



# PARTICIPANT CONTRACT

*By electronically signing this document in the participant portal, I acknowledge that I have read and agree to the terms outlined in this document. Please print for your records.*

This document is a Contract between the Institute for Shipboard Education, Inc. (“ISE”) and its Semester at Sea Program Participants (including but not limited to all students, Lifelong Learners, special guests, spotlight voyagers, faculty, staff and their traveling companions) (“the Contract”). Upon completion of all preparatory requirements, ISE accepts the person(s) named as Participant(s) for the Semester at Sea Program and subject always to the terms of this Contract.

**Signing on behalf of others:** The person accepting this Contract agrees and represents that they are authorized by or on behalf of all Participants (including any minor or other person in their care) to accept and agree to all of the following terms. The Participants, by accepting and/or using this Contract, agree that all of the following terms shall be binding on each of them with the same force and effect as if each of them had signed this Contract. No unaccompanied Minors will be accepted on board the Vessel for the Semester at Sea Program, except with the express written consent of ISE.

## Definitions:

The term “**Academic Component**” refers to any educational activity intended for the Participant to earn academic credit, certificate, credential or any other academically-focused activity facilitated by any educational organization or other entity, including any charterer, taking place on the Vessel, in a port of call, or by other means deemed necessary (e.g. remote learning).

The term “**Captain**” refers to the commander of the Vessel and the person in charge of routine seamanship and navigation.

The term “**Carrier**” refers to ISE, the Program and its administrators, and also includes the Program’s Vessel (or any substituted Vessel), its owners, operators, managers, charterers, agents, any and all affiliated or related companies and all launches of any craft of any type belonging to such Vessel or owned or operated by her owners, operators, managers or charterers and all employees of such individuals and companies.

The term “**Contract**” refers to this agreement between the Participant (as well as any other person the Participant is representing) and the Carrier.



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The term “**Delayed Start**” refers to a delay in starting the Voyage where all Participants would start the Program through remote learning. This term reflects a delay in the start of the residential, or “living-learning,” component of the Program, but not necessarily a delay in the Academic Component of the Program.

The term “**Field Class**” refers to Semester at Sea-designed classes that take place in each country that are a required component of each course and are included in the Tuition portion of standard Program fees.

The term “**Field Program**” refers to Semester at Sea-designed programs in each port stop that are optional and are not included in Program fees.

The term “**Minor**” refers to any persons under the age of 18.

The term “**Participant**” or “**You/Your**” all refer to the person(s) participating in the Program.

The term “**Program**” refers to the Semester at Sea experience as a whole, which may or may not match the same dates as the Voyage.

The term “**Program Change**” refers to any alteration to the Voyage and/or Program from the originally established Program calendar. It could reflect a change in Voyage itinerary (dates, times, locations, etc.) and/or any change to the Program as a whole.

The term, “**Program Fee(s)**” refers to any amount paid by the Participant to the Carrier for participation in the Program.

### **Standard student\* Program Fees include:**

1. Housing and meals aboard the Vessel
2. Comprehensive travel health insurance
3. Costs associated with Vessel operations and operational expenses related to being in port (port agent fees, port services, etc.)
4. Fuel fee
5. Tuition—up to 15 semester credits— and all academically required Field Classes



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### **Program expenses that are NOT included in standard student Program Fees:**

6. Travel to/from the points of embarkation and disembarkation
7. Passport and visas
8. Textbooks and any other course-related materials/supplies
9. Immunizations
10. Optional Vessel services (e.g. laundry, spa, extra food outside designated meal hours, medical treatment, phone cards, stamps, campus store items, etc.)
11. Program Fee Refund Plan (Opt-out available)
12. Optional Field Programs & personal travel while in ports
13. Any applicable surcharges

*\*Lifelong Learners and other non-student Participants may have different inclusions and exclusions in their Program Fees.*

The term **“Room and Board”** refers to the portion of the included Program fees related to the Voyage (items #1-3 above). “Room and Board” does not include Tuition or fuel fees, or any of the items not included in standard Program fees (items #4-13 above.)

The term **“Semester at Sea”** refers to the program(s) organized by the Institute for Shipboard Education, Inc.), a non-profit Delaware Corporation, which shall be deemed to have all the rights and benefits of the “Carrier” as defined herein under this Contract or otherwise by law, international convention or treaty, and the term “Carrier” as used herein shall be deemed, where appropriate, to include Semester at Sea Program (“the Program”) and ISE.

The term **“Termination of Voyage”** refers to cancellation of the Voyage after the Program’s start date where all Participants would be sent home and the Academic Component of the Program would continue through remote learning. This term reflects the conclusion of the residential, or “living-learning,” component of the Program, but not necessarily the conclusion of the Academic Component of the Program.

The term **“Tuition”** refers to the portion of the included student Program fees that covers all costs associated with delivering the Academic Component of the Program including required Field Classes. “Tuition” does not include items #1-4 or #6-13 listed above.

The term **“Voyage”** refers to the Vessel -based portion of the Program reflecting the period of time between initial embarkation and final disembarkation and



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includes all components of the itinerary including time spent on the Vessel and in ports.

The term “**Ship’s Officer**” refers to individuals authorized to serve in a position of authority over routine seamanship and navigation on the Vessel.

The term “**Vessel**” includes the Vessel Semester at Sea is currently using, or any Vessel substituted for the current Vessel, and its tenders or any other means of conveyance controlled by the Carrier.

# TERMS OF CONTRACT

## 1. YOUR OBLIGATIONS AND WARRANTIES TO THE CARRIER.

- a. Prior to the Program start date, You must complete all preparatory requirements, which include but may not be limited to:
  - i. Payment-in-full of Program Fees
  - ii. Obtain a valid passport with sufficient blank pages, applicable visas, any required immunizations and any other paperwork or documents that may be required by a specific country on the itinerary
  - iii. Complete all required preparatory components within the Participant portal (including accepting the terms of this Contract)
- b. You must ensure that You, and any Minor or other person in Your care or for whom You have entered into this Contract, are fit in all respects to undertake the Program.
  - i. In joining the Program, You expressly warrant such fitness to undertake the Program to the Carrier. Your attention is further invited to Subsection 4(A) of this Contract requiring submission of a Medical History Form. Your participation in the Program is contingent on submission *and* approval of this form.
  - ii. If any question arises as to Your fitness to undertake the Program and/or the Voyage, the Carrier may require that You undergo a medical examination at Your expense by a physician designated by the Carrier.



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- c. You must follow the Semester at Sea packing guidelines (including abiding by the “Prohibited Items” list provided in the [Voyager’s Handbook](#)), baggage restrictions, and travel guidelines provided in the Voyage preparation emails.

### 2. CARRIER’S RIGHT TO FARE INCREASES AND SURCHARGES.

- a. At any time before the designated Program start date, the Carrier may increase Program Fees and/or impose a surcharge to meet costs arising from any shortage of fuel, increase in the cost of fuel, port services charges or any other cost increase beyond the reasonable control of the Carrier. If You do not exercise Your right to cancel as set forth in Subsection 3(A) of this Contract, You agree to pay any such Program Fee increases and/or surcharges by the established deadline.
- b. The Carrier must give You at least 15 days’ notice of any surcharge and/or Program Fee increase in excess of \$250 per Participant. In such an event, You may cancel this Contract without penalty if You do so in writing to Carrier within 7 days of receipt of the Carrier’s notice of such surcharge and/or Program Fee increase.
- c. Unpaid amounts for such additional charges must be made in United States Dollars prior to completion of the Program. Taxes, port charges and loading expenses, stamps, health fees and any other charges imposed by governmental authorities in a port shall be borne by the Participant and the Carrier shall be entitled to be reimbursed for any such charges paid on behalf of the Participant.

### 3. YOUR OBLIGATIONS IF YOU CANCEL OR ARE DISMISSED; CARRIER’S RIGHT TO SUBSTITUTE SHIPS, CHANGE THE VOYAGE/ PROGRAM DATE(S) OR CANCEL THE VOYAGE/PROGRAM; YOUR RIGHT TO A CREDIT.

The Program Fees shall be fully earned by the Carrier before the scheduled Program start date, and no portion shall be refunded except as otherwise provided in this section.



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### a. **Participant Cancellation Process and Penalties.**

- i. Cancellation requests, or requests to transfer to a future Voyage, must be submitted in writing to ISE.
- ii. For students, the application fee is nonrefundable regardless of when the cancellation request is received.
- iii. If You choose to cancel Your participation in the Program, the following penalties apply:
  - a. Cancellation up to and including **90 days prior to Program start** – no penalty (full Program Fee refund to Participant, less nonrefundable application fee for students)
  - b. If cancelled **89-60 days** prior to Program start – 25% of Program Fee penalty (plus nonrefundable application fee for students)
  - c. If cancelled **59-45 days** prior to Program start – 50% of Program Fee penalty (plus nonrefundable application fee for students)
  - d. If cancelled **44-31 days** prior to Program start – 75% of Program Fee penalty (plus nonrefundable application fee for students)
  - e. If cancelled **30 days prior to Program start**, or cancellation anytime during the Program, – 100% of Program Fee penalty (plus nonrefundable application fee for students)
- iv. 30 days prior to the Program’s start date, and throughout the duration of the Program, no refund of Program Fees will be made to a Participant who voluntarily withdraws from the Program (including being forced to withdraw due to an illness, injury or other unforeseen event) or who is dismissed/expelled from the Program.
- v. Students are automatically enrolled in a “Program Fee Protection Plan” which may directly reimburse a portion of student Program Fees if an enrolled student has to separate from the Program for a qualifying reason. The fee for the



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coverage is not included and is automatically posted to student accounts approximately one month prior to Program start. Students are able to opt-out and decline this coverage if desired in the Participant portal any time after it has been posted and before the Program starts. After the Program has started, it is nonrefundable. Additional details and certificate of insurance are provided on the Semester at Sea website.

- vi. Semester at Sea **Field Programs** are subject to distinct cancellation policies and timelines separate from the Program Fee policies described in subsection 3(a-iii). Details are provided on the Semester at Sea website.
- vii. There is no penalty to transfer to a future Voyage.

b. **Participant Dismissal/ Expulsion.**

The [Voyager's Handbook](#), of which You acknowledge receipt, sets forth various bases for dismissal from and/or Program expulsion. There may be instances, without regard to the investigation and resolution processes set forth in the Voyager's Handbook, for which immediate dismissal and/or Program expulsion without prior notice or warning may be appropriate. The Carrier shall not be responsible for Your expenses, safety or arrangements shoreside or in connection with Your repatriation following Your dismissal from the Program.

c. **Program/Voyage Change, Cancellation, Delay, Early Termination:**

- i. The Carrier is obligated to deliver an international, comparative and experiential-learning Program. The Program is not obligated to take place on a Vessel, a specific type or condition of Vessel, to deliver a Program with a certain number of Voyage days, travel to a certain number of countries, or to grant any or a certain number of academic credits. The Program may at any time be cancelled or changed without notice. The Carrier may also substitute Vessels or method of Program delivery without notice.
- ii. **No Claim against Carrier for any Program Change:** You will have no claim against the Carrier by reason of any Program Change including but not limited to cancellation, substitution of Vessels, delay of departure or delay in arrival, change in port countries, change in number of days at sea or on land or any



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other change to the Voyage itinerary or Program as a whole. You will have no claim against the Carrier for loss, inconvenience, disappointment or any expenses, in addition to included Program Fees, incurred whatsoever.

- iii. **Program Cancellation:** If the Carrier cancels the Program/Voyage before the start date, the Participant is eligible for a full refund of all paid Program Fees.
- iv. **Nonrefundable Tuition:** After the Program begins, there shall be no right to a Tuition refund or credit of any amount in the event of a Program Change, Delayed Start or early Termination of Voyage, or change to any other aspect of the Academic Component of the Program which could be caused by but not limited to breakdown or failure of the Vessel and/or equipment on board the Vessel, the unavailability of faculty due to illness, injury or separation from employment, or pandemic/epidemics, weather, security or other health factors.
- v. **Credit Vouchers for Termination of Voyage and/or Delayed Start:** In the event of a Delayed Start or early Termination of Voyage, Participants may be eligible for a prorated credit voucher for a portion of the unused Program Fees related to Room and Board only.
  1. To determine the credit voucher amount, ISE calculates a per-day Room and Board rate unique to each Participant by dividing the amount of Room and Board fees paid by the original number of days. This daily rate is then multiplied by the number of full days missed due to early termination or Delayed Start.
  2. As per subsection 3(c-iv), a prorated credit voucher will not include Tuition nor any items that are not included in the standard Program Fees. (Field Programs and the Fuel Fee/ Surcharge have distinct refund policies.)
  3. Any prorated Room and Board credit vouchers will be eligible for use on a future Voyage or similarly offered





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Program by the Carrier.

4. Credit vouchers may *only* be utilized on future Voyage(s) or similarly offered Programs by the Carrier.
5. Credit vouchers must be used before the expiration date communicated to the Participant at the time of issuance.

#### 4. YOUR RESPONSIBILITY TO INFORM CARRIER OF MEDICAL CONDITION; CARRIER'S RIGHT TO SCREEN AND EVALUATE FOR FITNESS.

a. **Fit for Program participation.**

You warrant that You are physically and mentally fit to participate in the Program. You must, by the deadline set by the Carrier, submit the Medical History Form, which will inform the Carrier and medical personnel of any existing physical or mental illness or disability, pregnancy, or orthopedic appliances or any other condition for which You, or any other person in Your care, may require medical attention during the course of the Program. A verification by Your personal physician setting forth the nature of Your medical condition, the kind of medication and the scheduled dosage must be attached to such form. If any condition arises after You have submitted Your Medical History Form, You must report the condition to the Carrier in writing before the Program begins, or, if the Program has already begun, as soon as possible to health and medical staff on the Vessel. In addition, all Your medication must be properly labeled.

The Carrier shall not, in any event, have any liability arising from or related to a Participant's individual health status or treatment for a Participant's condition. Please note that the Carrier is unable to accommodate pregnancy past 24 weeks.

b. **Carrier's right to have Participant undergo a medical or psychological examination at Participant's expense.**

If any question arises as to Your ability (mental or physical fitness) to undertake or continue the Program and/or the Voyage, the Carrier may require that You undergo a medical and/or psychological examination at Your expense by a physician or mental health professional designated by the Carrier.



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c. **Carrier's right to refuse passage or to disembark Participants for medical or other reasons.**

The Carrier reserves the right to refuse participation, or dismiss from the Program, any Participant who fails to disclose in the Medical History Form information about any physical or mental disability, illness, handicap or pregnancy which may require special care, attention or medical treatment during the Voyage.

Regardless of whether notice, written or otherwise, is given to the Carrier, the Carrier also reserves the right, in its sole discretion, to refuse participation, or to dismiss from the Program, any person who in the sole opinion of the Carrier, upon consultation health and medical staff on the Vessel, is physically or mentally or by virtue of such person's deportment (actual or apparent) unfit to undertake the Program and/or the Voyage.

d. **The Carrier has no obligation to examine any Participant before boarding the Ship.**

Notwithstanding the provisions of Paragraphs 4(a), (b) and (c) of this Contract, the health and medical staff on the Vessel, if any, shall not have any obligation whatsoever to examine any Participant for any purpose prior to boarding.

### 5. CARRIER'S RIGHT TO ENFORCE RULES AND REGULATIONS.

Participants must abide by, and the Carrier and/or its representatives shall have the right to enforce, all rules and regulations issued by the Carrier as set forth in the [Voyager's Handbook](#) and/or rules and regulations communicated on the Vessel by the Captain.

### 6. YOUR RESPONSIBILITY TO COMPLY WITH LOCAL LAW AND PROGRAM RULES AND REGULATIONS.

It is Your sole obligation to:

- a. Comply with the requirements of all immigration, port or health authorities, treaties, customs, police, public health and all other laws and regulations of each country or state from or to which You will travel before boarding, while on board, and after leaving the Vessel; so as to immediately land at any port and be accepted finally and without delay by the state(s), country(ies) in question. The Carrier shall not be



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liable in any way to insure Your compliance with any of these or other requirements or for the consequences of Your failure to comply. You must repay the Carrier for any damages, expenses or fines the Carrier may incur as a result of any lack of Your compliance; and

- b. Comply with all rules and regulations and expectations in the Standards of Conduct outlined in the Semester at Sea's [Voyager's Handbook](#). If there are any inconsistencies in the terms and conditions of this Contract and the Standards of Conduct, this Contract supersedes those of the Voyager's Handbook.

### 7. CARRIER'S RIGHT TO ALLOCATE CABIN ACCOMMODATIONS.

It is at the discretion of the Carrier to assign accommodations on board the Vessel. The Participant is not entitled to the use of an entire cabin unless all berths therein are paid for by the Participant. Unoccupied berths may be filled by the Carrier at intermediate ports unless the Program Fees for the entire cabin has been paid. If, in the opinion of the Captain, the Carrier or its agents, the arrangement of assigned cabins has to be altered, the Carrier shall have the right to allocate other accommodations to the Participant. The Program Fees and the standard of accommodations will, if possible, be substantially the same. If during the course of the Voyage, subject always to the Carrier's approval, You change Your accommodations, You must pay the difference in Program Fees if those accommodations are at a higher rate.

### 8. UNAUTHORIZED STOPOVER IS PROHIBITED.

- a. Participants must travel with the Vessel between ports of call. It is prohibited to travel overland or by air between ports, unless approved in advance by the Carrier, which would be at the sole risk and expense of the Participant for which the Carrier shall not be liable or responsible in any way.
- b. Participants must board the Vessel at least two hours before sailing (referred to as "on-Ship time"). Failure to return to the Vessel by the designated "on-Ship time" and/or failure to return one's passport to Vessel reception by "on-Ship time" is a violation of the Program's Standards of Conduct as described in the Voyager's Handbook. If You



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miss the Vessel's departure, the Carrier will determine if You will be permitted to rejoin the Voyage in a subsequent port of call, which would be at Your sole risk and expense for which the Carrier shall not be liable or responsible in any way.

### 9. FORCE MAJURE INTERRUPTION OF VOYAGE AND/OR PROGRAM.

- a. If, the Program and/or Voyage is prevented from proceeding in the ordinary course by: act of god, perils of the sea, harbors, rivers, or other navigable waters, act of any government or ruling authority, epidemic or pandemic, collision, stranding, fire, faults or errors in navigation or management of this, or any other ship, seizure of the Vessel under legal process, any abrupt or unexpected increase in the cost of fuel or shortage of fuel, war, hostilities, riots, strikes or labor stoppages, and/or other cause or circumstance beyond the Carrier's responsibility and control, the Carrier shall have the right to terminate or modify the Voyage and/or Program. In this event, Room and Board credit vouchers will be issued in accordance with Subsection 3(c) of this Contract.
- b. Upon fulfillment of provisions described in Subsection 3(C), the Participant shall have no other claim against the Carrier.
- c. There shall be no claim on the Carrier for a refund/credit of the Tuition portion of the Program Fees in accordance with Subsection 3(C) of this Contract.
- d. The Carrier may confine to cabin, change the accommodations or disembark at any port, a Participant who may be suffering from contagious or infectious disease, or whose presence, in the opinion of the Captain, the Carrier or any other person in charge of the Academic Component of the Program, may be detrimental to the comfort or safety of such Participant or of other Participants or the crew, or who might be excluded from landing at destination by governmental authorities. In case of quarantine of the Vessel involving detention of Participants, each Participant must bear all costs and expenses thereby caused to them and will be charged for food and accommodation during the period of detention, payable day by day, if maintained on board the Vessel, and for all other quarantine fees and expenses imposed or incurred on their account.



### 10. CARRIER'S RIGHT TO DEVIATE FROM ROUTE.

The Captain shall have the liberty to deviate from the advertised route and to call or omit to call at any port or place for any reason or purpose which in their judgment is reasonable under the circumstances then existing and to comply with all orders given by governmental authorities, the Vessel's underwriters or the Carrier. The Participant shall have no claim whatsoever against the Carrier in such circumstances. In all situations, the Vessel shall have the liberty to proceed without pilots, to tow and assist Vessels and to offer or render assistance to preserve life or property.

### 11. NON-LIABILITY FOR MEDICAL TREATMENT.

- a. Doctors and/or nurses on board the Vessel may, for Your convenience in an emergency or at Your request, give medical assistance to You. The Participant recognizes and acknowledges that any such doctor and/or other medical staff on board the Vessel are independent contractors, and not employees of the Carrier and/or the Institute for Shipboard Education. The Carrier is not obligated to treat or care for You medically. The Carrier shall not be liable for any aspect of medical treatment provided to You, including, but not limited to the consequences of any examination, advice, diagnosis, medication, treatment Program, prognosis or other professional services which such doctors or nurses may furnish You.
- b. You hereby consent to treatment by the Vessel's doctor or nurses, or by a physician designated by the Carrier, if, subsequent to the Program's start, You are unable to request or authorize such treatment and in the opinion of the Vessel's doctor You need medical attention.
- c. You may be charged for medical services, medications and supplies used for Your medical treatment.
- d. It may be necessary for You to obtain shoreside medical services during or after the Voyage in countries in which a different standard of medical care exists than that to which You may be accustomed. The Carrier makes no warranty as to the quality of any such medical service. All such medical services are at Your expense.



### 12. BAGGAGE AND PERSONAL EFFECTS; US \$500 LIMIT ON CARRIER'S LIABILITY.

a. **Baggage Requirements.**

Each Participant is allowed 2 checked bags, 1 carry-on luggage (such as a small duffel bag), 1 personal item (such as a backpack) containing wearing apparel and personal effects not exceeding 70 lbs. in weight each. Each piece of baggage shall be marked with full name and contact information (phone number, email and/or address), together with the name of the Vessel, and shall be checked with the Carrier. The Carrier shall not be liable for loss, damage or delay resulting from the Participant's failure to so mark or check each piece of baggage.

b. **Participant's Responsibility for their Valuables.**

All Participants must personally carry baggage containing breakable items and valuables, including, but not limited to, jewelry, watches, money, precious stones and metals, securities, checks, other financial instruments, passports and/or tickets, at all times during transit, including, but not limited to, on and off the Vessel. Participant should not give such baggage containing breakable items or valuables to anyone at any time, including, but not limited to, porters, Vessel personnel or anyone else who is not known personally to the Participant, regardless of any assurances given to Participant that it is safe to do so, at any time, including, but not limited to, during transit to and from the airport, arrival at the Vessel, boarding and checking into Participant's cabin, or at any other time while traveling. Such baggage is the full and sole personal responsibility of the Participant at all times. Such baggage may not be included with checked baggage. Participants are personally responsible for their baggage throughout the travel process and should personally ensure that their valuables are carried to their cabins and stored appropriately in the cabin safe. Carrier is not responsible for loss of or damage to any such items.

c. **Prohibited Items.**

Weapons, ammunition, explosives, substances that are hazardous, disabling, or illegal, or any other article that in the opinion of the Captain shall be deemed dangerous, are strictly prohibited aboard the Vessel. All Participants must abide by the list of prohibited items found



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in the [Voyager's Handbook](#). Any such items shall be surrendered at embarkation, and may be disposed of at the sole discretion of the Captain.

**No contraband or illegal substances.** It is forbidden to carry on Your person or place in Your baggage, firearms, controlled or prohibited substances, or inflammable or hazardous items, or any other contraband prohibited by any country or state to be visited before, during, or after the Voyage. You hereby consent to a reasonable search being made of Your person, cabin, baggage or other property, and to the removal, confiscation or destruction of any object or substance which may, in the opinion of the Carrier, impair the safety of the Vessel or the health of those on board, be illegal or be harmful or inconvenient to the crew or other Participants.

d. **Bill of lading required for goods.**

The Carrier does not undertake to carry as baggage any merchandise, samples, furniture, household goods, tools of trade, property of other than the Participant, pictures, perishable goods, glassware, bric-a-brac, money, documents, jewelry, precious stones, securities, financial instruments and/or tickets, valuables and any other similar articles. Such goods must be shipped as commercial cargo under Bills of Lading. If any such goods are contained in baggage, the Carrier shall have no liability with respect thereto, either as bailee or Carrier or in any other capacity, either for negligence or otherwise.

e. **The Carrier's liability as to baggage or personal property is limited to \$500 per Participant.**

The total value of the luggage, valuables and other personal belongings of a Participant aboard the Vessel shall be deemed not to exceed U.S. \$500 per Participant, and the liability of the Carrier, if any, for loss of or damage to such belongings is limited to a maximum of U.S. \$500 per Participant. All settlements will be made on the basis of actual cash value (replacement cost, less depreciation) to the extent of the U.S. \$500 limit of liability of Carrier. Claims for damaged items will be settled on the basis of reasonable cost of repair. No amount shall be paid in settlement of any claim without proof of the actual cash value, or repair cost, as appropriate, arising from the loss or damage. Such proof must be sent to the Carrier. The Carrier's liability must also be



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proven before any settlement will be paid. The Carrier encourages You to have Your own personal property insurance.

f. **Unclaimed baggage.**

Baggage remaining unclaimed on arrival of the Vessel at destination or left on board the Vessel after disembarkation, will be either 1) delivered to Customs and stored as designated by the Customs authorities at Your sole risk and expense; 2) delivered to the port agent and stored as designated by the port agent at Your sole risk and expense; or 3) delivered to a freight forwarder and shipped to You at Your sole risk and expense. For security reasons, unclaimed baggage or baggage not marked as required by Subparagraph 12(a) may be opened, inspected and removed from the Vessel.

g. **No General Average contribution.**

Participants shall neither pay nor receive any General Average contribution with respect to any property.

### 13. EXEMPTIONS AND LIMITATIONS ON CARRIER'S LIABILITY; NO LIABILITY TO EXCEED \$10,000 US Dollars.

- a. The Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment to person or property of whatsoever kind (including reasonable attorney's fees and expenses) suffered by the Participant and caused by an act of god, war or warlike operations, civil commotions, labor trouble, governmental interference, perils of the sea, fire, theft, pandemic, epidemic, any crime by any person, errors in the navigation or management of the Vessel or other craft, or any defect in or unseaworthiness of hull, machinery, appurtenances equipment, furnishings or supplies of the Vessel or other craft, or fault or neglect of the pilot, tugs, Captain, members of the crew, agents and employees, or the physician and other independent contractors or other persons on board the Vessel or other craft or any other cause beyond the reasonable control of the Carrier.
- b. The Carrier shall in no event be liable to the Participant with respect to any occurrence taking place on any other Vessels or launches.
- c. The Participant recognizes and acknowledges that any servant or agent of the Carrier shall have the benefit of all terms and conditions of this Contract, as if such terms and conditions were expressly for their





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benefit. In entering into this Contract, the Carrier, to the extent of such terms and conditions, does so on its own behalf and also as agent and trustee for all such servants and agents.

d. **No warranty and no consequential damages by Carrier.**

No undertaking or warranty is given by the Carrier or shall be implied as to the merchantability, the fitness for use or condition of the Vessel, its launches, appurtenances, appliances and fixtures, items or material, or with respect to the accommodations, service, food, or academic facilities aboard the Vessel. The Carrier shall not be liable for any indirect, special or consequential damages.

e. **No damages for psychological injury of any kind.**

The Carrier hereby disclaims all liability to Participants for infliction of emotional distress, mental anguish or psychological injury of any kind under any circumstances, when such damages were not the result of physical injury to the Participant caused by the negligence of the Carrier, not the result of the Participant having been at actual risk of physical injury where such risk was caused by the negligence of the Carrier, or not intentionally inflicted by the Carrier.

f. **You assume all risks when using the Ship's academic, athletic or recreational facilities.**

A Participant using the academic, including athletic or the recreational equipment, facilities and supplies on board the Vessel, assumes the risk of injury, death, illness or other loss on account of such use and the Carrier shall not be liable or responsible.

g. **Carrier's liability in no event shall exceed \$10,000.**

Except as provided in Section 12 of this Contract, the Carrier's liability, if any, for any loss or damage, including death and personal injury, shall in no event as to any Participant exceed \$10,000 for any one occurrence, except where 46 U.S. Code, sections 30501 to 30512 applies or this limitation may otherwise be contrary to other law.

h. **Carrier's Liability Limitation Under Statutes and Athens Convention for Voyages Not Beginning, Ending or Calling at U.S. Ports.**

For all Voyages that do not begin, end or call on a port of the United States of America, and begin or end in a European Union member



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State, the Carrier's liability is limited to no more than 400,000 Special Drawing Rights ("SDR") per passenger, (approximately U.S. \$584,000 as of February 2020 which fluctuates depending on the daily exchange rate as published by the International Monetary Fund at

[http://www.imf.org/external/np/fin/data/rms\\_sdrv.aspx](http://www.imf.org/external/np/fin/data/rms_sdrv.aspx) if the

passenger proves that the incident was a result of the Carrier's fault or neglect. If the loss or damage was caused by a shipping incident, which is defined as a shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the Ship (as defined by EU Regulation 392/2009), the Carrier's liability is limited to no more than 250,000 SDRs per passenger (approximately U.S. \$345,000, which fluctuates depending on the daily exchange rate as published by the International Monetary Fund at

[https://www.imf.org/external/np/fin/data/rms\\_sdrv.aspx](https://www.imf.org/external/np/fin/data/rms_sdrv.aspx).

Compensation for loss caused by a shipping incident can increase to a maximum of Carrier's fault or neglect. For all Voyages that begin, end or call on a port of the United States of America and to which the damages limitations of the Athens Convention are held not to apply, the liability of Carrier for the death of or injury to a Participant shall be subject to all exemptions from and limitations of liability provided in or authorized by the laws of the United States. In addition to all of the restrictions and exemptions from liability provided in this Contract, Carrier shall have the benefit of all Statutes of the United States of America providing for limitation and exoneration from liability and the procedures provided thereby, including but not limited to The Limitation of Liability Act, 46 U.S. Code, sections 30501 to 30512; nothing in this Contract is intended to nor shall operate to limit or deprive Carrier of any such statutory limitation of or exoneration from liability, or of the benefits of any statute or law of any country which might be applicable providing for exoneration from or limitation of liability. You agree these exemptions and limitations apply notwithstanding any other limitation by law or that the Carrier may be a foreign corporation or non-resident of the United States of America.

i. **Defenses saved to the Carrier.**

This Contract and all other rights and duties of Participants and of Carrier, except as otherwise set forth in Sub-paragraph 13(h), with specific reference to the Athens Convention, will be construed in accordance with the general maritime law of the United States and, in



the event that the general maritime law of the United States is silent on the disputed issue, the law of the State of Colorado, without reference to any conflict of laws rules which may result in the application of the laws of another jurisdiction. In addition to the limitations of liability expressly provided in this Contract, Carrier shall be entitled to the maximum protection allowed by law, including any statutory protection as to the amount of damages recoverable. In no event, however, will Carrier be liable for any damage, loss, injury or death not caused by the negligence of Carrier. Should the limitations of liability and the requirements for notice of claims and filing of suits set forth in this Contract, or as contained in the laws of the United States, be held not to apply with respect to claims for loss of or damage to baggage and other personal property or personal injury or death, then the limitations of liability and the requirements for notice of claims and filing of suits as contained in the Athens Convention shall apply.

#### 14. TIME LIMITATION; NOTICE OF CLAIMS/ SUITS.

a. **Bodily injury or death.**

Any incident or accident resulting in injury or death must be reported immediately by You or Your representative to a Vessel's Officer. The Carrier, the Captain, officers, crew and agents of the Vessel shall not be under any liability with respect to any claim whatsoever for bodily injury to or death of any Participant and no lawsuit shall be maintainable against them for bodily injury or death unless written notice giving full particulars of the claim is delivered to the Carrier within 6 months of the incidence/accident and a lawsuit on such claim is filed within 1 year from the date of the bodily injury or death and valid service of the lawsuit is effected within 120 days of filing the suit, except that the time for delivery of the written claim and for bringing and serving a lawsuit on behalf of a Minor or incompetent shall run from the date of the appointment of a legal representative for the incompetent, Minor or decedent's estate, provided the appointment is made within 2 years of the date of bodily injury or death.

b. **Other Claims.**

The Carrier, the Captain, officers, crew and agents of the Vessel shall not be liable for any damage, delay, or other loss of any nature or cause whatsoever, other than for death or bodily injury, and no lawsuit shall



be maintainable against them for such other claims unless written notice giving full particulars of the claim shall have been delivered to the Carrier within 30 days of the incident/accident and the lawsuit on such claim shall have been filed within 6 months from the date the Voyage terminated and valid service of the lawsuit is made to Carrier within 120 days of filing the suit.

### 15. FORUM/CLAIMS SUBJECT TO BINDING ARBITRATION/TIME LIMITS FOR CLAIMS/ WAIVER OF CLASS ACTION.

- a. Arbitration and forum for small claims, and all other claims: any and all disputes, claims, or controversies whatsoever, other than for personal injury, illness or death of a Participant, 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 Participant's Voyage, no matter how described, pleaded or styled, between the Participant and the Carrier, with the sole exception of claims brought and litigated in small claims court in Fort Collins, Colorado, 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 Larimer County, Colorado, U.S.A., to the exclusion of any other forum. Participant hereby consent to jurisdiction and waives any venue or other objection that may be available to any such arbitration proceeding in Larimer County, Colorado. The Arbitration shall be administered by JAMS under its Comprehensive Dispute Resolution Rules and Procedures and the Fee Schedule in effect at the time of filing the dispute with JAMS which are deemed to be incorporated herein by reference. Information with respect to JAMS can be reviewed on the JAMS website ([www.jamsadr.com](http://www.jamsadr.com)).

Neither party will have the right to a jury trial or to engage in pre-arbitration discovery except as provided in the applicable arbitration rules and herein, or otherwise to litigate the claim in any court (other than small claims court in Larimer County, Colorado). The arbitrator's decision will be final and binding. Other rights that Participant 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. The Carrier and Participant further agree to permit the taking of a deposition under oath of the Participant asserting the claim, or for whose benefit the claim is asserted, in any such arbitration. 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 clause (c) below governing forum and jurisdiction shall exclusively apply to any lawsuit involving claims described in this clause. In any event, no claim described in this clause may be brought against the Carrier unless written notice giving full particulars of the claim is delivered to the Carrier within 30 days of Termination of Voyage and arbitration on such claim is commenced within 6 months from the date the claim arose, notwithstanding any provision of law of any state or country to the contrary.

**b. Forum for lawsuits.**

Except as otherwise provided for claims subject to arbitration, Participant and the Carrier agree irrevocably that any dispute whatsoever arising out of or in connection with this Contract or Participant's Voyage, including any claim for personal injury, illness or death, shall be litigated, if at all, before the United States District Court for Colorado in Denver, Colorado, or as to those Lawsuits over which the federal courts of the United States lack subject matter jurisdiction, before a court located in Larimer County, Colorado, to the exclusion of the courts of any other county, state or country. The Participant hereby consent to jurisdiction and waives any objection to venue or other objection that may be available to any such action or proceeding being brought in such courts.

**c. Class action waiver.**

This Contract provides for the exclusive resolution of disputes through individual legal action or arbitration on Participant's own behalf instead of through any class action. Even if the applicable law provides otherwise, Participant agrees that any lawsuit or arbitration against the Carrier whatsoever shall be litigated by Participant individually and not as a member of any class or as a part of a class action, and Participant expressly agrees to waive any law entitling Participant to participate in



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a class action. If Participant's claim is subject to arbitration, the arbitrator shall have no authority to arbitrate claims on a class action basis. Participant agrees that this class action waiver shall not be severable under any circumstances from the arbitration clause set forth above, 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 individually and not as a member of any class or as a part of a class or representative action.

### 16. YOUR RESPONSIBILITY TO INDEMNIFY CARRIER UNDER CERTAIN CIRCUMSTANCES.

The Participant shall indemnify the Carrier for all penalties, fines, charges, losses or expenses incurred or imposed upon the Carrier or the Vessel on account of the acts or omissions of the Participant, or any other person in the Participant's care, or invited aboard the Vessel by the Participant, including but not limited to, a breach of this Contract. The Carrier shall have a lien on (claim against and right to sell) the baggage, money (including all Program Fees) and any other property accompanying the Participant to satisfy any claims it may have against the Participant. The Carrier may enforce this lien by public or private sale in any manner and without notice except where required by applicable law.

### 17. NON-LIABILITY FOR INDEPENDENT CONTRACTORS.

If the Participant undertakes any shoreside activities, they do so entirely at their own risk. The Participant recognizes and acknowledges that the Carrier is not the agent of any owner and/or operator of such shoreside activities, all of whom are independent contractors. All Participants undertaking any such shoreside activities shall be deemed to agree and consent that the Carrier shall not be liable or responsible in any way for any death, injury, illness, damage, delay or other loss or detriment to person or property of whatsoever kind (including reasonable attorneys' fees and expenses), arising from or in connection with such shoreside activities. Should the provisions of the preceding sentence be found inapplicable, then the Participant agrees that the remaining terms of this Contract shall govern the rights and liabilities of the Carrier and the Participant with respect to such shoreside activities.

### 18. APPLICABILITY OF CONTRACT AND OTHER LAWS TO THIS CONTRACT.

Nothing contained in this Contract shall limit or deprive the Carrier of the benefit



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of applicable statutes or laws of the United States of America or any other country providing for exoneration from or limitation of liability. This Contract is a Contract only with the Carrier, and no other person or entity shall be responsible for the Carrier's performance and obligations hereunder. However, any other person or entity associated with the Carrier or the Vessel as an agent, servant or employee who may be held responsible to the Participant shall be entitled to all of the benefits, limitations and exemptions of this Contract and under treaties or otherwise as if they were parties hereto. Every term and provision of this Contract shall remain in full force and effect during all periods when the Carrier is under any responsibility to the Participant or their property for any reason whatsoever, and can only be modified by a writing signed by the Carrier. This Contract cannot be sold, assigned, transferred to or used by another person without prior written consent of the Carrier. The captions of this Contract are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. If any term or provision of this Contract shall be invalid or unenforceable, the remainder of the Contract terms and provisions shall remain in full force and effect.

### 19. USE OF PARTICIPANT IMAGES.

The Carrier has the exclusive right to include photographs, video and other visual portrayals of Participant in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to Participant, and all rights, title and interest therein (including all worldwide copyrights therein) shall be the Carrier's sole property, free from any claims by Participant or any person deriving rights or interest from Participant.

### 20. WHERE TO FIND MORE INFORMATION AS TO SHIPPING LAWS WHICH MAY AFFECT YOUR RIGHTS.

If You want to see the text of the U.S. Code sections or the Athens Convention mentioned in this Contract, the Carrier can get them for You upon request.

### 21. PLEASE WRITE TO CARRIER IF YOU HAVE ANY QUESTIONS.

If any part of this Contract is not clear, please contact the Carrier by phone or email requesting explanation.