

ISLAND WINDJAMMERS, INC.
CONTRACT OF PASSAGE AND LIABILITY WAIVER

IMPORTANT NOTICE TO ALL GUESTS: PLEASE CAREFULLY READ THE FOLLOWING PASSAGE CONTRACT TERMS THAT GOVERN ALL DEALINGS BETWEEN GUEST AND CARRIER, AFFECT GUEST'S LEGAL RIGHTS AND ARE BINDING UPON GUEST, TO THE FULL EXTENT PERMITTED BY LAW, PARTICULARLY SECTION 12 GOVERNING THE PROVISION OF MEDICAL AND OTHER PERSONAL SERVICES AND SECTIONS 13 THROUGH 15 LIMITING CARRIER'S LIABILITY, GUEST'S RIGHT TO SUE OR ARBITRATE, AND WAIVER OF JURY TRIAL.

1. INTRODUCTION; DEFINITIONS; GOVERNING LAW.

- (a) Upon booking the Cruise, Guest explicitly agrees, on behalf of Guest and all other persons traveling under the passage ticket, to the terms of this Passage Contract. Upon receipt of the Cruise Fare, Carrier accepts the Guest(s) named on the passage ticket for the Cruise subject to the terms of this Passage Contract. Guest acknowledges and agrees that, except as otherwise expressly provided herein, the interpretation, applicability, and enforcement of this Passage Contract shall be governed exclusively by the general federal maritime law of the United States; provided, however, to the extent that such maritime law is not applicable, it shall be governed by and construed in accordance with the laws of the State of Georgia.
- (b) This Passage Contract constitutes the entire understanding and agreement between Guest and Carrier, and supersedes any prior oral, implied, written or other representations or agreements between Guest and Carrier. This Passage Contract governs the relationship between Guest and Carrier, whether the Cruise is purchased by Guest or on Guest's behalf, and can only be modified by a writing signed by Carrier. Guest may not sell, assign or transfer the passage ticket. No person other than that named in the passage ticket may use the passage ticket. Any portion or provision of this Passage Contract which is invalid, illegal or unenforceable shall be ineffective only to the extent of such invalidity, illegality or unenforceability and, except as noted in Section 15(b)(ii) below, shall be severed from this Contract without affecting in any way the remaining provisions of the Passage Contract which shall remain in full force and effect. For the purposes of the defenses, limitations of liability and rights of the Carrier set forth in this Passage Contract only. Whenever the singular number is used in this Passage Contract and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.
- (c) "Carrier" means the cruise line operator Island Windjammers, Inc., its employees, agents, affiliates, successors and assigns. For the purposes of defenses, limitations of liability, and rights of the Carrier set forth in this Passage Contract only, "Carrier" also includes the Vessel named on the passage ticket (or any substituted ship), the Vessel's owners, operators, managers, charterers, and agents, any affiliated or related companies thereof and their officers, crew, pilots, agents or employees, and all concessionaires, independent contractors, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to any such ship or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.
- (d) "Cruise" means the scheduled voyage as published in the passage ticket issued in connection with this Passage Contract, as may be amended pursuant to this Passage Contract, from the port of embarkation to the port of disembarkation, and also includes any air, rail, road or sea transport and any land accommodation components of any land-sea package sold, taken with or included in the price of the Cruise, and any activities, shore excursions, tours, or shoreside facilities related to or offered during the Cruise.

- (e) "Cruise Fare" means the amount payable by Guest to Carrier for the Cruise. It covers the Cruise, scheduled meals and accommodations while on board, air programs and/or other travel components that Carrier may add to the Cruise Fare and charge to Guest's cabin account and/or credit card. The Cruise Fare does not include charges for other incidental items, activities, excursions, transportation or personal services during or in connection with the Cruise; or any Government Fees or Taxes, airline or other carriers' services or baggage fees, for which a separate charge may be imposed.
- (f) "Guest" and "Guests" means the person(s) purchasing or traveling under the passage ticket or Passage Contract and persons in their care, including any minor, and their heirs, relatives and personal representatives. Any Guest purchasing or booking the Cruise or using this Passage Contract represents that he or she is authorized by all accompanying Guests to accept and agree to all the terms and conditions set forth herein.
- (g) "Vessel" means the ship chartered by Carrier on which Guest may be traveling or against which Guest may assert a claim.
- (h) "Government Fees and Taxes" may include any and all fees, charges, tolls and taxes imposed by U.S. and/or foreign governmental or quasigovernmental authorities including but not limited to U.S. Customs fees, dockage fees, wharfage fees, inspection fees, air taxes, hotel or VAT taxes incurred as part of a land tour, immigration and naturalization fees, and Internal Revenue Service fees, whether assessed on a per Guest, per berth, per ton or per vessel basis. In the case of per ton or per vessel assessments, those assessments will be spread over the Guest capacity of the Vessel. Government Fees and Taxes are subject to change and Carrier reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.

2. GUEST'S OBLIGATIONS.

Before Guest boards the Vessel, Guest must

- Pay the Cruise Fare.
- Familiarize himself with the Passage Contract.
- Bring all necessary travel documents such as passports, visas, proof of citizenship, re-entry permits, minor's permissions, medical certificates showing all necessary vaccinations, and all other documents necessary for ports of call in the countries to which Guest will travel.

It is the Guest's sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All Guests are advised to check with their travel agent or the appropriate government authority to determine the necessary documents. Guest will be refused boarding or disembarked without liability for refund, payment, compensation, or credit of any kind if Guest does not have proper documentation, and Guest will be subject to any fine or other costs incurred by Carrier which result from improper documentation or noncompliance with applicable regulations, which amount may be charged to Guest's stateroom account and/or credit card.

- Arrive promptly at the place and time indicated on the boarding pass, and have with Guest all required documentation.
- Be sure that Guest and any person in Guest's care are fit to take the Cruise (See Section 9).
- Prior to disembarking the Vessel, Guest must pay in full all amounts charged to Guest's stateroom account.
- Carrier shall not be liable for refund, payment, compensation or credit of any kind, nor damages resulting from Guest's failure to comply with any of the requirements set forth above.

3. NOTICE CONCERNING SAFETY AND SECURITY.

Carrier visits foreign ports. Although Carrier endeavors to provide reasonable protection for Guest's comfort and safety onboard its Vessel, Carrier cannot guarantee freedom from all risks associated with war, terrorism, crime or other potential sources of harm. Carrier reminds all Guests that they must ultimately assume responsibility for their actions while ashore. The United States Department of State and other similar government agencies regularly issue advisories and warnings to travelers giving details of local conditions in specified cities and countries according to such agency's perception of risks to travelers. Carrier strongly recommends that Guests and their travel agents obtain and consider such information when making travel decisions.

4. RIGHT TO REFUSE PASSAGE, CONFINE GUEST TO CABIN, OR DISEMBARK GUEST.

Carrier may without liability for refund, payment, compensation or credit, except as provided herein, disembark or refuse to embark Guest, confine Guest in a cabin, quarantine Guest, restrain Guest, change Guest's accommodations or disembark Guest at any time if, in the sole opinion of Carrier, Guest or any minor or other person in Guest's care during the Cruise are unfit for any reason for the Cruise, or Guest's presence might be detrimental to Guest's health, comfort or safety or that of any other person, or in the judgment of the Carrier is advisable for any reason. Carrier reserves the right to request a letter from Guest's physician attesting to Guest's fitness to travel, but by requesting such letter does not waive its right to disembark or refuse to embark Guest as set forth in this Section. If Guest is required to remain on board the Vessel or elsewhere, due to injury, illness, or disability, or due to action of any government or authority, or for any other reason not the fault of Carrier, Guest must pay or reimburse Carrier for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services for Guest or those accompanying Guest. Guests who will enter the 24th week of pregnancy by the last day of the Cruise agree not to book the Cruise or to board the vessel, and understand and agree Carrier strictly prohibits such persons from boarding. If Carrier refuses to allow Guest on board in advance of the Cruise for any of the reasons referred to in this Section, a refund of the Cruise Fare, if any, will be made based on the timing of such refusal in accordance with Section 6 and Carrier will have no further liability. If Guest become unfit to travel for any reason during the Cruise and/or disembark early, Carrier shall not be liable for any refund, payment, compensation, or credit of any kind.

5. ELIGIBILITY REQUIREMENTS.

(a) The minimum Guest age is 8 years old. Guests under the age of 21 years must be accompanied by a Guest 21 years or older who shall assume responsibility for their care during the cruise. Each Guest agrees and warrants that he/she will supervise any Guest in his/her care at all times to ensure all policies, along with all other rules of the Carrier and Vessel, are strictly adhered to by all Guests under their supervision.

(b) Guest further agrees to abide by all age, gender or other eligibility requirements applicable to any other activities, services or facilities available during the Cruise, and to ensure that Guest supervises the use of any such facilities by any minor in Guest's care. There may be age restrictions applicable to activities on the Vessel and ashore, which are established for the safety and wellbeing of all participants. Carrier and all independent contractors, as the case may be, reserve the right to revise eligibility requirements for activities during the cruise or ashore for safety or other lawful reasons from time to time, and with which each Guest agrees to comply.

6. CARRIER'S RIGHT TO CANCEL, CHANGE TIME OF SAILING OR PORTS OF EMBARKATION/DISEMBARKATION OR SHORTEN CRUISE; SUBSTITUTION.

Carrier may, at any time, without notice or liability for refund, payment or compensation or credit except as provided herein, cancel the Cruise, change the date or time of sailing or arrival, change the port of embarkation or disembarkation, shorten the Cruise or substitute ships, aircraft or other

transportation or lodging. Guest shall have no claim against Carrier, and Carrier shall not be liable (whether for damages or a refund, payment or compensation or credit of any kind) for hotel or meal charges, travel expenses or other loss, delay, inconvenience, disappointment or expense whatsoever in such circumstances, except as follows:

- if Carrier cancels the Cruise before it has started, it will issue an equivalent cruise credit to Guest (less any air or accommodation charges incurred).
- if the Cruise is terminated or ends early Carrier, at its option, may issue a cruise credit. If the performance of the Cruise is hindered or prevented by any cause or circumstance whatsoever, including but not limited to a good faith belief by the Carrier that the Cruise or any portion thereof may endanger the vessel or expose any person or property to loss, damage or delay, the Cruise may be terminated and Guest may be landed with no further liability of the Carrier for refund, payment, compensation or credit of any kind.

7. RIGHT TO DEVIATE FROM ROUTE, CANCEL ACTIVITIES AND CHANGE OR OMIT PORTS OF CALL.

Except as otherwise provided herein, Carrier may, for any reason, without notice or liability for refund, payment, compensation or credit:

- Deviate from the scheduled ports of call, route and timetable;
- Call or omit to call at any port or place or cancel or modify any activity on or off the Vessel for any reason, including but not limited to inclement weather, labor disturbances, or safety reasons in the sole discretion and judgment of the Carrier;
- Comply with all governmental laws and orders given by governmental authorities;
- Tow or be towed and assist vessels; or
- Render assistance to preserve life and property.

Accordingly, Guest should not make any important arrangements or meetings based on the scheduled cruise, which may change without liability to Carrier.

8. GUEST'S RESPONSIBILITY TO INFORM CARRIER OF SPECIAL NEEDS.

Guest agrees that Guest or Guest's travel agent must, at the time Guest books the Cruise, inform Carrier in writing of any special need or other condition for which Guest or any other person in Guest's care may require medical attention or accommodation during the Cruise. If any such special need or condition arises after Guest has booked the Cruise, Guest must report it in writing to Carrier as soon as Guest becomes aware of it. Guests acknowledge and understand that certain international, foreign or local safety requirements, standards, and/or applicable regulations involving design, construction or operation of the vessel, docks, gangways, anchorages or other facilities on or off the vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. GUESTS REQUIRING THE USE OF A WHEELCHAIR CANNOT BE ACCOMMODATED ABOARD THE VESSEL. Failure to report any such condition will release Carrier and all other personnel from any liability related to the accommodation or treatment of such condition or for any other conduct whatsoever in connection therewith. Guests acknowledge and agree Carrier may disembark or refuse to embark Guest as set forth in Section 4.

9. UNAUTHORIZED STOPOVER OR DISEMBARKATION.

Unauthorized stopover or disembarkation or failure to make any sailing of the Vessel at any port shall be at Guest's sole risk and expense, Guest may be denied subsequent boarding, and Guest will not be entitled to any refund, payment, compensation or credit of any kind.

10. RESPONSIBILITY TO COMPLY WITH LAW AND REGULATIONS, RULES OF VESSEL; NO SOLICITATION.

Guest shall be responsible for complying 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 Guest will travel, as well as this Passage Contract. Guest must at all times obey all the rules, regulations and orders of the Carrier and Vessel. Guest shall not solicit other Guests for commercial purposes or advertise goods or services on board the Vessel without Carrier's prior written permission. Guest may be disembarked without liability for refund, payment, compensation or credit of any kind if Guest or any Guest for whom Guest are responsible violate any of these requirements, and agree to assume and/or reimburse Carrier for any expenses or fines that may be incurred as a result of such noncompliance.

11. HEALTH, MEDICAL CARE AND OTHER PERSONAL SERVICES.

Due to the nature of travel by sea and the ports visited, the availability of medical care may be limited or delayed and emergency medical evacuation may not be possible from every location to which the Vessel sails. All health, medical or other personal services in connection with the Cruise are provided solely for the convenience and benefit of Guests, who may be charged for such services. Guest accepts and uses medicine, medical treatment and other personal services available on the Vessel or elsewhere at Guest's sole risk and expense without liability or responsibility of Carrier whatsoever, and agrees to indemnify the Carrier for all medical or evacuation costs or expenses incurred on Guest's behalf. Doctors, nurses or other medical or service personnel work directly for Guest and shall not be considered to be acting under the control or supervision of Carrier, since Carrier is not a medical provider. Carrier recommends that Guest obtain Guest's own insurance and travel protection against loss or damage to baggage and personal effects, trip cancellation and emergency evacuations, accidental death or injury, illness and medical expenses sustained or incurred in connection with the Cruise.

12. INDEPENDENT CONTRACTORS, SHORE EXCURSIONS AND OTHER SERVICES

- (a) Guest acknowledges that all shore excursions/tours (whether conducted in the water, on land or by air), airline flights and ground transportation, are either operated by or are independent contractors. Even though Carrier shall be entitled to collect a fee and earn a profit from the ticketing or sale of such services by such persons or entities, Carrier neither supervises nor controls their actions, nor makes any representation either express or implied as to their suitability. Carrier, in arranging for such services, does so only as a convenience for the Guest. Guests are free to use or not use these services. Guest agrees that Carrier assumes no responsibility, does not guarantee performance and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury or delay to Guest and/or Guest's baggage, property or effects in connection with said services. Guests use the services of all independent contractors at the Guest's sole risk. Independent contractors are entitled to make a proper charge for any service performed with respect to a Guest.
- (b) Guest further acknowledges that although independent contractors or their employees may use signage or clothing that contains the name of the Carrier or other related trade names or logos, the independent contractor status remains unchanged. Independent contractors, their employees and assistants are not agents, servants or employees of Carrier and have no authority to act on behalf of Carrier.

13. BAGGAGE AND PERSONAL EFFECTS, LIABILITY LIMITATIONS.

- (a) Guest may take a reasonable amount of luggage on board containing only Guest's personal effects, not to exceed forty pounds (40 lbs) per each adult Guest. If Guest travels by air or other transportation the terms and conditions of the airline or other transportation provider apply to

Guest's carriage on those conveyances. Guest may not take on board firearms, controlled or prohibited substances, inflammable or hazardous items, any other items prohibited by applicable law, or any other item Carrier deems in its sole discretion to be detrimental to the safety or comfort of any person. Guest is not permitted to bring on the Vessel live animals (other than qualified service animals, with not less than 14 days advance notice given to Carrier). Guest will be solely responsible for any and all damage and/or loss caused by service animals. Guest agrees Carrier has, at all times with or without notice, the right to enter and search Guest's stateroom, personal safe or storage spaces, or to search Guest, Guest's baggage and/or personal effects at any location.

- (b) Guest agrees that Carrier's liability for loss or damage to baggage or personal property is limited to U.S. \$250 per Guest. In no event shall Carrier be liable for normal wear or tear of Guest's property or baggage. Carrier does not undertake to carry as baggage any tools of trade, household goods, fragile or valuable items, precious metals, jewelry, documents, negotiable instruments or other valuables. Guest warrants that no such items will be presented to Carrier within any receptacle or container as baggage, and releases Carrier from all liability whatsoever for loss of or damage to such items when presented to the Carrier in breach of this warranty. Such items must be shipped to Guest's destination by other means. Guests are strongly urged to keep valuables, irreplaceable items and medicines in their possession at all times and not to pack such items in baggage or suitcases handled by others.
- (c) Carrier shall not be liable for any loss or theft of or damage to or disposition of cash, securities, negotiable instruments, jewelry, gold, silver or similar valuables or precious stones, works of art, electronics, computers (whether handheld, laptop or other), DVD players or digital or flash drive computer equipment, disks, memory cards or other electronic storage, handheld or similar devices, cellular telephones, cameras, video or audio tapes, CDs, binoculars, recreational equipment, dental hardware, eyewear (including eyeglasses, sunglasses and contact lenses), hearing aids, medications, medical equipment, liquor, or business or other documents under any circumstances, whether carried within Guest's luggage or otherwise.
- (d) Guest agrees that baggage or property that remains unclaimed in writing for more than 90 days after Guest's disembarkation shall be deemed abandoned and the sole property of Carrier and Guest relinquishes any claim thereto. Guest further agrees to pay all fees and expenses incurred by Carrier to deliver any such items that are claimed by Guest, Carrier assumes no responsibility whatsoever for otherwise delivering any such items, or delivering items that are prohibited by law.

14. LIMITATIONS ON CARRIER'S LIABILITY; INDEMNIFICATION.

- (a) GENERAL: NOTHING CONTAINED IN THIS PASSAGE CONTRACT SHALL LIMIT OR DEPRIVE CARRIER OF THE BENEFIT OF THE APPLICABLE STATUTES OR LAWS OF THE UNITED STATES OF AMERICA OR ANY OTHER COUNTRY; OR ANY INTERNATIONAL CONVENTION PROVIDING FOR RELEASE FROM OR LIMITATION OF LIABILITY.
- (b) ACTS BEYOND CARRIER'S CONTROL: CARRIER IS NOT LIABLE FOR DEATH, INJURY, ILLNESS, DAMAGE, DELAY OR OTHER LOSS TO PERSON OR PROPERTY OF ANY KIND CAUSED BY AN ACT OF GOD; WAR; CIVIL COMMOTIONS; LABOR TROUBLE; TERRORISM, CRIME OR OTHER POTENTIAL SOURCES OF HARM; GOVERNMENTAL INTERFERENCE; PERILS OF THE SEA; FIRE; OR ANY OTHER CAUSE BEYOND CARRIER'S REASONABLE CONTROL, OR ANY OTHER ACT NOT SHOWN TO BE CAUSED BY CARRIER'S NEGLIGENCE.

- (c) CLAIMS FOR EMOTIONAL DISTRESS: CARRIER SHALL NOT BE LIABLE TO THE GUEST FOR DAMAGES FOR EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY OF ANY KIND UNDER ANY CIRCUMSTANCES, EXCEPT TO THE EXTENT PROHIBITED BY 46 U.S.C. 183C. (B). WITHOUT LIMITING THE PRECEDING SENTENCE, IN NO EVENT WILL CARRIER BE LIABLE TO THE GUEST FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES.
- (d) ASSUMPTION OF RISK: IF GUEST USES THE VESSEL'S RECREATIONAL EQUIPMENT OR TAKES PART IN ORGANIZED OR INDIVIDUAL ACTIVITIES, WHETHER ON OR OFF THE VESSEL OR AS PART OF A SHORE EXCURSION, GUEST ASSUMES THE RISK OF INJURY, DEATH, ILLNESS OR OTHER LOSS AND CARRIER IS NOT LIABLE OR RESPONSIBLE FOR IT.
- (e) INDEMNIFICATION: GUEST AGREES TO REIMBURSE AND INDEMNIFY CARRIER FOR ANY DAMAGES, LIABILITIES, LOSSES, PENALTIES, FINES, CHARGES OR EXPENSES OF ANY NATURE WHATSOEVER INCURRED BY GUEST OR IMPOSED UPON CARRIER AS A RESULT OF ANY ACT, OMISSION OR VIOLATION OF LAW OR THIS PASSAGE CONTRACT BY GUEST OR ANY MINOR OR OTHER GUEST IN GUEST'S CARE.
- (f) IN ADDITION TO THE RESTRICTIONS AND EXEMPTIONS FROM LIABILITY PROVIDED IN THIS PASSAGE CONTRACT, CARRIER SHALL HAVE THE FULL BENEFIT OF ANY APPLICABLE LAWS PROVIDED FOR LIMITATION AND EXONERATION FROM LIABILITY, AND NOTHING IN THIS PASSAGE CONTRACT IS INTENDED TO OPERATE TO LIMIT OR DEPRIVE CARRIER OF ANY SUCH STATUTORY LIMITATION OF OR EXONERATION FROM LIABILITY. WITHOUT LIMITING THE FOREGOING, CARRIER CLAIMS BENEFIT OF ALL RESTRICTIONS, EXEMPTIONS AND LIMITATIONS OF THE "CONVENTION RELATING TO THE CARRIAGE OF GUESTS AND THEIR LUGGAGE BY SEA" OF 1974 AS WELL AS THE PROTOCOL TO THE "CONVENTION RELATING TO THE CARRIAGE OF GUESTS AND THEIR LUGGAGE BY SEA" OF 1976 ("ATHENS CONVENTION"), WHICH LIMITS THE LIABILITY OF THE CARRIER FOR APPLICABLE AMOUNT OF SPECIAL DRAWING RIGHTS AS DEFINED THEREIN, AND ALL OTHER LIMITS ON DAMAGE OR LOSS TO PERSONAL PROPERTY.

15. NOTICE OF CLAIMS AND ACTIONS; TIME LIMITATION; ARBITRATION; FORUM.

The following provisions are for the benefit of the Carrier and any agents, independent contractors, concessionaires and/or suppliers of Carrier:

- (a) Notice of Claims and Time Limits for Legal Action:
 - i. Claims for Injury, Illness or Death: In cases involving claims for emotional or bodily injury, illness to or death of any Guest, no lawsuit may be brought against Carrier unless (1) written notice giving full particulars of the claim is delivered to Carrier within 180 days from the date of the injury, illness or death, (2) a lawsuit on such a claim is filed within 1 year from the date of the injury, illness or death, and (3) valid service of the lawsuit is made within 90 days of filing the complaint.
 - ii. All Other Claims: No claim of any kind, including without limitation alleged violations 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 out of or connected with this Passage Contract or the Cruise, other than for emotional or bodily injury, illness or death of any Guest, shall be brought against Carrier unless (1) written notice giving full particulars of the claim is delivered to the Carrier within 15 days of the scheduled termination date of the Cruise as specified in connection with this Passage Contract, (2) legal action on such claim is commenced within 180 days from such scheduled termination date, and (3) valid notice or service of any such action is effected upon Carrier within 90 days after commencement of the action.

(b) Forum and Jurisdiction for Legal Action:

- i. Claims for Injury, Illness or Death: All claims involving emotional or bodily injury, illness to or death of any Guest whatsoever arising out of or relating to this Passage Contract or the Cruise shall be litigated, if at all, before the United States District Court for the Northern District of Georgia in Atlanta, or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in Fulton County, Georgia, U.S.A. to the exclusion of the courts of any other country, state, city, municipality, county or locale. Guest consents to jurisdiction and waives any objection that may be available to any such action being brought in such courts.
- ii. All Other Claims; Arbitration: All claims other than for emotional or bodily injury, illness to or death of a Guest, whether based on contract, tort, statutory, constitutional or other legal rights, including without limitation alleged violations of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with this Passage Contract or Guest's cruise, with the sole exception of claims brought and litigated in small claims court shall be referred to and resolved exclusively by binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("the Convention") and the Federal Arbitration Act, 9 U.S.C. § 1 et seq., ("FAA") located in the Fulton County, Georgia, U.S.A., to the exclusion of any other forum. Guest agrees the arbitrator shall resolve any dispute as the validity or applicability of this arbitration clause. Guest consents to jurisdiction and waives any objection that may be available to any such arbitration proceeding in Fulton County, Georgia, U.S.A. The arbitration shall be administered by the American Arbitration Association under its Commercial Dispute Resolution Rules and Procedures which are deemed to be incorporated herein by reference. If you have questions about the arbitration administrators mentioned above, you can contact them as follows: American Arbitration Association, 2200 Century Parkway Northeast, Atlanta, Georgia 30345, (404) 325-0101.

NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT (OTHER THAN SMALL CLAIMS COURT). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT GUEST OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

All claims filed in small claims court, and any claim as to which this arbitration provision is deemed unenforceable or which cannot be arbitrated for reasons beyond Guest's control, shall be litigated before a court of competent jurisdiction located in Fulton County, Georgia, U.S.A., to the exclusion of the courts of any other country, state, city, municipality, county or locale. Guest consents to jurisdiction and waives any objection that may be available to any such action or

proceeding being brought in such courts.

- (c) WAIVER OF CLASS ACTION: THIS PASSAGE CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON GUEST'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, GUEST AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY GUEST INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND GUEST EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING GUEST TO PARTICIPATE IN A CLASS ACTION. IF GUEST'S CLAIM IS SUBJECT TO ARBITRATION UNDER THIS SECTION 15, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. GUEST AGREES THAT THIS CLASS ACTION WAIVER SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN THIS SECTION 15, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.

16. USE AND DISPLAY OF LIKENESS; PERSONAL DATA; RIGHT TO INSPECT AND PRIVACY NOTICE.

- (a) Guest grants Carrier and its licensees, without compensation to Guest, the right to use Guest's photograph/voice/indicia taken during the Cruise, in any fashion for any purpose in all media now known or hereafter devised without any limitations whatsoever. Guest agrees Carrier has the right, at all times, to enter and search staterooms or other personal effects or baggage at any location without notice. Guest agrees Guest may provide personal data to Carrier that may include Guest's name, street or email address, date of birth, passport, financial account, and/or telephone numbers, likeness, photograph or other information which would identify Guest personally. Guest may also provide Carrier or others certain sensitive data such as Guest's health, medical condition, dietary or religious restrictions, or gender. Guest agrees Carrier may (a) keep Guest's personal and sensitive data ("PSD"); (b) use it in its business worldwide in accordance with its privacy policies; (c) share it with Carrier's affiliated/related companies, and (d) subject it to processing worldwide provided Carrier's safeguards are used.
- (b) Guest agrees Carrier may disclose Guest's PSD to unaffiliated third parties: (a) after Guest's request or authorize it; (b) to help complete a transaction for Guest; (c) to comply with law, applicable regulations, governmental and quasi-governmental requests, court orders or subpoenas; (d) to enforce this Passage Contract or other agreements, or to protect the rights, property or safety of Carrier or others; (e) as part of a purchase, transfer or sale of services or assets (f) when provided to our agents, outside vendors or service providers to perform functions on our behalf; or (g) as described in Carrier's policies, as amended from time to time.