

TERMS OF PASSAGE

CRUISE TICKET CONTRACT TERMS

IMPORTANT NOTICE TO PASSENGERS: THIS CRUISE TICKET CONTRACT AFFECTS YOUR LEGAL RIGHTS AND IS BINDING ON YOU. PLEASE READ THE TERMS SET FORTH IN THIS DOCUMENT CAREFULLY.

1. **DEFINITIONS.** As used in this Cruise Ticket, “Passenger” means each person purchasing or accepting or using this Cruise Ticket; “Vessel” means the ship named in the Cruise Ticket and any substituted ship and all tenders; “Carrier” means the operator of the Vessel named in the Cruise Ticket; and “Cruise” means the voyage that is the subject of this Cruise Ticket, including all related activities whether or not aboard the Vessel.

2. **BINDING CONTRACT.** This Cruise Ticket is a contract between Carrier and the Passenger(s) named on the face of this Cruise Ticket (the “Contract”) valid only for the voyage and date specified. Passenger, by making any payment to Carrier including without limitation deposits, accepts this Cruise Ticket and agrees, both on Passenger’s individual behalf and on behalf of any person or child travelling with or in the care of Passenger, to be bound by all of its terms, including specifically those regarding Carrier’s liability and the provision of personal services.

3. **VOYAGE AND FARE.** Upon receipt of the applicable fare for each Passenger, Carrier will provide, subject to all the terms of this Cruise Ticket Contract, the transportation specified in the Cruise Ticket, food, accommodations, and all normal shipboard services and facilities while aboard the Vessel. Unless otherwise specified in this Cruise Ticket or Passenger’s itinerary, the fare does not include alcoholic beverages or other items or services of a personal nature, taxes, or gratuities, all of which are for the account of the Passenger. Unless otherwise provided in their Cruise itinerary, Passengers must pay their own expenses while off the Vessel. No refunds will be made for unused excursions, activities, accommodations or Cruise features when voluntarily cancelled or omitted by the passenger or when resulting from actions of third party providers or other causes or acts beyond Carrier’s reasonable control. Passenger shall pay any additional costs of any nature, including without limitation those for additional excursions, food, beverages and any other additional items before Passenger departs the Vessel.

4. **NON-TRANSFERABLE.** This Cruise Ticket is not transferable. The fare paid shall not be refundable except as and to the extent provided in this Contract or as may be permitted in Carrier’s brochure or website, in effect at the time Passenger’s first deposit or payment is received by Carrier, and shall be fully earned by the Carrier at the time of payment or, if not previously paid, at embarkation. Carrier shall not be liable to make any refund to Passenger for any Cruise Ticket lost or wholly or partially not used.

5. TRAVEL DOCUMENTS AND HEALTH. Passenger assumes all responsibility for and shall have upon embarkation all passports, visas, and other travel documents, including health and vaccination certificates, that are or may be required by governmental or other authorities. At embarkation, Passenger must be fit to undertake the intended Cruise aboard the Vessel and to use the ship's boats or other craft or gangways for boarding and going ashore. Passenger may be denied boarding without refund if Passenger does not have proper documentation or, in the opinion of Carrier or Vessel's Captain, is not fit for the voyage or requires special care, treatment or attention beyond that which Carrier can provide aboard Vessel at time of embarkation.

6. PASSENGER'S RESPONSIBILITY AND OBLIGATIONS.

A. Passenger shall obey all orders of the Vessel's Captain, crew and expedition leaders (which may be communicated by the Vessel's crew), and shall be bound by and comply with the regulations established from time to time by Carrier and on board the Vessel respecting the carriage of Passengers and their property, and for general comfort and safety of those aboard the Vessel, and shall comply with all applicable laws and regulations. Passenger shall indemnify and hold Carrier harmless for any and all claims, losses and expenses resulting in whole or part from Passenger's failure to comply with any of Carrier's regulations or orders.

B. Passenger agrees and consents in the interests of international security and safety at sea to a reasonable search being made of the Passenger's person, baggage and other property, and of any accommodation aboard the Vessel occupied by Passenger at any reasonable time including during the voyage, and to the removal and confiscation or destruction of any object that may, in the opinion of the Carrier or Vessel's Captain, impair the safety of the Vessel, constitute a violation of law, fail to comply with any regulations established by Carrier or any orders of the Vessel's Captain or crew or inconvenience others aboard the Vessel.

C. Passenger shall indemnify Carrier for all penalties, fines, charges, damages and expenses incurred by or imposed on Carrier or the Vessel on behalf of Passenger or by reason of any act or violation of law by Passenger, including loss or injury to Passenger or others.

D. Passenger shall pay all port charges, health fees, quarantine dues and charges. If Passenger is detained on board Vessel or elsewhere because of quarantine, Passenger shall be responsible for and bear all risks and expenses, including shipboard daily maintenance, that result or relate to such quarantine.

E. Passenger shall take complete responsibility for the behavior, care, actions and safety of, and the compliance with the terms of this Cruise Ticket by, any and all minors travelling with or in the care of Passenger, whether or not related to Passenger, and shall indemnify Carrier to the extent provided in this Contract as if the acts of the minor were those of the Passenger.

F. Excursions and activities, whether on shore, off shore or otherwise, and

whether included or discretionary, may involve activities in a variety of physical environments and may require a minimum level of fitness. Passenger must determine his/her own fitness and suitability for any such excursions or activities, and Passenger represents and warrants to Carrier that Passenger has no physical, mental or other condition, impairment, or disability that may or will cause or create a risk of injury or other hazard to Passenger or others in respect to the activities or excursions Passenger has selected. Additionally, the Captain, in his/her sole discretion, may, but has no duty to do so, limit Passenger's participation in excursions or activities that could compromise safety, whether for the Passenger, other passengers, the crew or others.

G. Passenger shall not bring aboard the Vessel illegal drugs, firearms, or other illegal or prohibited items (collectively "Contraband"). If Passenger should be found with Contraband, the Contraband is subject to seizure by the Captain, and Passenger will be subject to immediate expulsion from the Cruise, with no right of refund, and Passenger shall be responsible for all costs that may result from such expulsion, including without limitation any transportation and accommodation costs or expenses. Additionally, Passenger shall be responsible for all costs, expenses and claims of any nature that result from Passenger's possession of Contraband on the Vessel, and agree to indemnify and hold Carrier harmless for all claims, costs and expenses it may incur resulting in whole or part from Passenger's possession of Contraband on board the Vessel.

7. BAGGAGE.

A. Passenger may have carried on the Vessel as baggage such wearing apparel, articles of personal adornment, toilet articles, and similar personal effects as are necessary and appropriate for the wear and use of Passenger on the Cruise. Carrier shall not have any responsibility for any money, jewelry, cameras, binoculars, portable communication or computing equipment, electronics, or other valuables, and any such articles taken aboard the Vessel shall be at Passenger's own risk. Passengers may not take as baggage or otherwise bring aboard the Vessel pets or other animals, firearms, prohibited or controlled substances, inflammable or hazardous items, or any prohibited contraband.

B. Passenger shall distinctly label each piece of baggage with Passenger's name, Vessel, cabin number and date of sailing. Carrier shall not be liable in any capacity whatsoever for loss, damage or delay to any baggage unless so marked and until delivered to and checked by Carrier on the wharf or Vessel. Carrier's responsibility with respect to Passenger's baggage and other property shall terminate on discharge from the Vessel, whether at the final or any intermediate port or place, and each Passenger shall be responsible to ensure his baggage is properly labeled and transferred to and put on any train, ship, aircraft or other means of transport in which they will proceed.

C. Passenger agrees that Carrier is not responsible for damage or loss to baggage or Passenger's personal property while in the custody of airlines or any third party.

D. Carrier shall have a lien upon Passenger's baggage and other property on the Vessel for all charges and amounts due Carrier from Passenger pursuant to the terms of this

Contract, and Carrier shall have the right to hold and retain such baggage and property until such charges are paid, and if not paid within sixty (60) days after demand, Carrier may enforce this lien by public or private sale of such baggage and property.

E. Passengers are not liable in respect of baggage or personal effects to pay, or entitled to receive, any general average contribution.

8. LIABILITY LIMITATIONS FOR BAGGAGE AND PROPERTY. IT IS STIPULATED AND AGREED THAT THE TOTAL VALUE OF PASSENGER'S BAGGAGE AND ALL OTHER PROPERTY OTHERWISE TAKEN BY PASSENGER ON THE CRUISE DOES NOT EXCEED U.S \$500 (FIVE HUNDRED DOLLARS) AND CARRIER'S LIABILITY, IF ANY, IN THE EVENT OF LOSS, DAMAGE OR DELAY TO ANY OF PASSENGER'S BAGGAGE OR OTHER PROPERTY SHALL NOT EXCEED US \$500 (FIVE HUNDRED DOLLARS). PASSENGERS MAY OBTAIN INSURANCE PROTECTION AGAINST THEFT AND OTHER LOSSES BY MAKING THEIR OWN ARRANGEMENTS FOR SUCH INSURANCE.

9. DELAYS AND CHANGE OF SCHEDULE.

A. Carrier and Vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, embarkation, disembarkation or otherwise, howsoever given by the government of any nation, or any department or agency, or any persons acting or purporting to act with the authority of such government, department or agency, or any committee or person having, under the terms of any insurance which may be on the Vessel, the right or authority to give such orders or directions. Carrier and Vessel also shall have liberty to proceed with or without pilot, tow or be towed, assist vessels and render aid in all situations, put back or into any port and deviate from the direct or customary course, or advertised or intended route, dry dock or go on ways, all for any purpose whatsoever before commencement or at any stage of the voyage.

B. In the event of any condition, or the happening of any matter, whether existing or anticipated before the commencement of or during the voyage, which in the sole judgment of Carrier or Vessel's Captain is likely to result in loss, damage or delay to the Vessel or Passengers, or may make it unsafe or imprudent to proceed on or to continue the voyage or to enter or discharge Passengers and/or cargo at one or more of the ports of call or destination, Carrier and Vessel shall have the liberty to omit one or more of the ports of call and/or the port of destination without any liability to Passengers on account thereof, and the Vessel may proceed direct to destination or call at such port or ports as Carrier or Vessel's Captain may deem safe or advisable under the circumstances. Passengers booked for ports omitted from the itinerary will be disembarked, with their baggage (conditions permitting), at the next port called at by the Vessel, subject to the terms, conditions and exceptions as stated in this Contract.

C. Carrier may omit, alter and/or curtail any shore excursion that in the sole judgment of Carrier or Vessel's Captain is likely to result in loss, damage, injury or delay to the Vessel or Passengers.

10. SUBSTITUTION OR CANCELLATION.

A. Carrier may substitute another Vessel for the Vessel named in this Contract, whether owned by Carrier or not, at the port of embarkment or at any other place. If prevented by any cause whatsoever from sailing or proceeding in the ordinary course, Carrier reserves the right of transferring the Passenger to any other Vessel (whether belonging to Carrier or not) bound for the port of destination or the nearest safe port. The bed, berth or stateroom allocated to Passenger may be changed in the event of a substitution of any Vessel or at the discretion of Carrier at any time without notice. If accommodations are not available at the rate indicated on this Ticket at the time

Passenger embarks on the Vessel, Passenger will receive the excess, if any, of the rate already paid or arranged for over the fare charged for the accommodations actually furnished.

B. Carrier may at any time, before or after embarkation of Passengers, and without notice, cancel the voyage or change the date of sailing, or increase the fare as circumstances warrant. In the event of cancellation, Carrier shall be at liberty by notice to terminate this Contract, and upon such notice being given, to refund to Passenger all sums paid under this Contract without further liability. In the event Carrier cancels a trip in progress, Carrier shall provide Passenger a prorated refund based on the number of days not completed on the expedition. In the event of postponement, Carrier need not furnish meals on board and may require Passengers to disembark. In the event of an increase in the fare, Passenger may cancel without charge upon written notice to the Company within 72 hours of receipt of notice of such increase, but not later than embarkation.

11. DISABILITY OF PASSENGER.

A. If in the judgment of Carrier or Vessel's Captain any Passenger may be excluded from landing at any destination by governmental authorities, or may endanger the health, safety or comfort of such Passenger or others by reason of any illness or condition or such Passenger's conduct or failure or refusal to observe or comply with any regulations that are or may be established on board the Vessel for the general comfort or safety of Passengers and crew, Carrier shall have the right to refuse to transport Passenger, or may land or eject Passenger at any port of call, at Passenger's own expense, or may require Passenger to submit to such restrictions on board the Vessel as in the opinion of Vessel's Captain or other officer in charge may be necessary for the safety or comfort of Passenger or others on board. Passengers requiring personal assistance, whether due to physical disability or otherwise, must be accompanied by someone who assumes full responsibility for such assistance for both the regular activities of the Cruise as well as any emergency situation. The Captain or such other officer shall be the sole judge of such matter, and Passenger agrees to accept such judgment as final, and neither Carrier nor the Vessel's Captain nor such officer shall be liable for mistakes in judgment exercised in good faith. If Passenger is refused passage or leaves the Vessel for any such reason, Carrier will not be required to refund any portion of the fare paid and will not be responsible for any of Passenger's costs. The acceptance of Passenger at embarkation shall not constitute a waiver of any right permitted in this Contract for Carrier or the Vessel's Captain to take action thereafter with respect to any condition or conduct of Passenger. All Passengers are subject to medical examination if required by Carrier.

B. Nothing in this Contract creates any obligation or duty on the part of Carrier to monitor, make any determination or decision or to take any action with respect to Passenger on account of Passenger's mental or physical condition, health or otherwise.

C. In the event a Passenger fails to board the Vessel prior to the time of its scheduled (or otherwise fixed) sailing from any of the ports visited, the Vessel may, at Carrier's option, sail without the Passenger, whereupon all liability and responsibility of Carrier with respect to such Passenger shall terminate, except to discharge Passenger's baggage and other effects, if any, at the destination named in this Ticket, subject to the terms, conditions and exceptions stated in this Contract. If Passenger shall establish the failure to board the Vessel reasonably was due to fault on the part of Carrier, then Carrier shall be responsible for the expense of forwarding the Passenger to the destination named in this Ticket (or to the Vessel, at Carrier's option), but shall not be in any respect otherwise liable. No persons are authorized to inform Passengers of the times of sailing from ports except the Vessel's officers, and the expedition leader.

12. PHOTO/VIDEO RELEASE AND ASSIGNMENT; DATA RIGHTS. Passenger acknowledges that as a normal part of its business, Carrier may produce photographic and video recordings of its voyages which may be made available to passengers and also may be used by Carrier in advertising and promoting its products. Passenger consents to the making of photographic and video recordings ("images") including Passenger's appearance and voice, while Passenger is engaged in the Cruise, and grants to Carrier the right to use such images and any copies or derivative works from such images in any manner for promotional and other commercial purposes, in any medium. Passenger releases and assigns to Carrier any right or interest Passenger may have in images including Passenger's appearance and/or voice taken by employees, agents or contractors of Carrier, and waives any rights of any kind in or over such images including rights of (A) compensation, (B) publicity, privacy or copyright, or (C) review, inspection or approval. When Passenger provides Carrier information via a digital or hard copy form or any other format that includes Passenger's personal contact information, including without limitation Passenger's email address or phone number(s), Passenger gives Carrier express written permission to use that information to contact Passenger.

13. GENERAL LIMITATION OF LIABILITY. Carrier and Vessel are not responsible for, and shall not be liable in any manner to Passenger, for any loss, injury, or death to Passenger or any property (whether such property be in the custody of Carrier or otherwise): (A) whenever occurring if caused by or arising from any Act of God, civil commotion or disturbance, labor action, Acts of State or restraint or requisition, fire, robbery, theft, pilferage (whether on board or on shore or whether or not by a person in the employment of Carrier), perils of the sea, errors in navigation, collision, inability to secure or failure of supplies, or any other cause beyond Carrier's reasonable control or actions of any person not shown to have been caused by Carrier's negligence; (B) occurring or sustained after disembarkation from the Vessel or prior to embarkation upon the Vessel, provided, however, that in case the Vessel's boats are used as tenders Carrier's responsibility (subject always to the terms of this Cruise Ticket) shall be in effect while Passengers are on board said boats; (C) attributable to any cancellation, prevention, change or delay of sailing, or detention during the Cruise caused by accident or

otherwise, or for any loss of time, hotel or board bills, travel expenses or other costs incurred in connection therewith; or (D) that arises from or is proximately caused by a pre-existing illness or condition. In addition, neither Carrier nor Vessel shall be liable for infliction of emotional distress, mental suffering or psychological injury, whether or not involving negligence or willful fault, except as otherwise required under 46 U.S.C. app. §183c(b). CARRIER EXPRESSLY DISCLAIMS ANY WARRANTY OF SEAWORTHINESS FOR THE VESSEL, HER CRAFT OR TENDERS, AND CARRIER SHALL NOT BE LIABLE FOR ANY CLAIMS OF ANY NATURE OR TYPE THAT ARE BASED IN WHOLE OR PART ON THE UNSEAWORTHINESS OF THE VESSEL. Any change in the relationship among parties that constitute the "Carrier's Affiliates" as defined in Clause 19 shall not be grounds for cancellation by or refunds to Passengers. Nothing in this Contract shall be construed as depriving Carrier of the benefit of any statute providing for limitation of or exoneration from liability, nor of any liberty, right or remedy, to which it would otherwise be entitled. ALL WARRANTIES INCLUDING WARRANTY OF FITNESS FOR USE AND OF MERCHANTABILITY ARE EXPRESSLY EXCLUDED. CARRIER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. PASSENGER ALSO AGREES, INDIVIDUALLY AND ON BEHALF OF HIS/HER DEPENDENTS, TO WAIVE ANY AND ALL CLAIMS FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR EXEMPLARY DAMAGES, EVEN IF SUCH DAMAGES ARE FORESEEABLE.

14. RELEASE AND ASSUMPTION OF RISK. Passenger acknowledges that there are certain unavoidable risks to Passenger and property associated with expedition travel, including, among others, collisions of ships or other vehicles; illnesses caused by consumption of food and beverages; slip and fall due to the motion of the sea or other causes; civil unrest or terrorism; forces of nature such as weather and the unpredictable behavior of animals in the wild; breakdown of equipment; and overexertion. Passenger understands and acknowledges that medical facilities and personnel are not available aboard the Vessel nor, in many cases, in the Vessel's ports of call nor for much of the Cruise itinerary, to deal with medical emergencies that may arise, and therefore there may be substantial delay in obtaining any needed medical care. Passenger assumes all risk arising from any medical care access issues or delay in obtaining medical care. Passenger understands that the pricing of this Cruise Ticket is based upon the assumption of these risks by Passenger. Therefore, Passenger releases the Carrier and the Vessel from any liability for personal injuries, illness or death, or loss of or damage to property, occurring during or as a result of the voyage, including on board ship, on land, on skiffs, kayaks or other craft or in transit, except as a direct result of the sole negligence of Carrier (and then subject to all the other provisions of this Cruise Ticket). Passenger further agrees that Passenger will participate in special activities such as boating, biking, 4 wheeling or kayaking only to the extent of Passenger's physical ability and qualification by experience, and agrees to assume all the risks of such activities, whether known or unknown, as well as all risks arising out of Passenger's personal medical condition prior to the voyage, whether or not disclosed to the Carrier.

15. **Force Majeure:** If a Cruise is either terminated, modified or otherwise changed due to an event of Force Majeure, Carrier shall not have any liability for any loss whatsoever to Passengers. An event of Force Majeure is the Vessel having been lost, hampered by bad

weather, or otherwise disabled, Acts of God, unforeseen sovereign or governmental action, perils of the seas or weather, fire, collisions, stranding and other accidents of navigation, even if the result of negligence, default or error in judgment by the Vessel captain, master or crew, or any other cause beyond Carrier's reasonable control. Additionally, Carrier shall not be liable for any delay in the commencement of a Cruise due to a general strike or lockout of seamen or other person(s) necessary for the provision, movement or navigation of the Vessel. Carrier shall also have the right to, and shall not be held liable for, deviating from course and progress as it deems appropriate, to assist in an effort to preserve life or property.

16. TIME LIMIT FOR CLAIMS. No claim for loss, injury or death shall be enforceable against Carrier or Vessel unless written notice of such claim is given with full particulars of the claim be delivered to Carrier within 185 days (30 days for claims relating to baggage or other loss), and unless suit is commenced within one year (six months for claims relating to baggage or other loss), after the day of such loss, injury or death, but provided that whenever Passenger's baggage or other property is inspected by Customs Authorities at the port of debarkation, notice of any loss or damage to such baggage or other property must be given in writing to Carrier or its agent before removal of such baggage or other property from the place of Customs inspection. If written notice of a claim is not given and suit not commenced within the time limits provided in this Contract (which provisions are not subject to waiver or extension by any employee or agent of Carrier) all suits and actions thereon no matter by whom instituted shall be barred. In any case where the periods fixed in this ticket for the filing of claims and/or the institution of suits are less than allowed in any statute relating to the carriage of Passengers or their baggage by sea, then this clause shall be construed and take effect as though the periods fixed for the filing of claims and/or the institution of suits were the periods referred to in such statute.

17. VENUE AND LAW FOR CLAIMS. Any claim or cause of action arising under, in connection with or otherwise incident to this Contract or the voyage that is the subject of this Contract, whether sounding in contract, tort, negligence or otherwise, shall be subject to the general maritime law of the United States, and to the extent applicable, the laws of the State of Alaska, and litigated, if at all, in courts located in Alaska, in a court of proper jurisdiction located in, or having jurisdiction over, the Borough of Sitka, State of Alaska, U.S.A.

18. INDEPENDENT CONTRACTORS. Tours, shore excursions, hotels, restaurants and transportation not aboard the Vessel are not under the control of Carrier, and Carrier shall have no responsibility or obligation other than (if undertaken) as agent for Passenger in engaging or contracting for the provision of such services, subject to the terms of those who actually undertake performance of the service, and whether or not the cost of such services is included in the fare for the Cruise. If the Vessel carries a person customarily providing personal service for a fee, or if Carrier arranges emergency medical care or transportation for Passenger's behalf, that is done solely for the convenience of Passengers and any such person or entity in dealing with a Passenger shall not be considered in any respect as the employee or agent of Carrier, but as an independent contractor. Carrier shall not be liable for any act or omission of such persons or entities, or those under their orders or assisting with respect to treatment, supplies, advice or care of any kind given to any Passenger. The cost or charge for any service provided by any such independent contractor for or on behalf of a

Passenger shall be the sole responsibility of the Passenger, and Carrier shall not be liable in any way whatsoever in any such arrangement. Passenger understands that any third parties providing excursions and other Cruise related services are independent contractors, and Carrier makes no warranties of any kind with respect to those excursions or services, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Passenger understands and agrees that Carrier shall not be liable for acts or omissions of these third parties, including without limitation any damage, death, loss or injury to person or property caused by any such third party, nor the standard of care Passenger receives from such third party. Passenger shall be responsible for any expense or cost that Passenger incurs due to delays, weather conditions or cancellations of shore excursions or transportation during the Cruise.

19. BENEFIT OF TERMS. All rights, exemptions from liability, defenses and immunities of whatsoever nature referred to in this Cruise Ticket as applicable to Carrier shall in all respects inure also for the benefit of the Vessel and its crew, as well as the Carrier's and the Vessel's respective owners, operators, managers, licensors, charterers, agents, and all affiliated and associated companies, sales representatives and employees of all such companies and individuals (collectively, "Carrier's Affiliates"), and all contractors of Carrier or Carrier's Affiliates acting in the course of or in connection with their respective engagements. For the purposes of the agreement contained in this clause, Carrier is or shall be deemed to be acting on behalf and for the benefit of all such persons and entities, who shall to this extent be or be deemed to be parties to the Contract contained in or evidenced by this Cruise Ticket.

20. ENTIRE CONTRACT. The provisions of this Cruise Ticket represent the entire Agreement and binding contract between Passenger and Carrier. This Cruise Ticket may be amended only by a writing signed by Passenger and Carrier, and no representations or conditions contained in Carrier's website or other electronic or social media, advertisements, notices, pamphlets, booklets or other literature, or other information, whether in written, oral or electronic form, made by any of Carrier's employees or Agents shall in any way affect or modify Carrier's liability. If any term or provision of this Cruise Ticket is invalid or unenforceable, the remaining terms and provisions of this Cruise Ticket shall remain in full force and effect. The captions to these various provisions are for convenience only, and shall not be interpreted to restrict or limit any such provision.