

CRUISE TICKET CONTRACT

IMPORTANT NOTICE TO PASSENGERS

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT ISSUED BY BAHAMAS PARADISE CRUISE LINE TO, AND ACCEPTED BY, PASSENGER SUBJECT TO THE IMPORTANT TERMS AND CONDITIONS BELOW

NOTICE: IT IS IMPORTANT THAT PASSENGER CAREFULLY READ ALL OF THE TERMS OF THIS CONTRACT. THE PASSENGER'S ATTENTION IS SPECIFICALLY DIRECTED TO PARAGRAPHS 5, AND 7-10, WHICH CONTAIN IMPORTANT LIMITATIONS ON THE PASSENGER'S RIGHT TO ASSERT LEGAL CLAIMS AGAINST BAHAMAS PARADISE CRUISE LINE, THE VESSEL, THEIR AGENTS AND EMPLOYEES, AND OTHERS, INCLUDING FORUM SELECTION, CHOICE OF LAW, TIME LIMITATIONS FOR FILING SUIT, ARBITRATION, WAIVER OF JURY TRIAL FOR CERTAIN CLAIMS, AND CLASS ACTION WAIVER.

THE ATTENTION OF PASSENGER IS ALSO SPECIFICALLY DIRECTED TO SECTIONS 1, 3,-6, 8 AND 12-13, AND THE INFORMATION AVAILABLE AT CARRIER'S WEBSITE AT WWW.BAHAMASPARADISECRUISE.COM, WHICH CONTAIN IMPORTANT TERMS, CONDITIONS, POLICIES, PROCEDURES AND REQUIREMENTS RELATED TO PUBLIC HEALTH, SPECIFICALLY INCLUDING COVID-19.

PASSENGER'S ACCEPTANCE OR USE OF THIS CRUISE TICKET CONTRACT SHALL CONSTITUTE THE AGREEMENT OF PASSENGER TO THE TERMS AND CONDITIONS BELOW.

1. INTRODUCTION

This Cruise Ticket Contract ("Contract") is a contract of passage that describes the terms and conditions that will apply to the relationship between the Passenger (as defined in paragraph 2(c) below) and the Carrier (as defined in paragraph 2(a) below) relative to the Cruise covered by this Contract. Passengers are advised to read the terms and conditions of this Contract set forth below. Except as otherwise expressly provided herein, this Contract supersedes any other written or oral representations or agreements relating to the subject matter of this Contract. In addition, Carrier's policies and procedures relating to COVID-19 ("COVID-19 Policies and Procedures") are described generally in Section 5 and elsewhere herein. Carrier reserves the right to change or modify these policies as required by governmental agencies, health authorities in the U.S. and the destinations visited and for health and safety reasons. Carrier's COVID-19 Policies and Procedures will be updated as needed and are available at www.BahamasParadiseCruise.com. In the event of any conflict between the COVID-19 Policies and Procedures described herein and those described at www.BahamasParadiseCruise.com, the website policies and procedures shall prevail.

2. DEFINITIONS

(a) "Carrier" as used herein, shall mean and include the vessel and its tenders, and their respective owners, operators, charterers, managers, affiliates, successors and assigns, and independent contractors, (including in particular caterers, concessionaires, and/or agents). The master, agents, brokers, officers, crew and pilots of the Vessel and officers, directors and employees of the Carrier shall have the benefit of all the terms and conditions of this contract, including the exclusions or limitations of liability contained herein.

(b) "Contract" means the terms and conditions in this Cruise Ticket Contract and contract of passage together with the Cruise and Cruise Fare due for your Cruise all of which constitute an agreement between Passenger and Carrier.

(c) "Passenger" or "Your" means all person(s) travelling under this Contract and passengers in their care, including any accompanying minors, and any of their heirs, representatives and assigns.

(d) "Cruise" means the specific cruise covered by this document, on the vessel named herein, as the same may be modified and shall include those periods during which the Passenger is embarking or disembarking the Vessel and those periods when the Passenger is on land while the Vessel is in port.

(e) "Cruise Fare" includes the amount paid for the Contract, whether such amounts are owing and/or have been paid by the Passenger, which includes transportation on the Vessel named herein, full board, ordinary Vessel food, tap water, juices, regular and decaffeinated coffee, assorted teas and milk, but does not include specialty food, beer, wine, spirits, sodas, carbonated beverages or mineral waters, nor amounts due for other products or personal services such as shore excursions, photographs, gratuities, telephone calls, internet services, or medical services which can be purchased separately.

(f) "Vessel" shall mean the ship, owned, chartered or operated by Carrier/Operator on which Passenger may be traveling or against which Passenger may assert a claim, as well as any ship used in the performance of this Agreement.

3. CONTRACT/TERMS OF FARE

(a) This Contract constitutes a contract of passage between the Carrier and the Passenger (whether or not signed by or on his/her behalf), both as defined above, and all the terms and provisions of this ticket, including all of the following matter printed below are a part of such Contract to which the Passenger and/or purchaser agrees by accepting this ticket, whether Passenger purchased the ticket on Passenger's own behalf, whether the ticket has been held and presented by another person on behalf of the Passenger.

(b) Passenger agrees that this Contract governs the relationship between Passenger and the Carrier, regardless of the Passenger's age, whether the Passenger purchased the ticket on his or her own behalf, and/or whether the ticket has been held and/or presented by another person on behalf of the Passenger and/or whether or not it is signed.

(c) Passenger agrees that, except as expressly provided herein, this Contract constitutes the entire agreement between the Passenger and Carrier, and shall supersede and exclude any prior representations that may have been made in relation to the cruise to the Passenger or anyone representing him/her by anyone, including but not limited to anything stated in the Carrier's brochures, website, advertisements, and other promotional materials, by Bahamas Paradise Cruise Line or by third persons such as travel agents.

(d) The terms herein shall be binding upon payment of the cruise fare by the Passenger and Passenger accepts and agrees to the terms upon presenting this Contract to the Carrier for boarding even if no

payment of the cruise fare has been made. In addition, Carrier's policies and procedures relating to COVID -19 ("COVID-19 Policies and Procedures") are described generally in Section 5 and elsewhere herein. Carrier reserves the right to change or modify these policies as required by governmental agencies and health authorities in the U.S. and the destinations visited or for any other public health and safety reason. Carrier's COVID-19 Policies and Procedures will be updated as needed and are available at www.BahamasParadiseCruise.com. In the event of any conflict between the COVID-19 Policies and Procedures described herein and those described at www.BahamasParadiseCruise.com, the website policies and procedures shall prevail.

(e) This Contract is valid only for the person, persons and passengers covered hereunder named on the front hereof for whom it is issued and cannot be transferred without Carrier's express written agreement. This ticket is only valid for the Cruise specified on the accompanying ticket. No person other than the person(s) named in the Contract can use the Contract without the express written agreement of the Carrier. This Contract is only valid for the Cruise specified in the accompanying ticket.

(f) Cruise Fare shall be considered earned at the time of payment, or if not previously paid, then at the time of embarkation. The terms of this Contract shall be binding upon the payment of Cruise Fare and Passenger agrees to the terms upon presenting this Contract to the Carrier for boarding even if no payment of the Cruise Fare has been made. Carrier shall be entitled to Cruise Fare and to retain it under all circumstances whatsoever.

(g) Passenger agrees that Carrier shall not be liable to make any refund to Passenger for lost tickets and/or tickets wholly or partially not used by a Passenger except as otherwise expressly stated in this Contract, any statute, law or other governmental regulations to the contrary, notwithstanding, the benefit of which Passenger hereby expressly waives. Refunds for Passenger cancellations prior to sailing are limited by the terms of the Carrier's refund policy, which is incorporated by reference and available at <https://www.BahamasParadiseCruise.com/terms-and-conditions.php>.

(h) Carrier reserves the right to change or cancel any scheduled call at any port for any reason at its option at any time whether before, or after sailing of the Vessel, without previous notice to the Passenger, and without liability to the Passenger for any loss, damage or delay whatsoever, howsoever consequential thereon.

(i) Cruise Fare does not include taxes, fees, port expenses or other charges by any government or quasi-governmental authorities, including port authorities, whether assessed on a per passenger, per Vessel, per berth or per ton basis, as well as third party fees and charges arising from a Vessel's presence in a harbor or port, nor any charges of the cost of any Fuel Supplement, security supplements or similar incidental assessments made by third parties which are subject to change and are due and payable by Passenger upon request. If governmental or quasi-governmental action results in any element of such taxes, fees and port expenses exceeding the estimates used by Carrier for purposes of computing the quoted amount, Carrier reserves the right to pass through and collect the extra amount even if the Cruise Fare has already been paid in full.

(j) Carrier reserves the right to impose a Fuel Supplement of up to \$12.00 USD, or its equivalent in foreign currency, per person per day, without prior notice, in the event that the price of fuel oil according to the NYMEX (New York Mercantile Exchange Index) is greater than \$40.00 USD per barrel of oil. Passenger shall have no right of cancellation based on the imposition of a Fuel Supplement and such supplement is not included in the Cruise or Cruise Fare. The amount of Fuel Supplement and taxes, fees

and port expenses collected are subject to change, without prior notice. Carrier may collect any Fuel Supplement in effect at the time of sailing, even if the Cruise Fare has been paid in full.

(h) The price of passage hereunder has been fixed partly with reference to the liability assumed by Carrier as defined by this contract, and no agreement alteration or amendment creating any other or different obligation or liability shall be valid unless made, in writing, and signed by Carrier's authorized corporate officer. The rights, defenses, immunities and limitations of liability set forth herein shall inure to the benefit of the Carrier and all concessionaires, independent contractors or other service providers; affiliated or related companies, parents, subsidiaries, successors, assigns or fictitiously named entities; all suppliers, shipbuilders, component part manufacturers; and its or their owners, operators, managers, charterers, agents, pilots, officers, crew and employees.

(k) If this Contract is issued for, or in connection with, any passage at a reduced rate from the full regular fare ordinarily charged whether the reduction is in connection with an "Off Season" or "Low Season" sailing or at any reduced rate by whatsoever designation or cause, this contract ticket is only available for use on the sailing for which issued unless upon Carrier's determination available space exists and the Passenger pays to Carrier the difference between the reduced rate and the full regular fare.

(j) Carrier reserves the right to increase fares without prior notice. In such an event Passenger has the option to accept and pay such increase, or to cancel Passenger's reservation without penalty, not less than one month prior to departure.

(k) Carrier shall have the right to comply with any orders, recommendations, or directions whatsoever, including but not limited to those pertaining to health, security, immigration, customs or safety, given by any governmental entity or by persons purporting to act with such authority and such compliance shall not be deemed to be a breach of this contract.

(l) Prior to disembarking the Vessel, Passenger must pay in full all amounts charged to your stateroom account. Carrier shall not be liable for loss, damage or delay resulting from your failure to comply with these requirements. Carrier shall be entitled to a lien on the Passenger's baggage for any outstanding amounts.

(m) All rights, exemptions from liability, defenses and immunities of Carrier under this Contract shall also inure to the benefit of all concessionaires, independent contractors or other service providers; and affiliated or related companies, parents, subsidiaries, successors, assigns or fictitiously named entities; all suppliers, shipbuilders, component part manufacturers; and its or their owners, operators, managers, charterers, agents, pilots, officers, crew and employees.

4. TRAVEL DOCUMENTS AND PASSENGER REQUIREMENTS

(a) Proper travel documents and eligibility to travel is required upon embarkation and throughout the cruise. Passenger shall have in his or her possession, and assumes all responsibility for obtaining, all visas, passports, certified birth certificates, travel and health documents required by any governmental authority, and as required by Carrier's COVID-19 Policies and Procedures (as described in Section 5) and if he or she fails to do so Carrier shall have no further obligation to transport or to furnish transportation to the Passenger. In addition to immigration and customs requirements, the U.S. government and others place restrictions on the carriage of Passengers whose names appear on government watch lists or who are deemed legally ineligible to travel. It is the Passenger's sole responsibility to ensure his/her legal eligibility to travel. Passengers are advised to check with their travel agent and with the appropriate government authority to determine the necessary documents and travel eligibility requirements for their particular cruise. Carrier may cancel the booking of any Passenger who is or becomes ineligible to travel

for any reason, who is traveling without proper documentation, or who fails to abide by Carrier's COVID-19 Policies and Procedures (as described in Section 5 below or on Carrier's website at www.BahamasParadiseCruise.com). Any Passenger who fails to follow Carrier's COVID-19 policies shall be ineligible to board the Vessel. Under these circumstances the Passenger shall not be entitled to a refund or compensation of any kind. Under no circumstances shall Carrier be liable for any costs, damages or expenses whatsoever incurred by any Passenger as a result of such failure, cancellation or denial of boarding. Under these circumstances the Passenger shall not be entitled to a refund or compensation of any kind. Passenger is responsible for all related costs and fines, including without limitation travel expenses and for proper travel documentation for any port, or for departure from or arrival to their final destination. Under no circumstances shall Carrier be liable for any costs, damages or expenses whatsoever incurred by any Passenger as a result of such failure, cancellation or denial of boarding.

(b) Passenger acknowledges receipt of Carrier's applicable website and travel information and agrees to abide by the terms and conditions of not just this Contract, but also the information contained on Carrier's website, including but not limited to the information contained in the "[Frequently Asked Questions](#)" and "[Embarkation Information](#)" sections, and on Carrier's [COVID-19 Policies and Procedures webpage](#).

(c) Passenger acknowledges that, for a voyage commencing in a United States port for a round-trip voyage via one or more United States ports, Passenger must complete the voyage and disembark at the embarkation port. Failure to do so may result in a fine or penalty being imposed by the United States Customs Service or other governmental agency. In consideration for the fare paid, Passenger agrees to pay any such fine or penalty imposed because of Passenger's failure to complete the voyage.

(d) Carrier shall refuse boarding to any Passenger under the age of 18 unless: (1) the Passenger is traveling in the same stateroom with an individual twenty-five years or older; (2) traveling in the same stateroom with their spouse; or (3) traveling with a parent or guardian in an accompanying stateroom; or (4) is a qualified member of the U.S. military. Adult Passengers agree to be responsible at all times for the safety and behavior of the minor Passengers who are traveling with them and Passengers agree to properly supervise and monitor all minors traveling with them. Proof of age and/or proof of marriage are required. Bahamas Paradise Cruise Line shall not be liable to make any refunds or for any damages with respect to any Passenger's failure to provide proper proof of age or marriage or otherwise comply with this provision.

(e) Passengers must attend the mandatory safety briefing at the commencement of the cruise and any subsequent briefing ordered by the ship's officer during the cruise. Passengers shall comply with all onboard health, environmental and safety policies and procedures (including but not limited to those specified in Sections 5 below and on [Bahamas Paradise Cruise Line's COVID-19 Policies and Procedures webpage](#), and shall familiarize themselves with the nature and character of the ship, as well as, all emergency exits, to assist with safe evacuation in the event of an emergency.

(f) Passengers must comply with all pre-embarkation, onboard and shore excursion rules and policies including, but not limited to, all environmental and public health policies and procedures, and shall familiarize themselves with the nature and character of the ship, as well as, Bahamas Paradise Cruise Line's current COVID-19 Policies and Procedures, and onboard waste / recycling receptacle stations, and Passenger agrees to comply with all such policies and procedures, as well as environmental laws and regulations.

5. PUBLIC HEALTH AND COVID-19 PRACTICES AND PROCEDURES, UNDERSTANDING AND ACCEPTANCE OF RISKS

(a) Passengers are strongly encouraged to discuss the advisability of travel with their physician and to review the U.S. centers for disease control and prevention (“CDC”) website for updated information. The CDC has identified individuals with underlying medical conditions, regardless of age, who are, or may be at increased risk of severe illness from the virus that causes COVID-19. PASSENGER ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT WHILE ABOARD THE VESSEL, IN TERMINALS AND BOARDING AREAS, OR DURING ACTIVITIES ASHORE AND/ OR WHILE TRAVELING TO OR FROM THE VESSEL, PASSENGER OR OTHER PASSENGERS MAY BE EXPOSED TO COMMUNICABLE ILLNESSES, INCLUDING BUT NOT LIMITED TO COVID-19 AND ITS VARIANTS, INFLUENZA, FUNGI, COLDS, NOROVIRUS NOT YET KNOWN NOVEL COMMUNICABLE ILLNESS AND DISEASE. PASSENGER FURTHER UNDERSTANDS AND ACCEPTS THAT DUE TO THE NATURE OF SPREAD OF COMMUNICABLE ILLNESSES SUCH AS COVID-19, THE RISK OF EXPOSURES IS INHERENT IN MOST ACTIVITIES WHERE PEOPLE INTERACT OR SHARE COMMON FACILITIES, ARE BEYOND CARRIER’S CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. PASSENGER KNOWINGLY AND VOLUNTARILY ACCEPTS THESE RISKS AS PART OF THIS CONTRACT, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURES, AND/OR ALL RELATED DAMAGES, LOSS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.

(b) Carrier’s COVID-19 Policies and Procedures are subject to guidance and directives of established health authorities in the U.S. and other destinations where the Vessel visits, including the CDC and other international, national and local health agencies when the Vessel is within those agencies’ jurisdiction. Passenger acknowledges that these directives may change from time to time and that Carrier’s COVID-19 Policies and Procedures may therefore also change. Passenger expressly agrees to comply not only with the COVID-19 Policies and Procedures as they are described herein, but also by Carrier’s COVID-19 webpage at <https://www.BahamasParadiseCruise/safe>, at all times including pre-embarkation, while onboard, during port calls and shore excursions and/or final disembarkation. In case of any conflict between the COVID-19 Policies and Procedures described herein or on Carrier’s website, the website governs. Passenger’s agreement to abide by Carrier’s COVID-19 Policies and Procedures constitutes an integral part of this Contract. Passenger agrees that the COVID-19 Policies and Procedures herein will also apply to COVID-19 variants and any and all as yet unknown novel diseases or illnesses. In case of any conflict between the COVID-19 Policies and Procedures described herein or on Carrier’s website, the website governs. Passenger’s agreement to abide by Carrier’s COVID-19 Policies and Procedures constitutes an integral part of this Contract

(c) COVID-19 Policies and Procedures. Passenger understands that Carrier’s COVID-19 Policies and Procedures may or will include (but are not be limited to): (1) providing an accurate, truthful and complete health questionnaire in a form and containing any and all health or travel-related questions as required by Carrier in its sole discretion, for each Passenger prior to boarding; (2) pre-embarkation and/or periodic testing and temperature checks of each Passenger followed by a period of isolation until test results are available; (3) modified capacity rules for activities (including but not limited to restaurants, gyms, and entertainment events onboard and for shore excursions) which may limit or eliminate the ability of Passenger to participate in particular activities; (4) mandatory use by each Passenger (except children under the age of two) of face coverings in most locations outside of the Passenger’s cabin while onboard, during embarkation, disembarkation and shore excursions; (5) mandatory social distancing of Passengers at any/all times while onboard and during embarkation, disembarkation, and shore excursions; (6) additional restrictions during shore excursions depending on local conditions, including but not limited to denial of disembarkation at destinations unless participating in only Carrier-approved shore excursions; (7) mandatory hand sanitizing by Passenger upon entry or exit of any public areas; (8) confinement of Passengers to cabins, quarantine or emergency disembarkation of Passenger if, in Carrier’s sole discretion, such steps are necessary to prevent or slow the spread of COVID-19; (9) the required completion by Passenger in a timely manner of any written authorizations or consent forms required for Carrier to carry out its COVID-19 Policies and Procedures (including but not limited to medical information, medical privacy, or personal data privacy consent forms), and; (10) other policies and procedures deemed by Carrier in its sole discretion to be necessary to reduce the risk of spread of

COVID-19. Passenger acknowledges that: (i) Carrier's Privacy Policy for Health Protection Measures ("Policy regarding Health Privacy") is an integral part of Carrier's COVID-19 Policies and Procedures; (ii) the Health Privacy Policy has been made available to Passenger; and (iii) Passenger agrees to the terms of the Health Privacy Policy.

(d) Notwithstanding any other provision contained herein or in Carrier's Refund Policy, any noncompliance by Passenger or members of Passenger's travelling party with Carrier's COVID-19 Policies and Procedures or this Contract shall be grounds for refusal to board, refusal to re-board after going ashore, quarantine onboard the Vessel, disembarkation, reporting to governmental or health authorities, or other steps deemed necessary in Carrier's sole discretion under the circumstances to protect the health and well-being of others. Under these circumstances, Passenger shall not be entitled to a refund or compensation of any kind. Passenger will be responsible for all related costs and fines, including without limitation travel expenses and for proper travel documentation for any port, or for departure from or arrival to Passenger's country of residence. Under no circumstances shall Carrier have any other liability for any compensation or other damages or expenses whatsoever incurred by any Passenger as a result of such denial of boarding, refusal to re-board, quarantine, disembarkation, or other steps taken by Carrier.

(e) Passenger agrees that if at any time within 14 days prior to embarkation, Passenger tests positive for COVID-19, exhibits signs or symptoms of COVID-19, has had close contact with a person confirmed or suspected as having COVID-19, or Carrier otherwise determines in its sole discretion that Passenger is unfit to board because of any communicable illness, Carrier will deny boarding to such Passenger. Under these circumstances, unless Carrier determines that Passenger has failed to comply with Carrier's COVID-19 Policies and Procedures or this Contract, any Passenger denied boarding because of a known or suspected infection with COVID-19 will be entitled to a refund or future cruise credit equal in value to the Cruise Fare Passenger paid to Carrier. Carrier, in its sole discretion, may require Passenger to provide verification satisfactory to Carrier of Passenger's positive test result if the test was administered by a provider other than those retained by Carrier. For further details, refer to Carrier's refund and cancellation policy at www.BahamasParadiseCruise.com. Under no circumstances shall Carrier have any other liability for any compensation or other damages whatsoever, including but not limited to compensation for lodging or travel.

(f) Passenger understands and agrees that if, after boarding, and even if Passenger has fully complied with all COVID-19 Policies and Procedures, Passenger tests positive for COVID-19 or exhibits signs or symptoms of COVID-19, Carrier may disembark, refuse re-boarding, or quarantine Passenger as well as members of Passenger's travelling party, or take other steps which Carrier determines, in its sole discretion, are necessary under the circumstances to protect the health and well-being of others. Under these circumstances, any such Passenger with a known or suspected case of infection with COVID-19 who is disembarked, refused re-boarding, or quarantined shall be entitled to a prorated refund or future cruise credit for the unused portion of the Cruise Fare. For further details, refer to Carrier's refund and cancellation policy at www.BahamasParadiseCruise.com. Each such Passenger is responsible for all other related costs and fines, including without limitation travel expenses. Under no circumstances shall Carrier be liable to any such Passenger for any costs, damages or expenses whatsoever incurred by any Passenger.

6. PASSENGER'S OBLIGATION TO COMPLY WITH CONTRACT AND RULES OF CARRIER; QUARANTINE; INDEMNIFICATION:

(a) Passenger agrees during the course of the voyage to follow the directions of the ship's Master, or his

authorized officer. Passenger shall at all times comply with the provisions of this Contract, all applicable laws, and rules, policies and regulations of the Carrier, and the Vessel, and including Carrier's COVID-19 Policies and Procedures set forth in Section 5 and on Carrier's website at www.BahamasParadiseCruise.com. Passenger also agrees to abide by the rules of the Carrier, including, but not limited to, the rules and regulations particularly set forth herein, and to follow the lawful instructions of the Vessel's officers and crew, at all times. Passenger accepts that failure to do so constitutes a material breach of this Contract which may subject the Passenger, as well as any accompanying Passenger(s), to involuntary disembarkation without liability whatsoever to the Carrier for any refund or any other related loss or expense to the Passenger, and any accompanying Passenger(s).

(b) Passenger recognizes and agrees that the Carrier reserves the right, without incurring liability of any kind, to refuse or revoke passage to, or confine to a stateroom, or refuse to re-board after going ashore any Passenger who, in the sole judgment of the Carrier or Vessel's medical personnel, may be refused admission into a port of landing or into the country of destination, or may be suffering from a contagious disease or illness, or fails to abide by Carrier's COVID-19 Policies and Procedures as described in Section 5 above or on Carriers website at www.BahamasParadiseCruise.com/covid-19-safety-measures or for any other cause may endanger themselves or others, or become obnoxious to others. Any Passenger who is refused passage or otherwise denied any advertised benefit or service under this paragraph shall not be entitled to receive any compensation whatsoever, except as otherwise provided herein or as required by law, and shall become liable for any resulting expenses incurred by the Carrier. Passenger acknowledges that it is Carrier's policy that all Passengers must be at the designated point of pre-embarkation procedures at the designated time noted on their cruise documents for the port of embarkation as well as one (1) hour before departure and agrees that it is Passenger's responsibility not to miss such final deadline. Any Passenger who fails to arrive at the designated pre-embarkation point at the time set forth in their cruise documents is at risk of being left at the port of embarkation or port of call. In such event, Carrier shall have the right without notice to depart without the Passenger and Passenger shall be fully responsible to pay for or indemnify Carrier from all expenses incurred to rejoin the vessel or for his/her own return passage, including, but not limited to, government fees or fines, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees. In such event, Passenger shall not be entitled to a refund and shall be deemed to have breached this ticket contract. Further, in such event, the entire fare shall be deemed fully earned by Carrier and no portion thereof shall be recoverable by Passenger.

(c) Passenger agrees not to bring on board the Vessel, under any circumstances, except where the Carrier has provided express prior written permissions, any firearms or weapons of any kind, ammunition, explosives, contraband, drones or other substances of a dangerous or illegal nature. Carrier reserves the right to confiscate, destroy and/or turn over to authorities these or any other items it deems in its sole discretion to be detrimental to the safety or comfort of any person or which are otherwise improperly in the possession of any Guest. Each Passenger warrants that no such articles are contained in any receptacle or container carried or presented as baggage. No passenger is permitted to bring on board the Vessel live animals (other than qualified service dogs, with notice to Carrier at the time of booking or in any event no less than 14 days prior to the Cruise). Passenger will be solely responsible for any and all damage and/or loss caused by service dogs. Passenger will also be responsible for obtaining all required documentation for service dogs to depart the ship in ports of call. These documents must be carried on the ship, and a copy left with Guest Relations Desk once onboard. Please note that additional screening may be conducted at the pier or onboard. (Note: This could take up to four (4) weeks for processing and Passenger is solely responsible for obtaining all required permits and costs related to the permits) and upon obtaining the required permits notifies the Carrier, no less than fourteen (14) days prior to the Cruise, of the Passenger's intention to bring such animal and agrees to

accept full responsibility for any expense, damage, losses, or injuries associated with or caused by such animal. Passenger further understands and agrees that any alcoholic and other beverages purchased ashore shall not be brought on or consumed aboard the Vessel under any circumstances but shall be delivered to the Vessel's crew at the gangway to be retained by the Carrier until the Passenger disembarks at the end of the voyage. The Passenger assumes all responsibility for complying with any applicable customs or import laws relating to any such purchase.

(d) All cabins are assigned on condition that Passengers may be transferred (except where a whole cabin is specially engaged) from one cabin to another if required to accommodate passengers. Such transfer will be made into cabins as similar as practicable. All unoccupied cabins are liable to be assigned and/or re-assigned at intermediate ports.

(e) The Passenger certifies to the Carrier that he/she is qualified to enter the country or countries of his/her destination and is qualified to enter the country or countries at which he/she may wish to disembark. The Passenger assumes all responsibility for obtaining all travel and health documents required by any governmental authority, and if he/she fails to do so and such failure may delay the Vessel or may be deemed a violation of any law, rule order or direction of any governmental authority, Carrier shall have no further obligation to transport or to furnish transportation to the Passenger. Passenger will not be allowed to board the Vessel or be entitled to a refund if Passenger does not have proper documentation. Passengers will be subject to any fine or other costs incurred by Carrier that results from improper documentation or noncompliance with applicable regulations, which amount may be charged to your stateroom and/or credit card.

(f) Passenger acknowledges that it is Carrier's policy that all Passengers must be onboard the vessel one (1) hour prior to the departure time noted on their Cruise documents for the port of embarkation as well as one (1) hour before departure at all ports of call and agrees that it is the Passenger's responsibility not to miss such final boarding time. Any Passenger who fails to board the Vessel one (1) hour prior to departure is at risk of being left at the port of embarkation or port of call. In such event, Carrier shall have the right without notice to depart without the Passenger, and Passenger shall be fully responsible to pay for or indemnify the Carrier from all expenses incurred to rejoin the Vessel at the next port or for his/her own return passage, including, but not limited to, government fees or fines, visa fees, subsistence, lodging, airfare, launch fare, car hire or agency fees. In such event, Passenger shall not be entitled to a refund and shall be deemed to have breached this Ticket Contract. Further, in such event, the entire fare shall be deemed fully earned by Carrier and no portion thereof shall be recoverable by Passenger.

(g) If the Passenger is an adult accompanying a minor or minors under the age of 18, and the adult Passenger is not a spouse, parent, or legal guardian of the minor(s), the adult Passenger must present an original Parent/Guardian Consent & Release Form, signed by both parents/legal guardians of the minor which authorizes the minor's travel, and further authorizes medical treatment in case of emergency, to a representative of the Carrier at the pier. If the adult Passenger is the spouse of a minor, the adult Passenger must present a certified copy of a valid marriage certificate to a representative of the Carrier at the pier. Failure to present any of the aforementioned documentation may result in boarding being denied with no refund provided. When accompanying a minor or minors on the Vessel, the adult Passenger agrees to be the agent of such minor(s) for all purposes, to accept and maintain full responsibility for supervising and ensuring the safety and health of such minor(s) and to bear full responsibility for the actions of such minor(s). Passenger further ensures such minor(s) abide by the provisions of the Passenger Ticket Contract, all shipboard rules and regulations, and all applicable laws. The adult Passenger further agrees that the Carrier is not liable for injury to minor(s) in the adult Passenger's charge arising from the willful or negligent acts or omissions of other Passenger's or

persons who are otherwise not acting on behalf of the Carrier. The adult Passenger also agrees that under no circumstances will a minor be left aboard the Vessel, other than in the care of the Vessel's supervised kids programs, while the adult Passenger is responsible for the minor leaves the Vessel for any reason, and in such circumstance the adult Passenger agrees to indemnify and hold Carrier harmless for any and all loss, injury, or death of the minor or any other person involving the minor whatsoever. Adult Passenger must accompany all minors on any independently operated shore excursion purchased through Carrier.

(h) Passenger shall be liable to and shall reimburse Carrier for all damages or loss of or to the Vessel and its furnishings and any equipment or property of the Carrier or any other Passenger caused directly or indirectly, in whole or in part, by any act or omission of the Passenger or those for whom the Passenger is responsible, whether willful or negligent, including but not limited to, theft or any other criminal act. Passenger shall further indemnify the Carrier and each and all of their agents or servants against all liability whatsoever arising from any personal injury, death or damage or loss whatsoever caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of the Passenger or those for whom the Passenger is responsible. The Passenger shall furthermore be liable to and shall indemnify the Carrier and/or the Vessel for any fines or penalties imposed on the Vessel by the authorities for this failure to observe or comply with local requirements in respect of immigration, repatriation, customs and excise taxes or any other government regulations whatsoever.

7. BAGGAGE, PROPERTY & LIMITATIONS OF LIABILITY:

(a) Whenever the term "baggage" is used herein, it shall mean only suitcases, valises, satchels, bags, hangers or bundles and their contents consisting of such wearing apparel, articles of a personal adornment, toilet articles and similar personal effects as are necessary and appropriate for the purpose of the cruise and all other such personal property of the Passenger not in a container. Each Passenger will be allowed 2 pieces of baggage free of charge. Any excess will be charged at the current rate for baggage, payable before embarkation, subject to the right of the Carrier to limit the amount of such excess that may be carried. No tools of trade, household goods, jewelry, precious metals, documents, negotiable instruments, valuables of any description or such articles specified in 46 U.S. Code Section 30503 shall be carried except under and subject to the terms of a special written contract entered into with the Carrier before embarkation upon application of the Passenger. Passenger hereby warrants that no such articles are contained in any receptacle or container presented by him as a baggage hereunder, and if such articles are shipped by passenger as baggage in breach of this warranty, no liability thereof shall attach to the Carrier on account thereof as Carrier, bailee or in any other capacity. The Vessel's officers have the right to enter and search your stateroom and baggage for any hazardous, controlled or prohibited substances or contraband.

(b) Passenger further warrants that he or she has not carried onto the Vessel any goods or articles for purposes of trade or commerce, nor contraband, nor goods or articles which otherwise may violate the customs laws of the country from which the Vessel embarks or of any other port State visited by the Vessel during the course of the voyage, and the Passenger agrees to indemnify the Carrier for any fines, duties, taxes, or other penalties that may be incurred as a result of any item brought on board by the Passenger.

(c) The Carrier shall not be liable for any loss of or damage to any perishable items, dentures and/or other dental devices, optical devices (including contact lenses), medications, cameras, recreational and/or sporting equipment, jewelry, cell phones, computers, clothing, electronic devices, cash, securities or other negotiable instruments under any circumstances whatsoever, whether carried within the Passenger's baggage or otherwise.

(d) It is stipulated that the aggregate value of the Passengers baggage under this Ticket Contract does not exceed \$300.00 and any liability of the Carrier for any cause whatsoever with respect to said baggage shall not exceed such sum.

(e) Please lock all luggage when not in your immediate possession. Carrier shall not be liable for loss of or damage to, jewelry, cash, liquor parcels, photographic/electronic equipment, including phones and computers, lifesaving medications/prescriptions, medical equipment, ladies train cases/cosmetic bags/small carry-on luggage or other similar valuable items contained in the Passenger's baggage. Please do not place the above-mentioned items with your luggage. We recommend that these items be carried with you when boarding or disembarking the Vessel.

(f) NO SUIT SHALL BE MAINTAINABLE AGAINST THE CARRIER UPON ANY CLAIM IN CONNECTION WITH THIS CONTRACT RELATING TO BAGGAGE OR ANY PROPERTY UNLESS LOSS OR DAMAGE TO BAGGAGE OR PROPERTY WHILE BOARDING OR DISEMBARKING IS REPORTED TO THE CARRIER'S PERSONNEL PRIOR TO LEAVING THE U.S. CUSTOMS AREA. PASSENGER MUST FILE AN IRREGULARITY REPORT PRIOR TO LEAVING THESE AREAS. CARRIER WILL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS WHICH IS NOT DULY REPORTED AS STATED ABOVE. IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST THE CARRIER WITH RESPECT TO BAGGAGE OR PROPERTY BE MAINTAINABLE UNLESS SUIT SHALL BE COMMENCED WITHIN SIX (6) MONTHS AFTER TERMINATION OF THE VOYAGE.

(g) Passenger consents and agrees that the Carrier has an absolute right to transfer Passenger and/or his/her baggage to other carriers, whether by water, motor vehicle, rail or air, to or toward the ultimate destination. In the event such substituted passage is for the convenience of the Carrier, it shall be at the Carrier's cost. Otherwise it shall be at the cost of the Passenger.

(h) In making any arrangements for the care or transportation of any Passenger or his/her baggage by any connecting or other carrier, railway, Vessel, craft, transportation company, tramway, carriage, automobile, aircraft or otherwise than by Carrier's ships or such tenders as are supplied at the sole expense of Carrier to embark or disembark passengers in and from the same, or in making any arrangements for shore accommodations, amusement or entertainment for any Passenger or for any other service or facility whatsoever for any Passenger otherwise than aboard the Vessel or such tenders aforesaid, it is understood and agreed that Carrier is acting in the capacity of agent for the party or parties actually providing such care, transportation, accommodation, amusement, entertainment, service or facility aforesaid, and that the same are provided subject to the terms appearing in the tickets, vouchers, or notices for the time being in force of such party or parties or otherwise imposed by such party or parties. It is further understood and agreed that Carrier is not to be, or to be held, liable for the act, neglect, default or omission of any party whomsoever in respect of any events, matters or things whatsoever or whosoever, elsewhere than aboard the Carrier's Vessels or such tenders as are supplied at the sole expense of Carrier for the purpose of embarking or disembarking passengers in or from the Vessel.

(i) Passenger will not be liable to pay or entitled to receive any general average or salvage contribution in respect to property taken by Passenger onto the Vessel.

(j) Unless negligent, Carrier is not responsible nor liable for any loss or damage to Passenger's property on the Vessel. Liability for loss of or damage to Passenger's property in connection with any air or ground transportation shall be the sole responsibility of the provider of the service and in accordance with applicable limitations.

8. LIMITATIONS AND DISCLAIMERS OF LIABILITY

(a) THE CARRIER AND PASSENGER HEREBY AGREE THERE IS NO WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE FITNESS, SEAWORTHINESS, OR CONDITION OF THE VESSEL OR ANY PERSON ON BOARD, OR ANY FOOD, DRINK, MEDICINE, OR PROVISIONS SUPPLIED ON BOARD THE VESSEL. THE PASSENGER ACKNOWLEDGES THAT THE CARRIER IS NOT AN INSURER OF HIS OR HER SAFETY DURING THE COURSE OF THE VOYAGE, AND THE PASSENGER AGREES THAT THE CARRIER SHALL NOT BE LIABLE IN ANY CIRCUMSTANCES FOR ANY INCIDENT OR INJURY ARISING FROM EVENTS OCCURRING OUTSIDE OF THE PASSENGER AREAS OF THE VESSEL OR OUTSIDE OF THE VESSEL ITSELF, OUTBREAKS OF COMMUNICABLE DISEASE, INCLUDING BUT NOT LIMITED TO THOSE EVENTS OCCURRING ASHORE (INCLUDING SHORE EXCURSIONS), ON TENDERS NOT OWNED OR OPERATED BY THE CARRIER, ON OR RESULTING FROM EQUIPMENT NOT A PART OF THE VESSEL, OR UPON DOCKS AND/OR PIERS, OR INVOLVING PERSONS EMPLOYED ON BOARD THE VESSEL ACTING OUTSIDE THE COURSE AND SCOPE OF EMPLOYMENT.

(b) CARRIER DISCLAIMS ALL LIABILITY TO THE PASSENGER FOR DAMAGES FOR EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY OF ANY KIND NOT RESULTING FROM A PHYSICAL INJURY TO THAT PASSENGER, NOR FROM THAT PASSENGER HAVING BEEN AT RISK OF ACTUAL PHYSICAL INJURY, NOR INTENTIONALLY INFLICTED BY THE CARRIER.

(c) CARRIER AND THE VESSEL SHALL HAVE THE BENEFIT OF ANY STATUTORY LIMITATION OF LIABILITY OR EXONERATION OF LIABILITY AVAILABLE IN THE APPLICABLE FORUM, OR UNDER ANY APPLICABLE NATIONAL OR INTERNATIONAL LAW, INCLUDING, BUT NOT LIMITED TO, 46 U.S.C. §§ 30501 THROUGH 30509 AND 30511.

(d) CARRIER SHALL NOT BE LIABLE FOR ANY INJURIES OR DAMAGES WHICH OCCUR WHILE PARTICIPATING IN ANY ATHLETIC OR RECREATIONAL ACTIVITIES ABOARD THE VESSEL OR ONSHORE AT ANY PORT OF CALL, INCLUDING, BUT NOT LIMITED TO, PASSENGER PARTICIPATION IN OR PASSENGER USAGE OF ANY GYMNASIUM, JOGGING, SWIMMING, DIVING, HEALTH CLUB AND SAUNA FACILITIES. BY USING SAID FACILITIES, THE PASSENGER AGREES TO ASSUME ALL RISKS, OF WHICH THE PASSENGER ACKNOWLEDGES THEY HAVE BEEN WARNED OF HEREIN, ARISING THEREFROM AND DOES HEREBY FULLY RELEASE AND DISCHARGE THE CARRIER FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER THE SAME BE KNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM OR ARISING OUT OF THE PASSENGER'S USE OR INTENDED USE OF SAID FACILITIES AND/OR ACTIVITIES.

(e) CARRIER ASSERTS AND HEREBY PLACES PASSENGER ON NOTICE OF ITS INTENT TO USE THE IMMUNITY FOR BUSINESS ENTITIES AGAINST LIABILITY FOR ANY COVID-19-RELATED CLAIM AS PROVIDED FOR IN FLORIDA STATUTES §§ 768.38 AND 768.381.

(f) IF PASSENGER IS TRAVELING WITH HIS/HER NATURAL BORN OR ADOPTED MINOR CHILDREN, THE PASSENGER HEREBY AGREES AND STIPULATED TO THE APPOINTMENT, UPON BOARDING OF HIM/HERSELF AS THE LEGAL REPRESENTATIVE OF SUCH MINOR CHILDREN WITHIN THE MEANING OF 46 U.S.C. § 30508(d) UPON BOARDING.

9. JURISDICTION, VENUE, GOVERNING LAW AND WAIVER OF CLASS ACTION RELIEF

(a) Except as provided in clause 10(c) below, it is agreed by and between the Passenger and Carrier that all disputes and matters whatsoever arising under, in connection with or incident to this Contract or the Passenger's cruise, including travel to and from the Vessel, shall be litigated, if at all, before the United States District Court for the Southern District of Florida in Palm Beach, or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in Palm Beach County, Florida, U.S.A. to the exclusion of the Courts of any other county, state or country. Passenger hereby consents to such exclusive jurisdiction and waives any jurisdictional, venue or other objection that may be available. In the event that a matter is brought in the Federal Courts of the United States and no diversity jurisdiction exists, then the matter must proceed under the Court's admiralty jurisdiction and Passenger may not be allowed a trial by jury. If a matter proceeds under the Court's admiralty jurisdiction, then Carrier consents to a trial by jury pursuant to Federal Rule of Civil Procedure 39(c). Passenger acknowledges and understands that a Federal Court presiding over the matter under admiralty jurisdiction may not grant a trial by jury despite Carrier and Passenger's request for a trial by jury, and in such event, Passenger knowingly and voluntarily waives a trial by jury. Passenger hereby consents to such exclusive jurisdiction and waives any jurisdictional, venue or other objection that may be available.

(b) THIS CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION AND SUPERSEDES ANY LAW ENTITLING PASSENGER TO PARTICIPATE IN A CLASS ACTION. THIS CLASS ACTION RELIEF WAIVER PRECLUDES PASSENGER FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING ANY CLAIM BROUGHT UNDER THIS CONTRACT OR IN CONNECTION WITH PASSENGER'S CRUISE. EVEN IF APPLICABLE LAW PROVIDES OTHERWISE, PASSENGER AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY PASSENGER INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION. PASSENGER EXPRESSLY AGREES TO WAIVE AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. IF PASSENGER'S CLAIM IS SUBJECT TO ARBITRATION UNDER CLAUSE 10(c) BELOW, THE PASSENGER FURTHER AGREES AND ACKNOWLEDGES THAT THE CLASS ACTION WAIVER IS MATERIAL AND ESSENTIAL TO THE ARBITRATION OF ANY DISPUTES BETWEEN THE PARTIES AND IS NON-SEVERABLE FROM THE AGREEMENT TO ARBITRATE CLAIMS. THE VALIDITY AND EFFECT OF THIS CLASS ACTION RELIEF WAIVER MAY BE DETERMINED ONLY BY A JUDGE OR COURT OF LAW AND NOT BY AN ARBITRATOR. PASSENGER AGREES THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN CLAUSE 10(c) BELOW, 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. PASSENGER AGREES THAT CARRIER CAN RECEIVE IMMEDIATE JUDICIAL ASSISTANCE TO ENFORCE THIS CLASS ACTION WAIVER.

10. NOTICE OF CLAIMS, TIME LIMITATIONS OF ACTIONS, COMMENCEMENT OF SUIT, AND ARBITRATION

(a) **TIME LIMITS FOR PERSONAL INJURY/ILLNESS/DEATH SUITS:** CARRIER SHALL NOT BE LIABLE FOR ANY CLAIMS WHATSOEVER FOR PERSONAL INJURY, ILLNESS OR DEATH OF PASSENGER, UNLESS FULL PARTICULARS IN WRITING ARE GIVEN TO CARRIER AT THE FOLLOWING ADDRESS, C/O BAHAMAS PARADISE CRUISE LINE, 431 FAIRWAY

DRIVE, DEERFIELD BEACH, FL 33441 WITHIN SIX (6) MONTHS FROM THE DATE OF SUCH INJURY, EVENT, ILLNESS OR DEATH GIVING RISE TO THE CLAIM. SUIT TO RECOVER ON ANY SUCH CLAIM SHALL NOT BE MAINTAINABLE UNLESS FILED WITHIN ONE YEAR AFTER THE DATE OF THE INJURY, EVENT, ILLNESS OR DEATH, AND SUIT IS COMMENCED (FILED) WITHIN ONE (1) YEAR FROM THE DATE OF SUCH INJURY, ILLNESS OR DEATH AND PROCESS SERVED WITHIN 120 DAYS AFTER FILING, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY..

(b) **TIME LIMITS FOR ALL OTHER SUITS:** CARRIER SHALL NOT BE LIABLE FOR ANY CLAIMS WHATSOEVER, OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER, UNLESS FULL PARTICULARS IN WRITING ARE GIVEN TO CARRIER AT THE FOLLOWING ADDRESS, C/O BAHAMAS PARADISE CRUISE LINE,.431 FAIRWAY DRIVE, DEERFIELD BEACH, FL 33441 WITHIN 30 DAYS AFTER PASSENGER'S CRUISE TERMINATES OR IN THE CASE THE VOYAGE IS ABANDONED, WITHIN 30 DAYS THEREAFTER. LEGAL PROCEEDINGS TO RECOVER ON ANY CLAIM WHATSOEVER OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH SHALL NOT BE MAINTAINABLE UNLESS COMMENCED (FILED) WITHIN SIX MONTHS AFTER THE DATE PASSENGERS CRUISE TERMINATES OR IN THE CASE THE VOYAGE IS ABANDONED, WITHIN SIX MONTHS THEREAFTER, AND UNLESS SERVED UPON CARRIER WITHIN 120 DAYS AFTER COMMENCEMENT. PASSENGER EXPRESSLY WAIVES ALL OTHER POTENTIALLY APPLICABLE STATE OR FEDERAL LIMITATION PERIODS FOR CLAIMS WHICH INCLUDE, BUT ARE NOT LIMITED TO, ALLEGATIONS CONCERNING ANY AND ALL CIVIL RIGHTS, THE AMERICANS WITH DISABILITIES ACT (ADA), UNFAIR TRADE PRACTICES AND/OR ADVERTISING.

(c) **ARBITRATION AGREEMENT FOR ALL OTHER CLAIMS:** ANY AND ALL OTHER DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER, EXCEPT FOR PERSONAL INJURY, ILLNESS OR DEATH OF A PASSENGER WHETHER BASED ON CONTRACT, TORT, STATUTORY, CONSTITUTIONAL OR OTHER LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO ALLEGED VIOLATION 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 CONTRACT OR PASSENGER'S CRUISE, NO MATTER HOW DESCRIBED, PLEADED OR STYLED, 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") SOLELY IN PALM BEACH, FLORIDA, U.S.A. TO THE EXCLUSION OF ANY OTHER FORUM. THE ARBITRATION SHALL BE ADMINISTERED BY NATIONAL ARBITRATION AND MEDIATION ("NAM") UNDER ITS COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND NAM'S FEE SCHEDULE IN EFFECT AT THE TIME OF THE PROCEDURE, EACH OF WHICH ARE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE. ANY QUESTION ABOUT THE ARBITRATION ADMINISTRATORS MENTIONED ABOVE MAY BE DIRECTED TO THEM AS FOLLOWS: NATIONAL ARBITRATION AND MEDIATION, INC., 990 STEWART AVE, 1ST FL., GARDEN CITY, NY 11530, PHONE: (800) 358-2550 EXT. 128.

NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL NOR 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. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT PASSENGER OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. AN AWARD RENDERED BY AN ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION UNDER THE CONVENTION OR FAA. PASSENGER AND CARRIER FURTHER AGREE TO PERMIT THE TAKING OF A DEPOSITION UNDER OATH OF THE PASSENGER ASSERTING THE CLAIM, OR FOR WHOSE BENEFIT THE CLAIM IS ASSERTED, IN ANY SUCH ARBITRATION. THE ARBITRATOR AND NOT ANY FEDERAL, STATE OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE. IN THE EVENT THIS PROVISION IS DEEMED UNENFORCEABLE BY AN ARBITRATOR OR COURT OF COMPETENT JURISDICTION FOR ANY REASON, THEN AND ONLY THEN THE PROVISIONS OF SECTION 9 ABOVE GOVERNING VENUE AND JURISDICTION SHALL EXCLUSIVELY APPLY TO ANY LAWSUIT INVOLVING CLAIMS DESCRIBED IN THIS SECTION 10(c).

(d) IN THE EVENT OF AN IN REM PROCEEDING AGAINST THE VESSEL, PASSENGER HEREBY IRREVOCABLY AGREES THAT THE POSTING OF A LETTER OF UNDERTAKING FROM ANY OF CARRIER'S INSURERS SHALL CONSTITUTE AN ADEQUATE AND APPROPRIATE FORM OF SECURITY FOR THE IMMEDIATE RELEASE OF THE VESSEL IN LIEU OF ARREST.

11. MEDICAL CARE & OTHER PERSONAL SERVICES; SHORE EXCURSIONS; INDEPENDENT CONTRACTORS

(a) Passenger recognizes and agrees that, if and when Carrier makes arrangements for Passenger transportation (other than the subject cruise), including air, shore excursions, ground tours, ground transportation, hotels, restaurants, medical care and/or other transportation, activities, personal services, facilities, or amusements occurring on/off the Vessel are made solely for Passenger's convenience and are at Passenger's risk. The providers of such services are independent contractors and are not acting as agents or representatives of Carrier; moreover, Carrier does not act on behalf of or supervise the parties or persons who own, furnish, or operate such conveyances, services or facilities, and the same are provided by independent contractors who work directly for the Passenger and the Passenger is subject to such terms, if any, appearing in the tickets, vouchers or notices of such party or parties. Passenger agrees that the Carrier in no event shall be liable for any loss, delay, disappointment, damage, injury, illness, death or other harm whatsoever to Passenger which occurs on or off the Vessel or as a result of any acts, omissions or negligence of any independent contractors' service or facility.

(b) All arrangements made for or by the Passenger for shore side accommodations, excursions, transportation or activities have been made solely for the Passenger's convenience and are at the Passenger's risk. Even if the Carrier shall be entitled to charge a fee and earn a profit for arranging such services, all such persons or entities shall be deemed to be independent contractors and not acting as agents or representatives of the Carrier.

(c) Carrier's responsibility shall never exceed the usual amount of limitation of liability to which Carrier is entitled under the applicable law. No undertaking or warranty is given or shall be implied as to the seaworthiness, fitness, or condition of the Vessel or any food, drink, or medicine supplied onboard the Vessel. In no event shall Carrier be liable for any accident which occurs off the Vessel itself, including,

but not limited to accidents occurring ashore, on tenders not owned by the Vessel or a part of the Vessel's equipment, or upon docks or piers. The exemption from liability herein contained shall extend to each of the employees, officers, agents, servants and all representatives of the Carrier.

(d) The Carrier shall in no event be liable to the Passenger in respect to occurrences happening off the Vessel itself. In selling tickets, coupons or vouchers or making arrangements for shore excursions, tours, hotels, restaurants, transportation, or other activities, the Carrier acts only as agent for others who operate such services and all persons accepting or using tickets or authorizations in any form for such services shall thereby be deemed to agree and consent that the Carrier shall not be or become liable for any acts or omissions pertaining to such services or for any loss, injury or damage to any person or property arising therefrom or in connection therewith.

(e) Carrier shall not be liable for any injuries or damages which occur while participating in athletic or recreational activities aboard the Vessel, including, but not limited to, Passenger's usage of any gymnasium, jogging, swimming, diving, health club, spa and sauna facilities, and by utilizing such facilities, Passenger agrees to assume all risk and does hereby fully release and discharge Carrier from any and all claims, demands, damages, 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.

(f) Passenger recognizes and agrees that the Carrier is not in the business of providing medical services and/or operating medical facilities. If the Vessel provides a surgeon or physician, or if the Vessel is required to request emergency or other medical care or evacuation for the Passenger or on the Passenger's behalf ("Medical Services"), it is understood and agreed that the Carrier does so solely for the convenience of the Passenger, that such Medical Services are provided by medical professional who work directly for the Passenger, and shall not be considered in any respect whatsoever, as the employee, servant or agent of the Carrier, and that the Carrier does not undertake to supervise, nor does it supervise or direct the actions of the person(s) providing such Medical Services. Passenger therefore agrees that the Carrier cannot guarantee the performance of such Medical Services, and that the Carrier shall not be liable for losses or injuries incurred or arising from said services. Moreover, the persons or entities providing said Medical Services shall be entitled to make a proper charge for any service performed with respect to a Passenger and the Carrier shall not be concerned otherwise in any way whatsoever in any such arrangement. The Passenger shall pay for all Medical Services requested or required, whether onboard or ashore, including the cost of any emergency medical care or transportation incurred by Carrier and any costs associated with the provision of Medical Services. If Passenger is not able to pay and the Carrier pays these expenses, then Passenger shall reimburse and indemnify the Carrier for any such charges.

12. CARRIER'S RIGHT TO INCREASE FARES, INCREASE OR ESTABLISH CHARGES FOR GOODS AND SERVICES, CANCEL OR CHANGE VOYAGE, CHANGE STATEROOM ASSIGNMENT AND PERFORM CONSTRUCTION OR REPAIRS

(a) Subject to applicable laws, Carrier reserves the right to increase published fares without prior notice. However, fully paid or deposited Passengers will be protected, except for fares listed, quoted, advertised or booked in error, fuel supplements, taxes, fees and port expenses, other surcharges and changes to deposit, payment and cancellation terms/conditions, which are subject to change without notice. In the event that a cruise fare listed, quoted or advertised through any website, Carrier's sales person, travel agent or any other source is booked but is incorrect due to an electronic error, typographical error, human error or any other error causing the fare to be listed, quoted or advertised for an amount not intended by Carrier, Carrier reserves the right to correct the erroneous fare by requesting Passenger to pay the correct

fare intended, or by canceling the cruise in exchange for a full refund, but in no event shall Carrier be obligated to honor any such booking resulting from the error or otherwise be liable in such circumstances.

(b) Carrier reserves the right to offer promotional cruise fares that require a minimum occupancy requirement per cabin. When the booked cruise fare is contingent on a minimum occupancy requirement per cabin, cancellation by one or more Passengers in a cabin may cause an adjustment to the remaining Passengers booked cruise fare based on the prevailing and available rate at the time of the cancellation (“recalculated fare”). Final payment in full of the recalculated fares for all remaining Passengers in a cabin is due by 11:59:59 p.m. EST on the eve before the start of the cancellation penalty period. Failure to make timely final payment in full of the recalculated fares by all remaining Passengers in a cabin will result in automatic cancellation of the reservation for the entire cabin.

(c) Carrier has the right without previous notice to cancel this contract at the port of embarkation or any time during the voyage if the Vessel experiences a mechanical failure or for any other reason and shall thereupon return to Passenger, if the Contract is completely canceled, his Cruise Fare, or, if the Contract is partially canceled, a proportionate part thereof. Under such circumstances, Carrier shall have no further liability for damages or compensation of any kind.

(d) Carrier may change the duration and/or itinerary of the cruise at any time. The Vessel shall be entitled to leave and enter ports with or without pilots or tugs, to tow and assist other vessels in any circumstances, to return to or enter any port at the Master’s discretion and for any purpose, and to deviate in any direction or for any purpose from the direct or usual course, and to omit or change any or all port calls, arrival or departure times, with or without notice, for any reason whatsoever, including but not limited to health and safety, security, adverse weather, hurricanes, tornadoes, strikes, tides, hostilities, civil unrest, port closings, emergency debarkations of Passengers or crew, late air, sea, car or motor coach departures or arrivals, mechanical breakdowns, declared pandemics, public health emergencies or outbreak of communicable disease, quarantines, national or regional emergencies, US or foreign governmental advisories or travel warnings, all such deviations being considered as forming part of and included in the proposed voyage. Except as provided in paragraph 12(c) with respect to mechanical failures, paragraph 5(e) for COVID-19, as provided in Carrier’s change of itinerary policy in effect when the Passenger or Passenger’s agent accepts the terms of this Contract, or as required by federal regulations, Carrier shall have no liability for any compensation or other damages in such circumstances for any change in itinerary, ports of call, ports of embarkation and debarkation, and/or duration of the cruise (including a longer than planned duration of the cruise due to port closings) (Carrier’s change of itinerary policy can be found at Carrier’s Website or at Carrier’s FAQ web page).

(e) Except as provided in paragraph 12(c) with respect to mechanical failures, Clause 5(e) for COVID-19, or as required by federal regulations, if the performance of the proposed voyage is hindered or prevented (or in the opinion of Carrier or the Master is likely to be hindered or prevented) by war, hostilities, blockage, ice, labor conflicts, adverse weather conditions, strikes on board or ashore, Rulers or People (including but not limited to orders by governmental agencies restricting travel due to declared pandemics, epidemics, public health emergencies or outbreak of communicable disease, quarantines, national or regional emergencies) seizure under legal process, breakdown of the Vessel, congestion, docking difficulties or any other cause whatsoever or if Carrier or the Master considers that for any reason whatsoever, proceeding to, attempting to enter, or entering or remaining at the port of Passenger’s destination may expose the Vessel to risk or loss or damage or be likely to delay her, the Passenger and his baggage may be landed at the port of embarkation or at any port or place at which the Vessel may call, at which time the responsibility of Carrier shall cease and this contract shall be deemed to have been fully

performed, or if Passenger has not embarked, Carrier may cancel the proposed voyage without liability to refund passage money or fares paid in advance.

(f) Carrier and the Master shall have liberty to comply with any orders, recommendations or directions whatsoever given by the Government or Department of any nation or by any person acting or purporting to act with the authority of such Government or Department or by any Committee or person having under the terms of the War Risks Insurance on the Vessel the right to give such orders, recommendations or directions, and if by reason of, and in compliance with any such orders, recommendations or directions anything is done or is not done the same shall not be deemed a deviation or a breach of this contract. Disembarkation of any Passenger or discharge of baggage in accordance with such orders, recommendations or directions shall constitute due and proper fulfillment of the obligation of Carrier under this Contract.

(g) Specific stateroom assignments are not guaranteed. Carrier reserves the right to move Passengers to a comparable stateroom for any reason, including but not limited to, instances in which a stateroom is booked with fewer than the maximum number of Passengers the stateroom can accommodate; or when a partial Passenger cancellation occurs and the remaining number of Passengers do not match the maximum number of Passengers the stateroom can accommodate.

(h) Passenger agrees and acknowledges that Carrier may, at any time and without notice, impose charges for, increase charges for and/or eliminate goods and services, other than what is included in your Cruise Fare, without liability to Passenger. These additional charges are exclusive of your Cruise Fare. The goods and services offered or available during the Cruise, may differ from goods and services previously offered or available on prior cruises and/or what was advertised on Carrier's website (www.BahamasParadiseCruise.com), commercials, in other printed media, and/or in prior verbal discussions.

(j) Carrier reserves the right to periodically perform repairs to the Vessel and/or perform construction on the Vessel to alter, amend or remove any appurtenance, amenity or facility on the Vessel. Passenger acknowledges that such repairs, alterations, amendments or removal of any appurtenance may occur during the Cruise and agrees that Carrier shall not be liable to Passenger for a refund, of any portion of the Cruise Fare, full, partial or otherwise, nor shall Passenger have any legal or equitable cause of action relating thereto.

13. SPECIAL NEEDS; FITNESS TO TRAVEL; PASSENGERS UNDER 18; MINORS; PREGNANCY

(a) Passenger admits a full understanding of the character of the voyage and the Vessel and assumes all risks incident to travel and transportation and handling of Passengers and cargo. While at sea or in port the availability of medical care may be limited or delayed. Passenger acknowledges that all or part of their voyage may be in areas where medical care and evacuation may not be available. Passenger agrees to indemnify and reimburse Carrier in the event Carrier elects to advance the cost of emergency medical care, including medical care provided ashore as well as transportation and/or lodging in connection therewith. Passengers who embark in violation of the Contract terms assume all associated risks and agree to indemnify and reimburse Carrier for all resulting losses, costs and expenses, including without limitation those related to the Vessel's deviation from its scheduled route, and other expenses attributable to disembarkation of such Passengers. Passengers are further advised to refer to **Section 5** which specify their responsibilities and obligations in these situations.

(b) In addition to the Passenger's representations required in Section 5 regarding COVID-19, Passenger warrants that he / she and those traveling with Passenger are fit for travel and that such travel will not

endanger themselves or others. Carrier reserves the right to terminate a Passenger's Cruise at any time, at the risk and expense of the Passenger disembarked, when in the opinion of Carrier, Passenger is considered to be a danger to himself or a disturbance or danger to others.

(c) Passengers are strongly encouraged to contact their treating physician to discuss their health concerns, including COVID-19, before travelling. Passengers with special needs are advised that certain international safety requirements, shipbuilding requirements, and/or applicable regulations may cause difficulty for persons with mobility-impairments or persons with severely impaired sight and/or hearing. Passengers requiring the use of a wheelchair must provide their own as any wheelchairs available on the vessel are for emergency use only. For the convenience and comfort of such Passenger, you are strongly encouraged to bring a collapsible wheelchair. Passenger acknowledges that standard cabins are not designed to be barrier free and wheelchair accessible.

(d) Any condition of Passenger that may require an accommodation or special request or need of any kind should be reported to Carrier by Passenger when a reservation is requested so that Carrier has sufficient time to determine whether the accommodation or special request or need can be met on the Vessel and, if so, to allow sufficient time to arrange Passenger's accommodation, special attention or need. Passenger acknowledges that if Carrier is not notified of Passenger's accommodation in sufficient time to make arrangements for the accommodation, special attention or need, Passenger may not be able to be accommodated.

(e) The Passenger agrees not to present herself for boarding under any circumstances if, by the time the Passenger will conclude her travel with the Carrier, she will have entered the 24th week of pregnancy.

(f) The Passenger further understands and agrees that infants sailing onboard a vessel must be at least six (6) months of age at time of sailing.

(g) Passenger acknowledges that medical care while on a cruise ship may be limited or delayed and that the Vessel may travel to destinations where medical care is unavailable. Passenger further acknowledges that there may be circumstances beyond Carrier's control which may prevent or delay a medical evacuation or disembarkation.

(h) Passenger assumes responsibility for his/her own safety and Carrier cannot guarantee Passenger's safety at any time. The United States Department of State, Centers for Disease Control and Prevention and other governmental and tourist organizations regularly issue advisories and warnings to travelers and Carrier strongly recommends Passenger obtain and consider such information when making travel decisions. Carrier assumes no responsibility for gathering such information.

(i) Passenger recognizes and agrees that the Carrier reserves the right, without incurring liability of any kind, to refuse or revoke passage to, or confine to a stateroom, any Passenger who, in the sole judgment of the Carrier or Vessel's medical personnel, and based upon an individualized assessment is in such physical or mental condition to be unfit for travel, may require medical treatment and attention beyond which is available aboard the Vessel, or may be refused admission into a port of landing or into the country of destination, or may be suffering from a contagious disease, or for any other cause may endanger themselves or others, or become obnoxious to others. Any Passenger who is refused passage or otherwise denied any advertised benefit or service under this paragraph shall not be entitled to receive any compensation whatsoever and shall become liable for any resulting expenses incurred by the Carrier.

(j) Application for passage from an expectant mother must be accompanied by a medical certificate establishing her fitness for travel. Carrier reserves the right to refuse passage to women in

advanced stages of pregnancy. Any passenger who enters the twenty-fourth (24th) week of pregnancy by the beginning of the Cruise agrees not to book the Cruise or board the Vessel.

14. VESSEL & VOYAGE

(a) Passenger admits and acknowledges that travel by ocean-going vessel occasionally presents risks and circumstances beyond the ability of the Carrier to reasonably control or mitigate. Passenger admits a full understanding of the nature and character of the Vessel and assumes all risks of travel, transportation and handling of Passengers and baggage. Except as otherwise provided herein, Passenger assumes the risk of and agrees that the Carrier shall not be liable for (a) injury, death, or delay of or to the Passenger or (b) loss, damage or delay to the Passenger's baggage, effects or property arising from, caused, or in the judgment of the Carrier rendered necessary or advisable by reason of any act of God or public enemies, arrest, restraints of governments or their departments or under color of law, piracy, war, revolution, extortion, hijacking, bombing, threatened or actual rebellion, insurrection, civil strife, fire, explosion, collision, stranding, grounding, perils of the sea, rivers, canals, locks or other waters, perils of navigation of any kind, lack of water or passageway in channels or canals, theft, accident to or from machinery, boilers or latent defects even though existing at embarkation or commencement of voyages, barratry, desertion or revolt of crew, seizure of ship by legal process, strike, lockout or any labor disturbances whatsoever, whether or not such strike, lockout or labor disturbances result from a dispute between the Carrier and its employees or between other parties, whether or not of like or of similar character to the foregoing. Under any such circumstances the voyage maybe altered, shortened, lengthened, or cancelled in whole or in part without any liability to the Carrier for a refund or otherwise.

(b) If the Vessel is prevented for any reason whatsoever, including fault of Carrier, from sailing on or about the scheduled or advertised day, Carrier shall have full liberty to substitute any other vessel whether owned, chartered or operated by it and to re-berth Passengers thereon, or at Carrier's option to make refund of Cruise Fare paid or a pro-rated portion thereof, without any further liability for damages or losses of any kind whatsoever.

(c) Carrier shall have full liberty to proceed without pilots and tow and to assist vessels in all situations, to deviate from the direct or customary course in the interest of Passengers or of the Vessel, or to save life or property; to put in at any unscheduled or unadvertised port; to omit or delay landing at any scheduled or advertised port; to put back to port of embarkation or to any port previously visited if Carrier shall deem prudent, all without incurring any liability to the Passenger on account thereof.

15. PASSENGER'S TRAVEL AGENT

Passenger agrees that any travel agent used by Passenger in connection with the booking and/or purchase of the cruise or issuance of this Contract is, for all purposes, solely Passenger's agent and not Bahamas Paradise Cruise Line's agent. Carrier shall not be liable for any representation, insolvency, or other conduct by the travel agent, including but not limited to such agent's failure to remit any portion of the Cruise Fare to the Carrier, or any refund to the Passenger. Passenger remains liable for the cost of the ticket and Carrier is not responsible for the financial condition and integrity of any travel agent or other paying agent. Passenger agrees that receipt of any refunds or notices by the Passenger's travel agent, including this Contract, shall constitute receipt by Passenger. In the event that an agent shall fail to remit to Carrier any monies paid to the agent by Passenger, Passenger shall be and remain liable for the fare due to Bahamas Paradise Cruise Line, regardless of whether liability is asserted before or after embarkation. Issuance and validity of ticket contract is conditional upon final payment being received by Bahamas Paradise Cruise Line prior to sailing. Any refund made by Bahamas Paradise Cruise Line to an agent on behalf of Passenger shall be deemed payment to Passenger, regardless of whether the monies are

delivered by the agent to Passenger. Receipt of this ticket contract, any other documentation or notification pertaining to the cruise by Passenger's travel agent shall constitute receipt by Passenger.

16. USE OF PASSENGER LIKENESS

(a) Carrier has the exclusive right to include photographic, video and other visual portrayals of passenger in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without Passenger's consent and/or compensation to Passenger, and all rights, title and interest therein (including all copyrights therein) shall be Carrier's sole property, free from any claims by Passenger or any person deriving any rights or interest from Passenger. Passenger's consent extends to minors and other persons in the care and charge of Passenger.

(b) Passenger agrees that any recording (whether audio, video or otherwise) or photograph of Passenger, other passengers, crew or third parties aboard the Vessel or depicting the Vessel, its design, equipment or otherwise, shall not be used for any commercial purpose, in any media broadcast or for any other financial gain personal or otherwise, without the express written consent of the Carrier. The Carrier shall be entitled to take any legal and reasonable measures including but not limited to injunctive relief, to enforce this provision.

17. SEVERABILITY

Should any provision of this contract be contrary to or invalid by virtue of the law of any jurisdiction in which this contract is attempted to be enforced, or for any other reason, said provision is deemed to be severed from this contract and shall be of no effect, but all remaining provisions herein shall remain in full force and effect.