions of underwriters, search and rescue, medical disembarkation of crew or Passengers or any other circumstances beyond Carrier's control. If necessary in the sole discretion of Carrier, Carrier may substitute ports-of-call or otherwise make itinerary changes. Except as set forth in Section 15, Carrier shall not be liable to Passengers for any damages or other claims in the event of any delay, changes in

itinerary or inability to perform this Ticket by reason of the occurrence of any event or events described in this section.

Carrier visits numerous ports around the world. Passengers assume responsibility for their own safety and Carrier cannot guarantee Passengers' safety at any time. Risks ashore could include war, terrorism, crime or other potential sources of harm. The United States Department of State and other government agencies regularly issue advisories and warnings to travelers giving details of local conditions. Carrier strongly recommends that Passengers and their travel agents obtain and consider such information when making travel decisions. Carrier assumes no responsibility for gathering such information.

#### **15. HINDRANCE OF PERFORMANCE OF VOYAGE**

Except as provided, if the performance of the Voyage or any portion thereof is hindered or prevented (or if in the opinion of Carrier or the Captain is likely to be hindered or prevented) by reason of any event or occurrence as set forth in Section 14 of this Ticket or for any other reason which in the opinion of the Captain is required for the safety of passengers' property and the Vessel, Carrier shall have no liability to Passengers as a result of such cancellation, termination or modification. However, if the Voyage is cancelled or terminated early due to mechanical failure of the Vessel, each Passenger shall be entitled to a full refund for a cancelled Voyage or a partial refund for a terminated Voyage. For Voyages terminated early due to mechanical failure of the Vessel, Carrier shall also provide transportation to the Vessel's scheduled port of disembarkation or at Carrier discretion to the Passenger's home city; and lodging if disembarkation and an overnight stay in an unscheduled port are required.

#### **16. HEALTH AND MEDICAL MATTER/RESPONSIBILITY OF PASSENGER TO INFORM CARRIER OF HEALTH CONDITIONS OR PHYSICAL OR MENTAL LIMITATIONS**

Each Passenger acknowledges and voluntarily accepts and assumes the risks inherent in travel by sea, including the risk that advanced medical attention or emergency medical disembarkation may be delayed or impossible due to the location of the Vessel, prevailing weather conditions or other circumstances. Passenger represents and warrants that he or she is physically and otherwise fit to travel on the Voyage. All Passengers are required to report to Carrier at the time of booking, and follow-up in writing, any of the following:

- A) Any physical or mental condition that may require medical or professional treatment or attention during the Voyage;
- B) Any condition that may render the Passenger unfit for travel, or that may require special care or assistance;
- C) Any condition that may pose a risk or danger to the Passenger or anyone else onboard the Vessel;

D) Any condition that may require oxygen for medical reasons; or

E) Any intention to use or need to use a wheelchair, cart, other mobility device or a service or assistance animal onboard the Vessel.

Carrier may be unable to offer extra assistance to meet Passengers' special physical or health-related needs. Carrier strongly recommends that Passengers dependent upon a wheelchair for mobility travel with someone who is able to assist them ashore and at sea, and especially in the event of an emergency.

Please note that wheel on and/or wheel off access may not be available at some ports-of-call.

Expectant mothers are required to supply a medical certificate establishing their fitness for travel. Carrier is unable to accommodate women who have entered their twenty fourth week of pregnancy and will not be responsible or liable for any complication relative to any pregnancy during the entire duration of the Voyage or thereafter.

**CARRIER CANNOT GUARANTEE THAT CERTAIN MEDICAL SERVICES WILL BE AVAILABLE ONBOARD THE VESSEL AND IF MEDICAL SERVICES ARE AVAILABLE, THEY ARE SOLELY FOR THE PASSENGER'S CONVENIENCE. THE MEDICAL SERVICES THAT ARE AVAILABLE WHILE ONBOARD THE VESSEL ARE LIMITED AND PASSENGER UNDERSTANDS THAT THERE MAY BE CIRCUMSTANCES WHERE NEEDED MEDICAL SERVICES CAN ONLY BE PROVIDED BY A SHORESIDE MEDICAL FACILITY OR MEDICAL SPECIALIST.**

**PASSENGER FURTHER UNDERSTANDS THAT THERE MAY BE CIRCUMSTANCES WHERE THE VESSEL MUST BE DIVERTED TO DISEMBARK PERSONS IN NEED OF MEDICAL ATTENTION ASHORE. A REASONABLE CHARGE MAY BE IMPOSED FOR SUCH SERVICES. DOCTOR(S), NURSE(S) AND/OR DENTIST(S) (HEREAFTER COLLECTIVELY "MEDICAL PERSONNEL") ARE INDEPENDENT CONTRACTORS AND ARE NOT AGENTS OR EMPLOYEES OF CARRIER. MEDICAL PERSONNEL ARE SOLELY LIABLE FOR THEIR ACTS AND OMISSIONS. AS SET FORTH IN SECTION 12, CARRIER SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGES ARISING OUT OF THE CONDUCT OR ACTIONS OR OMISSIONS OF THE MEDICAL PERSONNEL. EACH PASSENGER HEREBY CONSENTS TO TREATMENT BY THE VESSEL'S MEDICAL PERSONNEL OR BY A PHYSICIAN DESIGNATED BY CARRIER IF, SUBSEQUENT TO EMBARKATION, THE PASSENGER IS UNABLE TO AUTHORIZE OR REQUEST SUCH TREATMENT AND IN THE OPINION OF THE VESSEL'S MEDICAL PERSONNEL NEEDS MEDICAL ATTENTION. EACH PASSENGER AGREES TO INDEMNIFY CARRIER IN THE EVENT CARRIER ELECTS TO PAY THE COST OF EMERGENCY MEDICAL CARE FOR THE PASSENGER, INCLUDING TRANSPORTATION. CARRIER, HOWEVER, IS NOT OBLIGATED TO MAKE ANY SUCH PAYMENTS.**

At any port, including the initial port of embarkation, Carrier shall have the absolute right to decline to carry and/or to disembark any Passenger if he or she is suffering from a contagious disease, if his or her health or physical condition otherwise renders him or her, in the opinion of Carrier or the shipboard Medical Personnel unfit to travel, or if his or her presence may, in the opinion of Carrier be detrimental to the comfort or safety of the other passengers or presents a risk of harm either to himself or herself or to the other passengers and the crew on the Vessel. Carrier shall not be liable for declining to carry or disembarking any such Passenger. In case of quarantine of a Passenger, the Passenger must personally bear all resulting risks and expenses, including the cost of maintenance during the period of detention. Carrier shall not be required to refund any portion of the cruise fare paid by any Passenger who may be denied boarding or who must leave the Vessel before the end of the Voyage for medical reasons, nor shall Carrier be responsible for the lodging, food, return transportation or other expenses incurred by said Passenger in connection with such premature departure. Passengers who are disembarked ashore for medical reasons shall be solely responsible for any and all expenses related thereto, including but not limited to, physicians, surgeons, hospitals, medications, diagnostic facilities, air ambulance, and evacuation or ground ambulance charges. Passenger hereby agrees to reimburse and indemnify Carrier for any funds advanced on account of any such charges and Passenger agrees to permit Carrier to charge Passenger's credit card for such charges.

## **17. ACCOMMODATION OF CHILDREN**

For Classic Fleet voyages: Carrier is unable to accommodate children less than six (6) months of age. Passengers must notify Carrier of any children between the ages of six (6) months and one (1) year who will be sailing onboard, and they will require a signed and notarized waiver. Carrier reserves the right to limit the number of children less than three years of age aboard the vessel.

For Expedition Fleet voyages: Carrier is unable to accommodate children less than one (1) year of age. No children under the age of six (6) years will be allowed onboard Zodiacs. Children under the age of six (6) years will be unable to participate in any expeditions which require the use of Zodiac transfer to go ashore.

Any child under the age of eighteen (18) years of age must be accompanied in the same or connecting suite by a parent or other responsible adult over the age of twenty-one (21) years. In addition, if the adult accompanying this child is not a parent, a "Parental Consent Guardianship Form" must be signed by parent or legal guardian and received by Carrier prior to sailing. Children under eighteen (18) years of age are not permitted in the Vessel's casino.

No childcare services will be provided on board the Vessel.

## **18. ALCOHOL POLICY**

Passengers must be 21 years of age or older to purchase or consume alcohol aboard the Vessel. Carrier reserves the right to refuse to serve anyone (a) who in its sole judgment may be under the influence of alcohol; or (b) for any reason necessary in Carrier's or the Captain's or other officer's judgment to preserve the health and safety of Passengers and employees.



## **19. OFF-SHIP, SPORTS & RECREATIONAL ACTIVITIES, EXPEDITION EXCURSIONS AND EQUIPMENT**

In consideration of his or her payment of the cruise fare, each Passenger, unless otherwise provided herein, will have the option to utilize Carrier furnished equipment and to participate in various sports and recreational activities and expedition excursions off, under, around, about and in the environs of the Vessel and locations visited during the Voyage. These activities include but are not limited to zodiac transfers, fishing, kayaking, snorkeling, scuba diving, swimming, hiking and extensive walking (collectively "Off-ship Activities"). The Passenger acknowledges that: (a) there are risks and dangers involved in his or her participation in Off-ship Activities and that these are dangerous activities that can result in serious injury or death; (b) Carrier can in no way guarantee the safety or welfare of Passengers in any off-ship activities and that Carrier is merely providing equipment and instruction to enhance the Passenger's enjoyment; (c) Passengers shall knowingly and voluntarily assume the risk of and shall indemnify Carrier against any claims made by or on his or her behalf as a result of using Carrier's equipment and participating in Off-ship Activities; (d) Passengers shall acquire the training necessary to participate in Off-ship Activities and shall follow the rules and procedures maintained by Carrier; and (e) Carrier shall accept no responsibility for Passenger's failure to abide by governmental rules, regulations and restrictions concerning Off-ship Activities. All Passengers will be required to sign a Waiver and Release of Liability before being allowed to participate in any Off-ship Activities. Any Passenger unwilling to sign an Indemnity and Release will be unable to participate in any Off-ship Activities.

On those voyages where scuba diving is offered, Passengers wishing to participate will be required to have a current Advance Open Water Dive certification (a copy of which must be provided to Carrier) as well as medical and dive insurance covering evacuation, medical treatment and repatriation (copies of which must be provided to Carrier), and complete a questionnaire to establish eligibility. Passengers who are unable to meet these requirements will be unable to participate in any scheduled dives. Carrier reserves the right to limit the number of Passengers per dive.

## **20. PAYMENTS**

Any and all payments by Passengers to Carrier for the service provided onboard the Vessel shall be made in U.S. currency or in such other currency as is acceptable to the respective payee. All amounts payable to Carrier or any such service providers shall be paid before final disembarkation from the Vessel. A 2% transaction fee will be charged for all cash advances.

## **21. CHOICE OF LAW/PLACE OF SUIT; WAIVER OF TRIAL BY JURY; CLASS ACTION WAIVER**

**THIS TICKET AND ALL DISPUTES OR CLAIMS WHATSOEVER BY PASSENGER SHALL BE GOVERNED EXCLUSIVELY, IN ALL RESPECTS, AND WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES, BY THE GENERAL MARITIME LAW OF THE UNITED STATES INCLUDING THE DEATH ON THE HIGH SEAS ACT( 46 USCS § 30302). EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN**

**THIS TICKET, PASSENGER AGREES THIS CHOICE OF LAW SUPERSEDES AND PREEMPTS ANY PROVISION OF LAW OF ANY OTHER STATE OR NATION.**

**IT IS SPECIFICALLY AGREED BY AND BETWEEN YOU, THE PASSENGER, AND CARRIER THAT ANY AND ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THIS TICKET, YOUR BOOKING OF SPACE OR YOUR CRUISE SHALL BE LITIGATED SOLELY AND EXCLUSIVELY, IF AT ALL, IN AND BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA IN DADE COUNTY, FLORIDA AND IN THE EVENT THAT UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA LACKS SUBJECT MATTER JURISDICTION THEN ANY SUIT MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION LOCATED IN DADE COUNTY, FLORIDA TO THE EXCLUSION OF ANY OTHER COURT WHERE SUIT MAY OTHERWISE BE BROUGHT.**

**NEITHER CARRIER NOR PASSENGER SHALL HAVE THE RIGHT TO TRIAL BY JURY AND EACH EXPRESSLY WAIVES SUCH RIGHT.**

**RESOLUTION OF ALL DISPUTES HEREUNDER SHALL BE BY AND BETWEEN CARRIER AND PASSENGER INDIVIDUALLY AND SHALL NOT BE LITIGATED AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION.**

## **22. INTERPRETATION/SEVERABILITY**

Should any provisions of this Ticket be contrary to or invalid by virtue of the law of any jurisdiction or be so held by a court of competent jurisdiction, such provision, or part thereof, shall be deemed to be severed from this Ticket and of no force and effect and all remaining provisions herein shall continue to be in full force and effect. The headings of this Ticket are for convenience of reference only and shall not define or limit any of the terms or provisions thereof. Whenever the context so requires, references to the male gender shall include references to the female and references to the singular the plural and vice versa. The officers, employees and agents of Carrier, independent contractors, and, if not included in such group, the officers and crew of the Vessel shall have the benefit of any limitations of liability to Passenger set forth in this Ticket.

**23. WARRANTIES/CONSEQUENTIAL DAMAGES EXCLUDED. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR USE, SEAWORTHINESS AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED FROM THIS AGREEMENT. CARRIER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.**

## **24. WRITTEN NOTICES**

Except as otherwise expressly provided in this Ticket, all written notices to Carrier required or

permitted by this Ticket must be mailed, postage pre-paid, to Silversea, 333 SE 2nd Avenue Suite #2600, Miami, Florida 33131.

**25. EXCEPT AS PROVIDED IN THIS SECTION, THE PROVISIONS OF THIS TICKET REPRESENT THE ENTIRE AGREEMENT BETWEEN THE PASSENGER AND CARRIER AND IS A BINDING CONTRACT. THE PASSENGER'S PURCHASE OF THIS TICKET REPRESENTS HIS/HER AGREEMENT WITH, ACKNOWLEDGEMENT AND ACCEPTANCE OF, AND CONSENT TO ALL TERMS AND CONDITIONS OF THIS PASSAGE CONTRACT, WITH ALL PRIOR REPRESENTATIONS, STATEMENTS, ADVERTISING AND SOLICITATIONS, ORAL OR WRITTEN, HAVING BEEN MERGED HEREIN AND SUPERSEDED HEREBY. CARRIER MAY CHANGE OR MODIFY THESE TERMS AND CONDITIONS UPON WRITTEN NOTICE TO PASSENGER. IN THE EVENT OF A DIRECT CONFLICT BETWEEN A PROVISION OF THIS TICKET AND A PROVISION OF THE *CRUISE INDUSTRY PASSENGER BILL OF RIGHTS* ("PBOR") IN EFFECT AT THE TIME OF BOOKING, THE PBOR CONTROLS.**