

CRUISE TICKET
CONTRACT

**IMPORTANT NOTICE TO
PASSENGERS**

THIS IS YOUR CRUISE TICKET CONTRACT. IT CONTAINS IMPORTANT LIMITATIONS ON THE LEGAL RIGHTS OF PASSENGERS AND ARE BINDING. IT IS IMPORTANT THAT YOU CAREFULLY READ ALL TERMS OF THIS CONTRACT, WITH PARTICULAR ATTENTION TO PARAGRAPHS 12, 26-27, 29-30, 32, 36, 39-40, 42-43, 50 and 53-62, WHICH LIMIT OUR LIABILITY AND YOUR RIGHT TO SUE, AND RETAIN IT FOR FUTURE REFERENCE. ACCEPTANCE OR USE OF THIS CRUISE TICKET CONTRACT SHALL CONSTITUTE THE AGREEMENT OF PASSENGERS TO THESE TERMS AND CONDITIONS.

Introduction:

This CONTRACT OF PASSAGE/CRUISE TICKET CONTRACT/PASSENGER CRUISE TICKET describes the terms and conditions that will apply to the relationship between the Passenger and the Carrier for the Vessel relative to the Cruise covered by this Agreement. Passengers are advised to read the terms and conditions of the passenger cruise ticket contract set forth below.

Definitions:

1. "Carrier" as used herein, it 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.
2. "Passenger" shall include the plural where appropriate and all persons engaging and/or traveling under this contract, persons in their care and their respective heirs and representatives. The masculine includes the female.
3. "Agreement" or "Contract" means the terms and conditions set forth in this Contract of Passage/Cruise Ticket Contract/Passenger Cruise Ticket together with the Passage Money due for your Cruise. Together, the items described in the preceding sentences shall constitute an agreement between Passenger and Operator/Carrier for the Cruise.
4. "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.
5. "Passage Money" includes the amount paid for the Cruise/Ticket 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.

Passage Money 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 (see paragraph 14 below), 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 the extra amount.

6. "Vessel" shall mean the ship, 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.
7. "Operator" shall mean the entity identified in paragraph 68 below.

Contract/Terms of Fare:

8. This Cruise Ticket 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 of 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.
9. Passenger agrees that, except as expressly provided herein, this Cruise Ticket constitutes the entire agreement between Passenger and Carrier, and shall supersede and exclude any and all prior representations or conditions that may have been made in relation to the Cruise to the Passenger or anyone representing him/her including but not limited to anything contained in Carrier's advertisements, notices, brochures, promotional material, or other literature and all promises made by third parties such as travel agents.
10. This Ticket 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.
11. Passage Money shall be considered earned at the time of payment, or if not previously paid, then at the time of embarkation. The terms of this Ticket Contract shall be binding upon the payment of Passage Money and Passenger agrees to the terms upon presenting this Ticket Contract to the Carrier for boarding even if no payment of the Passage Money has been made. Carrier shall be entitled to Passage Money and to retain it under all circumstances whatsoever.
12. 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 Ticket 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>
13. 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.
14. 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 light sweet crude 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 Passage Money. 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, regardless if the Passage Money has been paid in full.
 15. 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.
 16. 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.
 17. 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.
 18. 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.
 19. Prior to disembarking the Vessel, you 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.

Passenger Obligations; Rules of Carrier; Indemnification:

20. Passenger agrees to abide by the rules of the Carrier, including, but not limited to, the rules and regulations particularly set forth below, 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 Ticket 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).
21. 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 or other substances of a dangerous or illegal nature, nor any dogs, cats, birds or other animals of any kind and description, except for qualified service or guide animals, provided that the Passenger obtains a permit from the Department of Agriculture in the Bahamas. (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.

22. 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.
23. 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.
24. Carrier shall not be required to refund any portion of the fare paid by any Passenger who fails, for any reason, to be onboard the Vessel at least one^[JAG1] hour prior to the Vessel's departure from the port of embarkation or any port of call and shall not be responsible for lodging, meals, transportation or other expenses incurred by Passenger as a result thereof and Carrier shall have the right to reassign/resell any such cabin. Carrier shall have no obligation to any passenger to deviate from any scheduled sailing or port of call.
25. **Minors:** 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.

26. 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.

Baggage, Property & Limitations of Liability:

27. 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.
28. 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.

29. 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.
30. 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 unless the Passenger shall, in writing, specify its true value and pay to the Carrier before embarkation 5% on the excess of such value, in which case the Carrier's liability shall be limited to the actual damage sustained to, but not exceeding such specified value up to a maximum of \$5,000.00.
31. 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.
32. NO SUIT SHALL BE MAINTAINABLE AGAINST THE CARRIER UPON ANY CLAIM IN CONNECTION WITH THIS TRANSPORTATION OR 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.
33. 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.
34. 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 ships 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.
35. Passengers 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.
 36. 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.

Medical Care & Other Personal Services; Shore Excursions; Independent Contractors:

37. 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, the 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.
38. 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.
39. 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.
40. 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.

41. 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.
42. 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.

Special Care and Fitness to Travel:

43. Passenger warrants that the Passenger and those traveling with Passenger and/or those whom Passenger is responsible, are fit for travel and that such traveling 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.
44. 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 the Carrier's control which may prevent or delay a medical evacuation or disembarkation.
45. Any disability or condition requiring special attention or treatment must be reported to the Carrier when reservation is being requested so that the Carrier may assess what reasonable accommodations may be made, if any, that would not create an undue hardship on the Carrier or other Passengers. Passengers with special needs are advised that certain international safety requirements, U.S. Coast Guard regulations, shipbuilding requirements, and/or additional applicable regulations may cause difficulty for mobility-impaired person or persons with severely impaired sight and/or hearing. Passengers requiring the use of a wheel chair must provide their own as any wheelchairs available are for emergency use only, for the convenience and comfort of all Passengers, they are strongly encouraged to bring a

- collapsible wheelchair. Passengers are advised that standard cabins are not designed to be barrier free and wheelchair accessible. For these reasons and in order for Carrier to ensure Passenger safety and well-being, Carrier may require such persons to be accompanied by, and share the same cabin with, an adult who is not physically impaired as aforesaid.
46. 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.
 47. FOR INFANTS, 6 MONTHS OF AGE IS THE MINIMUM AGE FOR SAILING IN LIGHT OF THE CAPACITY OF OUR ONBOARD MEDICAL FACILITIES TO HANDLE NEO-NATAL /PEDIATRIC MEDICAL ISSUES.
 48. 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.
 49. 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.

Vessel & Voyage:

50. Passenger admits and acknowledges that travel by ocean-going vessel occasionally presents risks and circumstances beyond the ability of the Carrier to reasonable 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.

51. 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 Passage Money paid or a pro-rated portion thereof, without any further liability for damages or losses of any kind whatsoever.
52. 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.

Limitations of Actions; Notice of Claims; Waiver of Class; Forum Selection Clause:

53. TIME LIMITS FOR PERSONAL INJURY/DEATH CLAIMS: NO SUIT SHALL BE MAINTAINABLE AGAINST THE CARRIER, THE VESSEL OR ANY TRANSPORT, FOR PERSONAL INJURY, ILLNESS OR DEATH OF PASSENGER UNLESS WRITTEN NOTICE OF THE CLAIM, WITH FULL PARTICULARS, IS DELIVERED TO THE CARRIER AT ITS PRINCIPAL OFFICE WITHIN SIX (6) MONTHS FROM THE DATE OF SUCH PERSONAL INJURY ILLNESS OR DEATH OF THE PASSENGER. IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST THE CARRIER, THE VESSEL OR ANY TRANSPORT WITH RESPECT TO PERSONAL INJURY, ILLNESS OR DEATH FOR ANY REASON BE MAINTAINABLE, UNLESS SUIT IS COMMENCED (FILED) WITHIN ONE (1) YEAR FROM THE DATE OF SUCH PERSONAL INJURY, ILLNESS OR DEATH AND PROCESS IS SERVED WITH 120 DAYS AFTER FILING, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY.
54. OTHER CLAIMS: NO SUIT SHALL BE MAINTAINABLE AGAINST THE CARRIER FOR ANY NON-INJURY, ILLNESS OR DEATH CLAIMS, INCLUDING CLAIMS 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, RELATED TO OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS CONTRACT OR THE CRUISE, SHALL BE MAINTAINABLE AGAINST THE CARRIER UNLESS WRITTEN NOTICE OF THE CLAIM, WITH FULL PARTICULARS, IS DELIVERED TO THE CARRIER'S PRINCIPAL OFFICE WITHIN THIRTY (30) DAYS AFTER TERMINATION OF THE CRUISE TO WHICH THIS CONTRACT RELATES. IN NO EVENT SHALL ANY SUCH SUIT BE MAINTAINABLE UNLESS SUIT IS COMMENCED (FILED) WITHIN SIX (6) MONTHS AFTER THE TERMINATION OF THE CRUISE AND PROCESS SERVED WITHIN SIXTY (60) DAYS AFTER FILING, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY.

55. FORUM SELECTION CLAUSE FOR ALL LAWSUITS: EXCEPT AS PROVIDED IN PARAGRAPH 56 WITH REGARD TO CLAIMS OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH OF A PASSENGER, IT IS AGREED BY AND BETWEEN THE PASSENGER AND THE CARRIER THAT ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, IN CONNECTION WITH OR INCIDENT TO THIS AGREEMENT, PASSENGER'S CRUISE, CRUISE TOUR, LAND TOUR OR TRANSPORT, SHALL BE LITIGATED, IF AT ALL, IN AND BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA LOCATED IN BROWARD COUNTY, FLORIDA, U.S.A., (OR AS TO THOSE LAWSUITS TO WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, BEFORE A COURT LOCATED IN BROWARD COUNTY, FLORIDA, U.S.A.) TO THE EXCLUSION OF THE COURTS OF ANY OTHER STATE, TERRITORY OR COUNTRY. PASSENGER HEREBY CONSENTS TO JURISDICTION AND WAIVES ANY VENUE OR OTHER OBJECTION THAT HE MAY HAVE TO ANY SUCH ACTION OR PROCEEDING BEING BROUGHT IN THE APPLICABLE COURT LOCATED IN BROWARD COUNTY, FLORIDA.
56. ARBITRATION OF ALL OTHER CLAIMS: IT IS AGREED BY AND BETWEEN THE PASSENGER AND THE CARRIER THAT ANY AND ALL OTHER DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER, IN CONNECTION WITH, OR INCIDENT TO THIS CONTRACT OR PASSENGER'S CRUISE, 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, 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 BROWARD, FLORIDA, U.S.A. TO THE EXCLUSION OF ANY OTHER FORUM. THE PASSENGER HEREBY CONSENTS TO JURISDICTION AND WAIVES ANY VENUE OR OTHER OBJECTION THAT MAY BE AVAILABLE TO ANY SUCH ARBITRATION PROCEEDING IN BROWARD, FLORIDA. THE ARBITRATION SHALL BE ADMINISTERED BY NATIONAL ARBITRATION AND MEDIATION ("NAM") UNDER ITS COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND FEE SCHEDULE IN EFFECT AT THE TIME OF FILING THE DISPUTE WITH NAM, 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 PARAGRAPH 55 ABOVE GOVERNING JURISDICTION AND VENUE SHALL EXCLUSIVELY APPLY TO ANY LAWSUIT INVOLVING CLAIMS DESCRIBED IN THIS PARAGRAPH 56.

57. CLASS ACTION RELIEF WAIVER: PASSENGER AGREES BY AND THROUGH THIS TICKET CONTRACT TO THE EXCLUSIVE RESOLUTION OF DISPUTES/LAWSUITS THROUGH INDIVIDUAL LEGAL ACTIONS ON THE PASSENGER'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION. EVEN IF APPLICABLE LAW PROVIDES OTHERWISE, PASSENGER AGREES THAT ANY LAWSUIT AGAINST CARRIER, VESSEL OR TRANSPORT WHATSOEVER SHALL BE LITIGATED BY PASSENGER INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND PASSENGER EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING PASSENGER TO PARTICIPATE IN A CLASS ACTION.
58. IN ADDITION TO ALL OF THE RESTRICTIONS UPON AND EXEMPTIONS OF LIABILITY PROVIDED BY THIS CONTRACT, CARRIER SHALL HAVE BENEFIT OF ANY LIMITATION OF LIABILITY OR EXONERATION OF LIABILITY STATUTE AVAILABLE IN THE APPLICABLE FORUM, INCLUDING BUT NOT LIMITED TO 46 U.S. CODE SECTIONS 30501 THROUGH 30509 AND 30511, AND THE INTERNATIONAL CONVENTION RELATING TO LIMITATION OF THE LIABILITY OF SEAGOING SHIPS 1957 (THE BRUSSELS CONVENTION).
59. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN HEREIN, CARRIER SHALL NOT BE LIABLE FOR INJURY, DEATH, ILLNESS, DAMAGE, DELAY OR OTHER LOSS TO PERSON OR PROPERTY, OR ANY OTHER CLAIM BY ANY PASSENGER CAUSED BY ACT OF GOD, WAR, TERRORISM, CIVIL COMMOTION, LABOR TROUBLE, GOVERNMENT INTERFERENCE, PERILS OF THE SEA, FIRE, THEFTS OR ANY OTHER CAUSE BEYOND CARRIER'S REASONABLE CONTROL, OR ANY ACT NOT SHOWN TO BE CAUSED BY CARRIER'S NEGLIGENCE.
60. PASSENGER AGREES TO SOLELY ASSUME THE RISK OF INJURY, DEATH, ILLNESS OR OTHER LOSS, AND CARRIER IS NOT RESPONSIBLE FOR PASSENGER'S USE OF ANY ATHLETIC OR RECREATIONAL EQUIPMENT; OR FOR THE NEGLIGENCE OR WRONGDOING OF ANY INDEPENDENT CONTRACTORS, INCLUDING BUT NOT LIMITED TO PHOTOGRAPHERS, ENTERTAINERS; OR FOR EVENTS TAKING PLACE OFF THE CARRIER'S VESSELS, LAUNCHES OR TRANSPORTS, OR AS PART OF ANY SHORE EXCURSION, TOUR OR ACTIVITY.
61. CARRIER HEREBY DISCLAIMS ALL LIABILITY TO THE PASSENGER FOR DAMAGES FOR EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY OF ANY KIND UNDER ANY CIRCUMSTANCES, WHEN SUCH DAMAGES WERE NEITHER THE RESULT OF A PHYSICAL INJURY TO THE PASSENGER, NOR THE RESULT OF PASSENGER HAVING BEEN AT ACTUAL RISK OF PHYSICAL INJURY, NOR WHERE

INTENTIONALLY INFLICTED BY THE CARRIER. WITHOUT LIMITING THE PRECEDING SENTENCE, IN NO EVENT WILL CARRIER BE LIABLE TO PASSENGER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES.

62. 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.

Travel Documents:

63. Upon embarkation, Passenger shall have in his/her possession, and assumes all responsibility for obtaining, all visas, passports, certified original birth certificate, travel and health documents required by any governmental authority, and if he/she fails to do so the Carrier shall have no further obligation to transport or to furnish transportation to the Passenger. Passenger should consult his/her travel agent or appropriate governmental authority concerning any required documentation for travel. Passenger shall indemnify Carrier for any and all taxes, stamps on tickets, penalties, fines on passenger, embarkation expense, charges, losses and any and all expenses imposed upon or incurred by the Carrier due to Passenger's failure to have proper documentation or otherwise comply with applicable law or regulations of any kind. Any stamps on tickets, customs, excise or other taxes or fines on the Passenger or the Carrier resulting from the Passenger's conduct, embarkation expenses, and all expenses of such a nature are to be paid by the Passenger. In case of quarantine, each Passenger must bear all risks and expenses caused thereby and will be charged for maintenance, payable day by day if maintained onboard the Vessel for such period of quarantine. Passenger assumes all risks and losses occasioned by delay or detention howsoever arising. Costs connected with embarkation or debarkation of Passengers and/or baggage and costs of transfer between Vessel and shore must be borne by the Passenger. If Passenger is denied boarding for failing to comply with the requirements set forth in this paragraph, the Carrier shall not be liable to refund the Passenger's fare or for any other damages or expenses whatsoever.

Travel Agent:

64. Passenger acknowledges and confirms that any travel agent utilized by Passenger in connection with the issuance of this ticket is, for all purposes, Passenger's agent. Carrier shall not be liable for any representation, insolvency, or other conduct by said travel agent, including but not limited to such agent's failure to remit any portion of the Passage Money to the Carrier, or any refund to the Passenger. Passenger remains liable for the cost of the ticket and is 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 Ticket Contract, shall constitute receipt by Passenger.

Use of Passenger Likeness:

65. 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.

66. 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.

Severability:

67. 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.

Operator:

68. Depending on the Vessel, the operator and the issuer of this Cruise Ticket Contract will be one of the following both having its principal office for the purposes of this ticket located at 431 Fairway Drive, Suite 300, Deerfield Beach, FL 33441:
- a. Paradise Cruise Operator Ltd., Inc. (Vessel - Grand Celebration)
 - b. Classica Cruise Operator Ltd., Inc. (Vessel - Grand Classica)