

Cycling Addendum, Acknowledgment, and Additional Waiver and Release from Liability Cruise Ticket Contract (Contract of Passage/Passenger Cruise Ticket)

ALL PASSENGERS BRINGING THEIR BICYCLE ON THE VESSEL MUST READ AND SIGN THIS ADDENDUM. PLEASE READ CAREFULLY BEFORE SIGNING THE CYCLING ADDENDUM, ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY.

Printed name of Passenger:

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ADDENDUM TO CARRIER TICKET CONTRACT: Passenger hereby recognizes that this addendum is pursuant to, and constitutes additional terms and conditions of the Cruise Ticket Contract.

BAGGAGE DISCLAIMER: Passenger hereby recognizes and acknowledges that the Carrier is allowing He/She to transport the bicycle on the Vessel to and/or from the Port of Call. Passenger by bringing the bicycle on the Vessel, recognizes, consents and agrees that the bicycle shall be and is considered baggage, as defined by the Cruise Ticket Contract set forth in **Paragraphs 27-36** of the Cruise Ticket Contract. **LIABILITY FOR LOSS/DAMAGE:** Carrier's liability for any loss or damage of Passenger's bicycle during transportation is subject to and limited to those terms regarding baggage as set forth in **Paragraph 30** of the Cruise Ticket Contract.

USE OF BICYCLE ON VESSEL: Passenger certifies that **HE/SHE WILL NOT** under any circumstance ride/operate the bicycle while on the vessel under any circumstances. The bicycle must be pushed or carried at all times on the Vessel.

CERTIFICATION OF FITNESS: Passenger certifies that He/She is physically fit, have sufficiently prepared or trained for bicycling and have not been advised otherwise by a qualified health professional.

FITNESS OF BICYCLE: Passenger understands that the Carrier takes no responsibility for verifying the physical readiness of the bicycle and Passenger certifies that the bicycle is fully functional and has no mechanical impediment that will increase the likelihood of any of the occurrences above.

HELMET AND OTHER EQUIPMENT: Passenger agrees to dress appropriately as to mitigate risk of physical injury to others and myself including, but not limited to: wearing shoes appropriate for bicycling; other safety equipment, and dressing in conjunction with the weather. Passenger understands that wearing a helmet that satisfies Consumer Product Safety Commission ("CPSC") standards **IS A REQUIREMENT AND AGREES TO WEAR A HELMET THAT COMPLIES WITH CPSC STANDARDS.**

ADHERENCE TO LOCAL TRAFFIC LAWS: Passenger acknowledges that He/She will follow all laws of the local Port of Call including but not limited to all laws governing traffic and use of roads.

OWNERSHIP: Passenger certifies that He/She are owners and/or in rightful possession of the bicycle and that they **will not sell** or otherwise export the bicycle while on the cruise.

SEVERABILITY: Should any provision of this addendum be contrary to or invalid by virtue of the law of any jurisdiction in which this addendum is attempted to be enforced, or for any other reason, said provision is deemed to be severed from this addendum and shall be of no effect, but all remaining provisions herein as well as those set forth in the Cruise Ticket Contract shall remain in full force and effect.

LIABILITY LIMITATION: In addition and subject to those terms set forth in **Paragraphs 53-62** of the Cruise Ticket Contract, Passenger understands and recognizes that bicycling involves strenuous physical and mental activity and, by its very nature, carries with it certain inherent risks. Passenger assumes all risks associated with AND relating to the risk of strenuous physical and mental activity, including collisions with other riders, vehicles (including but not limited to automobiles, trucks, vans, motorcycles, or other motorized vehicles), animals, inanimate objects or falling off of my bicycle. Passenger acknowledges that He/She may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. Passenger assumes all risks from contact with, or negligent or wanton acts of other bicyclists, motorists, pedestrians and users of the roads; any defects of conditions of road surfaces or surface on which the bicycle is ridden, (including uneven or wet road surfaces, dilapidated roads or gravel on the road surface), failure of cyclists, motorists, and other users of the roads to observe traffic signals or laws, and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity. **Forum Selection Clause:** It is agreed by and between the Passenger and Carrier that all disputes and matters whatsoever arising under this Addendum, shall be litigated, if at all, pursuant to the terms set forth in **Paragraphs 53-62** of the Cruise Ticket Contract.

LIABILITY WAIVER: I WAIVE, RELEASE, AND DISCHARGE the Carrier from all liability from any injury or loss as a result of bicycling activity. I further agree to INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the Carrier from any and all liabilities or claims as a result of bicycling activity.

Printed name of person signing this CYCLING ADDENDUM, ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY:	
Signature:	
Today's date:	
Name of minor if signing on behalf of someone under the age 18:	