

## **Booking Terms & Conditions** (AMA programs)

### **Reservation**

To make a reservation on any of our programs, you must call a registered travel agent or our office. We will provide you or your travel agent a booking form which you must return to us fully completed with your necessary personal information and travel wishes. All information is kept completely confidential pursuant to our Privacy Policy.

After receipt of the booking form and the deposit (see Deposit below), you will receive from us a confirmation and itinerary of all booked travel services. Please check to ensure that the confirmation details provided from us are complete and in accordance with your wishes.

The written confirmation from us is the only binding contract for the provision of services listed therein, subject to the additional terms & conditions contained below. Your tour booking is not final and binding prior to issuance of this tour confirmation and following receipt of the deposit as indicated below.

Your acceptance of our booking confirmation constitutes your acceptance of the travel price for the services detailed therein. Prices advertised may be subject to fluctuation, special offers, discounts or other changes subsequent to your reservation. Any such changes cannot be applied retroactively to your reservation and you agree to accept the tour price indicated on the booking confirmation.

For purposes of these terms and conditions, any reference to the "Carrier" shall mean AmaWaterways GmbH, an entity organized under the laws of Switzerland, which owns, operates and/or charters the ship.

### **DEPOSITS & FINAL PAYMENT**

The following deposit terms are specific to tour programs including AMAWATERWAYS ship itineraries:

#### **Cruise Only and Cruise&Land Programs:**

CAD\$500 per guest is payable within 72 hours of booking to confirm your reservation. In the unusual circumstance that we cannot confirm your booking after this deposit has been paid, it will be refunded to you in full.

#### **For all programs:**

Final payment is due no later than 92 days prior to departure. Cheques\*, Money Order, Visa, MasterCard, and American Express are accepted as forms of payment.

\*Non-certified personal and/or agency cheques are due in our office 110 days prior to departure to allow for clearing time.

Please note, it is not incumbent upon GLP to remind you of the full payment due date. If you miss the due date, you risk losing your reservation and forfeiting your deposit.

**Revision / Change Fee:**

The Carrier does not allow changes to names, dates of travel or any other aspect of your booking. Hence, any such change constitutes a cancellation and the applicable charges as noted below, will apply.

For reservations including air, any changes including spelling corrections to the passenger names after air tickets have been issued will be subject to the airline's revision fees.

**Cancellations and Refunds:**

To confirm a river cruise or river cruise and land reservation, we require a deposit of \$500 per person for Europe, Colombia and Asia, \$1,500 per person for Egypt and \$3,000 per person for Africa itineraries on or before the deposit due date indicated on the confirmation.

Any itineraries that include intra-air flights require a non-refundable deposit (also applies to combination cruises) and will be advised at time of booking.

Bangkok land package requires a nonrefundable deposit of \$250 per person.

The Rwanda extension requires an additional non-refundable deposit of \$1,875 per person for the Mountain Gorilla permit and \$125 per person for the Golden Monkey permit.

Hotel Extra Nights require a non-refundable deposit of \$50 per stateroom at the time of request of the hotel availability.

The Concierge Golf Program requires an additional non-refundable deposit of \$900 per person.

Other custom arrangements may also require non-refundable deposits and will be advised at the time of booking.

Final payment is required no later than 92 days before the start date of travel.

Failure to provide full payment by this deadline may result in the cancellation of all booked services. For group reservations, payments may be reallocated among group bookings to ensure the balance and reflect payment in full. Should that occur, all penalties would be assessed for the components booked as per the AmaWaterways cancellation timeline listed below, regardless of any reinstatement requests of services received after the cancellation is processed. Please note, any prior confirmations of land packages or airline schedules would no longer be valid in the event a reinstatement is requested and all availability for cruise, land and air would be subject to change based on availability at time of re-booking and is subject to current market pricing at such time.

Cruise Protection Plan would be non-refundable in the event of cancellation and would need to be repurchased entirely on the reinstated reservation.

For land and cruise arrangements, the cancellation charges are as follows:

DAYS BEFORE DEPARTURE	CRUISE & LAND CANCELLATION CHARGE	AIRFARE CANCELLATION CHARGE (ECONOMY CONTRACT FARES)	AIRFARE CANCELLATION CHARGE (BUSINESS/FIRST CLASS CONTRACT FARES)	OTHER CHARGES (EXCEPT INSURANCE)
More than 121 days prior to departure	C\$250 (Europe, Colombia & Asia)	C\$450 penalty*	C\$750 penalty*	-
	C\$3,000 (Seven River Journey Through Europe)			
	C\$750 (Egypt)			
	C\$1,500 (Africa)			
120-90 days prior to departure	C\$500 (Europe, Colombia & Asia)	C\$450 penalty*	C\$750 penalty*	-
	C\$6,000 (Seven River Journey Through Europe)			
	C\$1,500 (Egypt)			
	C\$3,000 (Africa)			
89-60 days prior to departure	35% of cruise and land price	C\$450 penalty*	C\$750 penalty*	35% of all charges
59-32 days prior to departure	50% of cruise and land price	C\$450 penalty*	C\$750 penalty*	50% of all charges
31 days to 25 hours prior to departure	100% of cruise and land price	C\$450 penalty*	C\$750 penalty*	100% of all charges
Inside of 24 hours	100% of cruise and land price	100% penalty	100% penalty	100% of all charges

In the event of a cancellation by one guest in a double occupancy room, the other guest shall be responsible for the payment of the single supplement applicable at the time of booking.

For air arrangements, the cancellation penalty is determined by the airline depending upon the booking class. In some cases the air tickets may be completely non-refundable as of the date of booking and ticket issuance, which may be well in advance of the travel date.

No refunds will be made for unused services once travel arrangements have commenced. If after returning from the cruise you wish to inquire about any cruise services provided, please ensure that all correspondence relating to those services is received by GLP Worldwide within 30 days after the cruise completion.

The Carrier reserves the right to cancel, change or postpone any cruise departure date and itinerary. In the event of a complete cancellation of a departure by Carrier, we will refund monies paid for the cruise or cruise & land package to those guests who have not previously cancelled.

#### Prices:

All fares are per person in Canadian Dollars and are based on rates and foreign exchange rates as of the date of the tour confirmation document. In the event of an increase in any of the cost factors, including airfares, taxes or other surcharges, GLP Worldwide reserves the right to increase the price in accordance

with the provisions of the Travel Industry Council of Ontario (TICO). The following exceptions apply: (i) there will be no price increase when final payment has been received by GLP Worldwide, and (ii) if the total price of travel services is increased and the cumulative increase, except any increase resulting from an increase in applicable retail sales tax or federal goods and services tax, is more than 7 per cent, the contract can be cancelled and a full refund obtained.

Prices do not include land arrangements or services other than those specifically stated in the tour confirmation. They also do not include items of a personal nature such as laundry costs, beverages, food not on the regular table d'hote menu; optional excursions; passports, visas; vaccinations; gratuities on cruise ships; International Air Transportation Tax; Agricultural Tax; Security Fee; airport taxes. Port charges and/or taxes may be listed separate from the base cruise fare. Verbal quotations will NOT be honoured.

**ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

Air taxes quoted at the time of booking are estimates only based on current information. Air taxes, fuel and insurance surcharges and other relevant fees will be indicated on the final invoice and will reflect the actual amount incurred at the time of ticket issuance.

### **Itinerary Changes**

While every effort is made to adhere to the specifics mentioned on this site, changes may be required at times. Therefore, all prices, itineraries, and other pertinent information are those in effect at the time of posting, and are subject to change without notice.

### **Passports and Visas**

A valid passport is required of all travellers. It must be valid six months after return to Canada. For trips requiring visas for Canadian citizens, detailed visa information will be emailed. Travellers are responsible for obtaining all of their own visas and entry documents. Non-Canadian citizens must consult with the appropriate embassy or consulates about visas or other entry requirements. We accept no liability if a passenger is refused entry to a country due to missing documentation.

Please be advised that entry to another country may be refused even if the required information and travel documents are complete, and that the living standards and practices at the destination and the standards and conditions there with respect to the provision of utilities, services and accommodation may differ from those found in Canada.

### **Travel Documents**

Travel documents, including air tickets, are sent regular ground delivery 3-4 weeks prior to departure, providing full payment has been received.

### **Disabled Guests**

Any disability requiring special attention must be reported to GLP Worldwide at the time of booking. GLP Worldwide will make reasonable efforts to accommodate the special needs of disabled cruise participants,

but is not responsible for any denial of services by carriers, hotels, restaurants, or other independent suppliers. Not all cruise ships have elevators – please confirm at the time of booking if the desired ship is appropriately equipped. Tour buses are not equipped with wheelchair ramps and regular cabin doors are not wide enough to allow access by standard wheelchairs. Wheelchairs and walkers cannot be carried on tour buses, due to space limitations. Wheelchair guests should be aware of these limitations. For safety reasons, guests in wheelchairs cannot be carried on ramps in ports where the ship is at anchor. We regret that we cannot provide individual assistance to a tour member for walking, getting on/off tour buses and other transportation vehicles, or other personal needs. A qualified travel companion must accompany travellers who require special assistance.

### **Gratuities**

Gratuities are not included in the price of your trip and are customary, subject to your satisfaction with the services received. Tips to the local guides during sightseeing and shore excursions are also not included and are customary. The guideline for gratuities provided by the cruise operator is:

EUR 3 per person per day for the Cruise Director

EUR 12 per person per day for the crew (to be divided based on their own formula)

### **Accommodations**

Any hotels listed in our brochure or on our website will be used subject to availability on most departures. If a change becomes necessary for any reason, hotels substituted will be the equivalent or better than those shown. Please note that it is standard policy that hotel rooms are not available for check-in before 3:00p.m.

### **Smoking Policy**

For the comfort of all cruise participants, smoking is only permitted on the sundecks and outside walkways of the river cruise ships. Smoking is not permitted in any interior portion of the ship or on motor coaches.

### **Cruise Itineraries**

Deviations to the planned cruise itineraries are possible, although every effort will be made to keep them as they are shown. All cruise routes are subject to change without notice. Should conditions render cruise routes unsafe for navigation, alternative service may apply, including but not limited to, accommodation on the docked ship and/or substitute ground arrangements.

### **Luggage**

Please check with your airline regarding airline baggage allowances as they vary considerably. No responsibility is accepted for loss, damage or delay to passenger's luggage. Travel insurance including protection for lost or delayed luggage is strongly recommended.

### **Insurance**

Purchase of trip cancellation and/or health insurance available through GLP Worldwide or your travel professional is strongly recommended.

### **Child Policy**

All guests under the age of 18 must be in a cabin with an adult, and must remain supervised at all times, and their safety is the responsibility of the accompanying adult(s). Children between the ages of 4 – 10 at the time of embarkation may share a cabin with 2 adults provided the child is able to share the bed with the adults – no additional bed will be provided. Please be aware that balcony cabins of any kind may be unsafe for small children if left unsupervised. Children 4-7 years old are not recommended on any program. AmaWaterways does not provide child-specific programs or child-minding facilities.

### **Responsibility**

1394207 Ontario Inc. o/a GLP Worldwide (hereinafter referred to as the "Operator") is responsible to you in making arrangements for the services offered in this brochure. The Carrier, airlines, cruise lines, hotels and other suppliers providing services are independent contractors and are not principals, agents, employees or partners of the Operator or its affiliates. The cruise participant agrees that neither the Operator nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss) or expense occasioned by any act or omission of any supplier providing services, or any insurer or insurance administrator under any travel insurance provided by the Operator, or of any other person. If the services included in the cruise cannot be supplied or there are changes in an itinerary for reasons beyond the control of the Operator, the Operator will arrange for the provision of comparable services, when possible. Any resulting additional expense will be payable by the cruise participants and any resulting saving will be refunded by the Operator to cruise participants. The Operator and the Carrier reserve the right to accept or reject any person as a cruise/tour participant, to expel any cruise/tour participant from the cruise/tour, to make changes in the itinerary whenever the Operator or Carrier deem it necessary for the comfort, convenience, or safety of the cruise/tour participants, and to cancel a cruise/tour at any time. No person, other than an authorized representative of the Operator, by a document in writing, is authorized to vary, add, or waive any term or condition in this brochure or website, including any term or condition set forth in the preceding provisions.

We reserve the right to amend the information, conditions and prices contained on these pages without notice.

### **ADDITIONAL TERMS & CONDITIONS AND CONDITIONS OF CARRIAGE**

Your booking is also subject to the following additional terms & conditions of the Carrier which are as follows: (Please note that the terms and references to all paragraphs hereunder relate to each other and not to the terms and references of the clauses preceding this section.)

IMPORTANT NOTICE: THESE ARE THE TERMS AND CONDITIONS GOVERNING THE BOOKING AND SALE OF YOUR CRUISE AND RELATED TRAVEL FROM AMAWATERWAYS, LLC AS SALES AND MARKETING AGENT FOR THE CARRIERS ("TERMS"). A SEPARATE PASSENGER TICKET CONTRACT BETWEEN THE PASSENGER AND THE CARRIER GOVERNS THE CRUISE AND TRAVEL ITSELF. THE PASSENGER TICKET CONTRACT IS AVAILABLE AT [WWW.AMAWATERWAYS.COM/CA/TERMS-CONDITIONS/PASSENGER-TICKET-CONTRACT](http://WWW.AMAWATERWAYS.COM/CA/TERMS-CONDITIONS/PASSENGER-TICKET-CONTRACT). PLEASE CAREFULLY READ THESE TERMS AND THE PASSENGER TICKET CONTRACT WHICH ARE BINDING TO YOU AND CONTAIN SIGNIFICANT FEES FOR CANCELLATION AND LIMITATIONS OF LIABILITY, INCLUDING

LIMITATIONS ON DAMAGES FOR BAGGAGE AND OTHER PROPERTY, PERSONAL INJURY, ILLNESS OR DEATH; TIME LIMITS FOR CLAIMS AND SUITS, SWISS CHOICE OF LAW AND SWISS FORUM SELECTION REQUIREMENTS, AND CLASS ACTION WAIVER.

**Parties:** In these terms and conditions, "you" or "passenger" or "participant" refers to the person booking, purchasing or traveling on the cruise, and to individuals traveling as part of that person's reservation. "We" or "us" refers to AmaWaterways, LLC, a California Limited Liability Company ("AWL"), which acts solely as a sales and marketing agent for the ship's owner, operator and/or charterer ("Carrier") and providers of other forms of transportation, lodging, tours or travel services ("Suppliers"). AMA offers the travel and enters into these terms and conditions with you pursuant to arrangements made with AWL. The term "Carrier" means the owner, operator and/or charterer of the vessel as set forth under "Carrier Information" below.

**LIABILITY DISCLAIMER:** We arrange with others for the services described in these Terms, your confirmation and/or our brochures. Carriers and Suppliers are independent third parties which are separate entities and are deemed not to be our principals, agents, employees or partners. WE ACT SOLELY AS A SALES AND MARKETING AGENT FOR THE CARRIERS AND SUPPLIERS AND DO NOT OWN OR OPERATE ANY SHIP OR OTHER MODE OF TRANSPORTATION, HOTEL OR ACCOMMODATION. ACCORDINGLY, WE DISCLAIM RESPONSIBILITY AND LIABILITY FOR, AND PARTICIPANT WAIVES, RELEASES AND ACKNOWLEDGES THAT THERE SHALL NOT BE ANY CLAIM OR RECOURSE AGAINST US FOR OR AS A CONSEQUENCE OF: BREACH OF DUTY, BREACH OF CONTRACT, NEGLIGENT OR WILLFUL OR INTENTIONAL ACT, FAILURE TO ACT OR OMISSION BY ANY CARRIER OR SUPPLIER. Carrier, Supplier and participant obligations and liabilities are subject in each case to terms and conditions of the Passenger Ticket Contract and each Supplier's contract, and any and all laws, regulations and international conventions that apply under those contracts, including, but not limited to choice of law, jurisdiction for disputes, limitations of liability, and time limitations for claims and suits. PARTICIPANT AGREES THAT WE SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS (INCLUDING PERSONAL INJURY, DEATH, AND LOSS OF OR DAMAGE TO PROPERTY) OR EXPENSE OCCASIONED BY ANY ACT OR OMISSION OF ANY CARRIER OR SUPPLIER, OR ANY PROVIDER OF A TRAVEL PROTECTION PLAN, OR INSURER, OR OF ANY OTHER PERSON. If the services of a Carrier or Supplier cannot be delivered or there are changes in any planned service for any reason beyond our control, we will make an effort to arrange similar services. Any resulting additional expenses will be participant's responsibility. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS, THE PASSENGER TICKET CONTRACT, THE CRUISE OR ANY RELATED TRAVEL OR ACTIVITIES, AND OUR LIABILITY, IF ANY, SHALL IN NO EVENT EXCEED THE AMOUNT PAID TO US FOR THE TRAVEL.

**PASSENGER TICKET CONTRACT:** ALL SHIP TRANSPORT IS PROVIDED ACCORDING TO THE TERMS AND CONDITIONS OF THE PASSENGER TICKET CONTRACT, WHICH IS SENT AT THE TIME OF BOOKING, IS INCLUDED IN THE DIGITAL TRAVEL DOCUMENTS SENT PRIOR TO THE CRUISE AND IS AVAILABLE FOR REVIEW AT [WWW.AMAWATERWAYS.COM/CA/TERMS-CONDITIONS/PASSENGER-TICKET-CONTRACT](http://WWW.AMAWATERWAYS.COM/CA/TERMS-CONDITIONS/PASSENGER-TICKET-CONTRACT). THE PASSENGER TICKET CONTRACT ESTABLISHES LIMITS OF LIABILITY, LIMITS ON CLAIMS, AND TIME LIMITS FOR MAKING CLAIMS, AS WELL AS OTHER RESTRICTIONS, LIMITS AND DISCLAIMERS OF CARRIER'S LIABILITY FOR YOUR DEATH, ILLNESS, INJURY, OR DAMAGE CLAIMS RELATING TO BAGGAGE OR

PERSONAL PROPERTY. IT IS GOVERNED BY SWISS LAW AND INCORPORATES PROVISIONS AND LIMITATIONS UNDER THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA, 1974, AND THE PROTOCOL TO THE CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA, 1976, THE INTERNATIONAL CONVENTION ON LIMITATION OF LIABILITY FOR MARITIME CLAIMS, 1976, AND THE STRASBOURG CONVENTION ON THE LIMITATION OF LIABILITY OF OWNERS OF INLAND NAVIGATION VESSELS, 1988. VENUE FOR LITIGATION OF ANY DISPUTES UNDER THE PASSENGER TICKET CONTRACT IS EXCLUSIVELY IN THE COURTS OF BASEL, SWITZERLAND.

CLASS ACTION WAIVER: THESE TERMS AND THE PASSENGER TICKET CONTRACT PROVIDE FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON YOUR OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY LAWSUIT AGAINST US OR THE CARRIER WHATSOEVER SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION.

Carrier Information: For vessels flying the Swiss flag, the Carrier is AmaWaterways GmbH, an entity organized under the laws of Switzerland. For vessels in Portugal, the Carrier is DouroAzul, Sociedade Maritimo Turistica S.A, an entity organized under the laws of Portugal. For the vessels in Egypt, the Carrier is a partnership between AmaWaterways and Wings Tours & Nile Cruises, an entity organized under the laws of Egypt. For the vessel in Vietnam, the Carrier is Indochina Waterways, an entity organized under the laws of Vietnam. For the vessels in Colombia, the Carrier is AmaMagdalena S.A.S., an entity organized under the laws of Colombia. For the vessel in Namibia, the Carrier is Zambezi Queen Holidays PTY) Ltd, an entity organized under the laws of Namibia. For a complete and up-to-date listing of the registry and Carrier for each vessel, visit [www.amawaterways.com/ca/CarrierInformation](http://www.amawaterways.com/ca/CarrierInformation).

Deposit and Final Payment: To confirm a river cruise or river cruise and land reservation, we require a deposit of \$500 per person for Europe, Colombia and Asia, \$1,500 per person for Egypt and \$3,000 per person for Africa itineraries on or before the deposit due date indicated on the confirmation. For transoceanic airline fares reserved through AmaWaterways, a non-refundable deposit of \$450 per person for Economy and Premium Economy class or \$750 per person for Business/First class tickets is required to issue ticket(s) within 24 hours for the flight schedule offered and accepted. Upon receipt of deposit, air will be ticketed, at which time deposits will be nonrefundable. Any air schedules and ticketing relating to AmaWaterways air promotions will be provided 75 - 90 days before the travel start date or once full payment is received for the river cruise and promotional air price (if any). Any itineraries that include intra-air flights require a non-refundable deposit (also applies to combination cruises) and will be advised at time of booking. Bangkok land package requires a nonrefundable deposit of \$250 per person. The Rwanda extension requires an additional non-refundable deposit of \$1,875 per person for the Mountain Gorilla permit and \$125 per person for the Golden Monkey permit. Hotel Extra Nights require a non-refundable deposit of \$50 per stateroom at the time of request of the hotel availability. The Concierge Golf Program requires an additional non-refundable deposit of \$900 per person. Other custom arrangements may also require non-refundable deposits and will be advised at the time of booking. Final payment is required no later than 90 days before the start date of travel, based on the commencement of

all services purchased through AmaWaterways. Failure to provide full payment by this deadline may result in the cancellation of all booked services. For group reservations, payments may be reallocated among group bookings to ensure the balance and reflect payment in full. Should that occur, all penalties would be assessed for the components booked as per the AmaWaterways cancellation timeline listed below, regardless of any reinstatement requests of services received after the cancellation is processed. Please note, any prior confirmations of land packages or airline schedules would no longer be valid in the event a reinstatement is requested and all availability for cruise, land and air would be subject to change based on availability at time of re-booking and is subject to current market pricing at such time. Cruise Protection Plan would be non-refundable in the event of cancellation and would need to be repurchased entirely on the reinstated reservation.

**Cancellation Charges:** In the unfortunate event a participant must cancel travel, notice must be made to AmaWaterways during standard business hours or via email to [Res@amawaterways.com](mailto:Res@amawaterways.com), which must include writing stating clearly and correctly each guest's name, ship name, start and end date of travel services and a brief statement of the reason for cancellation. Other forms of notice are not sufficient. Cancellation penalties are determined based on the date AmaWaterways receives the cancellation notice. Any discrepancies between the funds paid and the applicable cancellation penalties will be the sole responsibility of the guest or their booking agent. Cancellations received within 24 hours of vacation start date will be deemed as trip interruption, cannot be cancelled and are 100% non-refundable. The effective date of the cancellation is the date AmaWaterways receives cancellation notice. A change in sailing date, name changes, the substitution of a participant or a reduction in the number of guests in a stateroom are treated as a cancellation in that all applicable cancellation charges apply. A reduction in occupancy is subject to a single supplement charge. A change to a lower stateroom category within 90 days of departure will incur applicable cancellation charges. Cancellation charges for bookings within charter and part-charter agreements are as per the charter contract. All other cancellation charges are per person, based on the cancellation date, as seen in the chart below. You acknowledge that your cancellation will cause us and the Carrier difficulty in selling a replacement cruise or cruise and land reservation and thus the cancellation fees described below apply regardless of whether your cruise or cruise and land reservation is resold. You agree that any losses sustained by us and/or the Carrier in the event of cancellation would be very difficult or impossible to quantify, and the cancellation fees are fair and reasonable as liquidated damages.

*Travel for  
Travellers*  
BY GLP WORLDWIDE

DAYS BEFORE DEPARTURE	CRUISE & LAND CANCELLATION CHARGE	AIRFARE CANCELLATION CHARGE (ECONOMY CONTRACT FARES)	AIRFARE CANCELLATION CHARGE (BUSINESS/FIRST CLASS CONTRACT FARES)	OTHER CHARGES (EXCEPT INSURANCE)
More than 121 days prior to departure	C\$250 (Europe, Colombia & Asia)	C\$450 penalty*	C\$750 penalty*	-
	C\$3,000 (Seven River Journey Through Europe)			
	C\$750 (Egypt)			
	C\$1,500 (Africa)			
120-90 days prior to departure	C\$500 (Europe, Colombia & Asia)	C\$450 penalty*	C\$750 penalty*	-
	C\$6,000 (Seven River Journey Through Europe)			
	C\$1,500 (Egypt)			
	C\$3,000 (Africa)			
89-60 days prior to departure	35% of cruise and land price	C\$450 penalty*	C\$750 penalty*	35% of all charges
59-32 days prior to departure	50% of cruise and land price	C\$450 penalty*	C\$750 penalty*	50% of all charges
31 days to 25 hours prior to departure	100% of cruise and land price	C\$450 penalty*	C\$750 penalty*	100% of all charges
Inside of 24 hours	100% of cruise and land price	100% penalty	100% penalty	100% of all charges

Additional cancellation penalties for special programs may be assessed in addition to the above; please see "Deposit and Final Payment" for more information. Cruise Protection Plan and Travel Waiver Plus premiums are non-refundable once purchased. Please note the above penalties are provided on a per person basis.

\*Airline cancellation charges imposed upon receipt of full payment of either airfare and/or river cruise relating to AmaWaterways air promotions, and if airline tickets have been issued. Certain international airline tickets, including published air tickets, may be 100% non-refundable and details will be advised at the time of booking. All intra-Europe, intra-Colombia, intra-Asia, intra-Africa and intra-Egypt flights, as well as Amman-Cairo and Cairo-Tel Aviv flights are non-refundable at the time of purchase.

Except as otherwise provided in your Passenger Ticket Contract, after travel begins, there is no refund for unused services, or unused portions of cruise, land packages or airfare.

**Pricing:** All prices are in CAD dollars. In the event that a cruise fare listed, quoted or advertised through any website, printed collateral, reservations person, travel advisor or any other source is booked, but is incorrect due to an electronic error, typographical error, human error or any other error causing the fare to be listed, quoted or advertised for an amount not intended by AmaWaterways, AmaWaterways reserves the right to correct the erroneous fare by requesting the passenger to pay the correct fare intended, or by canceling the cruise. Airfares, air taxes and air surcharges quoted on your invoice or by a



reservation agent are only guaranteed once airfare deposit or full payment is received by AmaWaterways. AmaWaterways reserves the right to increase prices without notice.

**Prices Do Not Include:** Published prices do not include airfare, baggage fees, seat assignments, passport and visa fees, travel protection, vaccinations, laundry, additional food and beverages, optional excursions, gratuities or other items or services of a personal nature.

**Passport and Visas:** A valid passport is required for each participant. Passports must be valid for at least six (6) months after the scheduled return date to your home country, unless stated otherwise. All guests should check with the consulate of each country they will visit, or a visa service, to verify current regulations and be aware entry requirements may change without prior notice. Obtaining the required visas and any other required travel documentation and assuring these are complete and correct in all ways, is the sole responsibility of each participant.

# Travel for Travellers

BY GLP WORLDWIDE

NAME OF THE PROGRAM	VISA REQUIREMENT*	PASSPORT VALIDATION*	PASSPORT EMPTY PAGE REQUIRED*
Riches of The Mekong Program begins in Hanoi	Multi entry visa for Vietnam, Single entry visa for Cambodia	at least six (6) months after the scheduled return date to your home country.	4 empty visa labeled pages
Riches of The Mekong Program begins in Siem Reap	Single entry visa for Vietnam, Single entry visa for Cambodia	at least six (6) months after the scheduled return date to your home country.	4 empty visa labeled pages
Charms of The Mekong Program ends in Hanoi	Multi entry visa for Vietnam, Single entry visa for Cambodia	at least six (6) months after the scheduled return date to your home country.	4 empty visa labeled pages
Charms of The Mekong Program ends in Siem Reap	Single entry visa for Vietnam, Single entry visa for Cambodia	at least six (6) months after the scheduled return date to your home country.	4 empty visa labeled pages
Bangkok extension	Visa exempt	at least six (6) months after the scheduled return date to your home country.	2 additional empty visa labeled pages
Secrets of Egypt & the Nile	Single entry visa for Egypt (apply online several weeks prior to arrival date)	at least six (6) months after the scheduled return date to your home country.	2 empty visa labeled pages
Jordan extension	Single entry visa for Jordan obtained upon arrival by AmaWaterways	at least six (6) months after the scheduled return date to your home country.	2 additional empty visa labeled pages
Dubai extension	Visa exempt	at least six (6) months after the scheduled return date to your home country.	2 additional empty visa labeled pages
Israel extension	Visa exempt	at least six (6) months after the scheduled return date to your home country.	2 additional empty visa labeled pages
Turkey extension	Single entry visa for Turkey	at least six (6) months after the scheduled return date to your home country.	2 additional empty visa labeled pages
Discover Africa Discover Africa with Johannesburg	Visa required for Zimbabwe and obtained at border	at least six (6) months after the scheduled return date to your home country.	6 empty visa labeled pages
Rivers and Rails Rivers and Rails plus Greater Kruger National Park	Visa required for Zimbabwe and obtained at border	at least six (6) months after the scheduled return date to your home country.	6 empty visa labeled pages
Stars of South Africa	Visa required for Zimbabwe and obtained at border	at least six (6) months after the scheduled return date to your home country.	6 empty visa labeled pages
Wildlife and the Falls	Visa required for Zimbabwe and obtained at border	at least six (6) months after the scheduled return date to your home country.	6 empty visa labeled pages
Golden Trails of Africa Golden Trails of Africa with Cape Town	Visa required for Zimbabwe and obtained at border. Visa required for Tanzania and must be obtained prior to arrival in Africa	at least six (6) months after the scheduled return date to your home country.	8 empty visa labeled pages
Rwanda extension	Visa required	at least six (6) months after the scheduled return date to your home country.	2 additional empty visa labeled pages

\*Requirements as of time of publication

Obtaining the required visas and any other required travel documentation and assuring these are complete and correct in all ways, is the sole responsibility of each participant. We are not in a position to obtain or verify the accuracy or completeness of any participant's visa or other required documentation and shall not be responsible or liable for delay or missed portion of any part of the itinerary or other problems resulting from the participant lacking the appropriate travel documentation.

**Travel Documents:** Only after receipt of full payment, final Digital Travel Documents (including airline confirmation information, if applicable) will be sent via email, approximately 3-4 weeks prior to departure. (Delay in final payment will delay delivery of Digital Travel Documents.) Requests for expedited Digital Travel Documents may be possible for an additional charge.

#### FLIGHTS & AIRPORT TRANSFERS

**Flight Schedules & Airfares:** AmaWaterways offers special airfares based on the flight and seat availability of contracted carriers. We are able to accept a traveler's choice of preferred air carrier, flight schedule, and some deviations so long as the requests are made at the time of booking the airline reservation. To hold/confirm an airline reservation, the airlines require your full legal name as it appears on your passport. For contract airline fares, a non-refundable deposit of \$450 per person for Economy and Premium Economy class or \$750 per person for Business and First class tickets is required to issue ticket(s) within 24 hours for the flight schedule. Any quoted price is not guaranteed, as well as when changes are requested by the guest, such as name or date changes, or if an airline-imposed schedule change is not accepted prior to ticketing. Once your airline tickets have been issued, any changes will be subject to penalty, and any applicable fare differential, if not cancelled within 24 hours of ticketing. Any itineraries that include intra-air flights require a non-refundable deposit (also applies to combination cruises). Should the name on your airline reservation not match your passport exactly, your airline reservation will have to be cancelled, full penalties will be assessed, and your reservation will have to be recreated subject to market pricing at the time of the new reservation. Any air schedules provided by AmaWaterways are subject to change without notice as imposed by the carrier due to reasons beyond our control. Airfares in conjunction with promotional offers are subject to specific terms as outlined with offer details.

Air tickets are Economy class. Upgrading to Premium Economy, Business or First class is possible for an additional charge pursuant to the terms and conditions of the relevant airline(s). AmaWaterways guarantees upgrades for long-haul flights, but not Canadian domestic flights, intra-Europe, intra-Colombia, intra-Asia, intra-Egypt and intra-Africa flights. Upgrades may not be possible when an air carrier changes the schedule, aircraft type, experiences a strike, overbooking or flight interruption of any kind. Air carriers reserve the right to do all the above. In such cases, all claims for airfare adjustment must be requested directly to the air carrier.

Air carriers require the passenger name to appear on the airline ticket exactly it appears on the passport. If it does not match exactly, AmaWaterways shall not be responsible or liable for the consequences which could include re-issue fees or denial of boarding. AmaWaterways shall not be responsible or liable for costs resulting from airline schedule changes, lost air ticket, delay, disruption or cancelled flight, lost or damaged baggage, missed connections, downgrades, denied boarding or voluntarily buying replacement tickets. Should a replacement ticket be purchased without collaboration or approval with an AmaWaterways representative, this cost will be incurred to the guest alone and AmaWaterways will have no obligation to refund the cost of any new ticket purchased. In any of these instances, claim must be made directly with the air carrier (and air carrier alone) for any requested reimbursement. In the event any situations as noted occur whilst traveling, AmaWaterways Emergency team will attempt to

accommodate and book an alternative, however this cannot be guaranteed and the final accommodation provided will be at the sole discretion of the airline carrier. Once airline check in is completed and/or tickets have been reissued by the airline (at any time during the booking process), AmaWaterways will be limited to making further changes on a guest's air tickets as the airline will have sole control of the guest's PNR and/or ticket after this time and all changes must be handled directly with the airline by the guest. This is also the case for any post travel resolution or reimbursement requests for air – these must be directed to the air carrier by the guest and AmaWaterways is not able to assist as traveler must initiate all claims directly. Airline responses and subsequent resolutions may take up to 9 months or more if the airline is willing to consider the request. AmaWaterways recommends that in all situations as listed above, all receipts are retained for costs for submission of claims to the guest's insurance company, should these situations be deemed a coverable reason under their insurance policy.

AmaWaterways will endeavor to book guests traveling together on conjunction bookings on the same air schedule where possible if the requests are made at the time of booking the airline reservation. All requests are subject to availability, at time of booking, and with the full knowledge by AmaWaterways that guests are requesting to be booked on the same schedule. As airline-imposed schedule changes are beyond our control, AmaWaterways cannot guarantee airline protection will be the same for all guests traveling together and as such, in the event of a schedule change, guests on conjunction bookings, may be protected on different flights accordingly. Additionally, all guests traveling together on an AmaWaterways air promotion are not guaranteed the same flight schedule.

**Changes:** Airline tickets issued by AmaWaterways have restrictions and cannot be reissued, transferred, or exchanged. Any changes whatsoever made to an airline ticket will incur a minimum \$450 per ticket change fee for Economy and Premium Economy class (\$750 for Business and First class), plus any additional increase in the cost of the airfare. A change or refund request for tickets purchased through AmaWaterways must be made through AmaWaterways but may not be possible. Once a trip commences, only the date of the return flight ticket can be modified for \$350 per ticket change fee for Economy and Premium Economy class (\$750 per ticket for Business and First class). Other changes may require purchase of a new ticket. The original return air ticket has no residual value.

**Limitation on Special Requests & Frequent Flyer Numbers:** AmaWaterways will try to relay requests for special meals, adding frequent flyer numbers or for seat assignments, etc. However, confirmation of any request rests solely with the airline and the passenger or travel advisor must always confirm directly with the airline. It is recommended that each passenger provide their frequent flyer number to the airline at the time of check-in. Please note that airline tickets issued by AmaWaterways have restrictions that may not allow credit in part or whole for frequent flyer miles. Checking with the air carrier is the responsibility of the passenger.

**Baggage:** Checked and carry-on baggage are subject to restrictions that usually involve weight, size and/or number of pieces. Please check with the respective airline regarding baggage policies. There are strict luggage restrictions for our programs in Africa; please ask for details. We shall not be responsible or liable for costs or consequences for exceeding the airline's baggage restrictions, or for loss, theft, damage or delay to passenger's baggage.

**Airport Transfers:** Guests purchasing transoceanic airfare through AmaWaterways may qualify for complimentary group airport transfers for a scheduled arrival between the airport and the ship or hotel, and on a scheduled departure between the hotel or the ship and airport. Airport transfers in Africa and Egypt to/from the hotel are included on the first and last days (when applicable) of your trip, unless deviating from advertised program. If airport transfers are not reflected on your confirmation, AmaWaterways will not be responsible for providing airport transfer service. Please note: our group airport transfer service may involve some waiting time. All guests making their own airfare arrangements are responsible for arranging their transportation to/from the airport (except Africa and Egypt). Individual airport transfers can be purchased for those guests who are scheduled to arrive/depart on our itinerary dates, please ask for details.

**Changes in Cruise and Cruise & Land Itineraries:** Carrier seeks to provide services as published or stated in the Digital Travel Documents. But deviations to planned cruise, cruise & land itinerary or any other aspects of the travel may occur. If conditions make cruise routes unsafe for navigation or in other respects, or raise sufficient doubt about safety, Carrier reserves the right to modify or provide alternate services. These may include, but are not limited to, providing accommodation on the docked ship and/or substituting ground arrangements. An effort will be made to try to arrange elements of the cruise and cruise & land itineraries similar to those originally planned, but the level of similarity may vary. Except as otherwise provided in your Passenger Ticket Contract, such changes will not entitle you to any credit or a refund. Cruise, cruise & land itineraries, and all other aspects of the cruise and travel are subject to change with or without notice.

**Hotel Accommodations:** We will seek to use hotels listed (if any) on your confirmation. Changes may be necessary; therefore, use of such hotels is not assured. An effort will be made to substitute similar hotels, but the level of similarity may vary. In the case where twin or separate bedding is requested for a double, triple or quad occupancy booking on the land extension, is not available due to hotel rooming amenities and capabilities, guests may be required to share existing bedding with other land participants from their booking – no additional bed, including rollaways, will be provided. Standard policy for hotels is to have rooms available for check-in no earlier than 3:00 p.m. Only those guests who have elected to take our Cruise & Land program on the brochure itinerary dates will receive transfers between the hotel(s) and the ship.

**Cancellation by Carrier:** Carrier reserves the right to cancel, change or postpone any cruise departure date and itinerary. In the event of a complete cancellation of a departure by Carrier, we will refund monies paid for the cruise or cruise & land package to those participants who have not previously cancelled. See Passenger Ticket Contract for further details.

**Personal Changes:** Except as otherwise provided in the Passenger Ticket Contract, participant's deviation from the published itinerary for any reason will not entitle participant to any reduction in charge. Participant will bear a full charge for any unused services.

**Child Policy:** All guests under the age of 18 are to be in a stateroom with an adult and must remain supervised at all times; their safety is the responsibility of the accompanying adult(s). In the case where a triple or quad occupancy stateroom is not available or not selected, children under the age of 10 at the time of embarkation may share a stateroom with two adults only in circumstances where the child is able to share the bed with the adults – no additional bed will be provided. Please be aware that balcony staterooms of any kind may be unsafe for minors if left unsupervised. There is a minimum age limit of 4 years old, unless otherwise agreed upon by AmaWaterways. Children under the age of 5 are not recommended on any program. On our Africa Safaris & Wildlife Cruise program, due to safety precautions, there is a minimum age limit of 12 years old, unless otherwise agreed upon by AmaWaterways. AmaWaterways does not provide child-specific programs or child-minding facilities.

**Disabled Participants:** Handicapped facilities are not available on board or in many places visited on the cruises and cruise tours we offer. If you (participant) have a disability and reasonable accommodation may enable you to use the services, please let us know how you believe we can help. Participant are requested to inform us in writing, at or immediately after making the reservation, but in any event as early as possible, of any mobility impairment or other condition, whether physical, emotional or mental, which may require accommodation or use of an assistive device during the travel. A reasonable effort will be made to accommodate special needs, but we are not responsible for denial of service by Carriers, hotels, or other independent Suppliers. A participant, who, due to impairment, is not self-sufficient, may need to travel with a companion who shall take responsibility for assistance needed during travel and in case of emergency. An individual with a disability that would result in a direct threat to the health and safety of others or to that individual may be excluded, if it is determined there is a significant risk that cannot be eliminated or reduced to an acceptable level by reasonable accommodations, policies, practices, procedures assistive devices or services. If participant fails to timely inform us of any impairment or condition and/or their participation poses a safety risk to participant or direct health or safety threat to others, participant may be excluded from parts or all of the travel. We shall have no liability to participant relating to any condition, treatment, failure to inform us of an impairment, or resulting exclusion.

Due to medical safety guidelines, we are unable to accommodate passengers who will enter their 24th week of pregnancy by the time of the cruise.

**Medical:** Medical doctors are not available on any vessel. If medical services are required, efforts to contact local medical providers will be made. A participant requiring such assistance is solely responsible for all related charges. We will not be responsible or liable for sufficiency of our efforts to reach medical providers, unavailability, delay, quality or other aspect of any such services. Participant is encouraged at time of booking and well before departure, to review participant's health and medical conditions and insurance and consult participant's health care and insurance providers regarding needs and scope of coverage for any incident or need that may occur during travel, and to obtain supplemental health and medical insurance for the travel, as needed.

**Inoculations and Medical Preparation:** All passengers traveling on certain Africa itineraries will require Yellow Fever vaccination. AmaWaterways strongly recommends that all passengers take malaria pills for

travel to Africa. Please contact your personal physician or local health department prior to travel for further detailed information and recommended precautionary measures.

**Smoking:** Smoking is only permitted on the ship's Sun Deck in the designated smoking area.

**Diet:** Special dietary requests must be provided to us at time of reservation. An effort will be made to meet the request, but we cannot assure the request can be accommodated.

**California Seller of Travel Law:** We are registered with the California Attorney General, California Seller of Travel Program as AmaWaterways LLC, registration number CST 2065452-20. Registration as a seller of travel does not constitute approval by the State of California. This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if we were registered and participating in TCRF at the time of sale and you are located in California at the time of payment.

By confirming the reservation with payment, the guest/ travel advisor acknowledges that they are aware of and will comply with these Terms. These terms will supersede the Terms and Conditions published in any of our brochures and other printed materials, in the event of a conflict and any prior oral, implied, written or other representation or agreement between you and AmaWaterways.

### **PASSENGER TICKET CONTRACT**

**IMPORTANT NOTICE: THIS PASSENGER TICKET CONTRACT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AS PASSENGER AND THE CARRIER AND GOVERNS YOUR CRUISE AND ANY RELATED TRAVEL. PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.**

AS THIS CONTRACT LIMITS YOUR LEGAL RIGHTS AND REMEDIES AND PROVIDES PROTECTIONS TO EACH OF THE ENTITIES IDENTIFIED AS "CARRIER" AND THEIR AFFILIATED ENTITIES AND PERSONNEL. THIS CONTRACT CONTAINS SIGNIFICANT FEES FOR CANCELLATION, AND IN SECTIONS 7-10 LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS ON DAMAGES FOR BAGGAGE AND OTHER PROPERTY, PERSONAL INJURY, ILLNESS OR DEATH; TIME LIMITS FOR CLAIMS AND SUITS, SWISS CHOICE OF LAW AND SWISS FORUM SELECTION CLAUSE FOR SUITS, AND CLASS ACTION WAIVER. BY BOOKING THE TRAVEL, REGARDLESS IF PAYMENT HAS BEEN MADE IN PART OR IN FULL, AND WHETHER OR NOT YOU HAVE BOARDED THE VESSEL, YOU EXPLICITLY AGREE TO ACCEPT AND BE BOUND BY ALL THE TERMS OF THIS CONTRACT EVEN THOUGH IT DOES NOT REQUIRE YOU OR THE CARRIER TO SIGN IT.

IF YOU DISAGREE WITH OR ARE UNWILLING TO BE BOUND BY ANY OF THE TERMS OF THIS CONTRACT, PLEASE DO NOT PARTICIPATE IN THE CRUISE OR RELATED TRAVEL BEING OFFERED.

TO REDUCE OR MANAGE YOUR RISKS OF FINANCIAL LOSS AND OTHER LOSS ARISING FROM INJURY, DEATH, LOSS OF OR INJURY TO PROPERTY, CANCELLATION OR DELAY OF TRAVEL AND OTHER RISKS, CARRIER RECOMMENDS THAT YOU OBTAIN YOUR OWN VACATION PROTECTION INSURANCE, TRAVEL INSURANCE, ACCIDENT, LIFE AND OTHER FORMS OF INSURANCE.

**1. DEFINITIONS:**

“Baggage” means all Passenger baggage allowed on the Vessel pursuant to this Contract, which is placed in Passenger’s cabin, or stored in the Vessel’s baggage room, holds or safe against receipt therefore at Passenger’s request.

“Captain” means the individual serving as Captain of, or Master of the Vessel, and anyone acting under such individual’s authority.

“Carrier” means the entity that owns, operates and/ or charters the Vessel on which your cruise takes place, as indicated in this section. The term “Carrier” also includes all of these entities’ shareholders, members, owners, directors, officers and employees, all Vessels operated by each Carrier, and each Vessel’s owners, managers, operators, charterers, agents, crew, pilots, and employees. For purposes of the defenses, limitations of liability and the rights of the Carrier as stated in this Passenger Ticket Contract only, the term “Carrier” also includes, AmaWaterways, LLC, a California limited liability company, as well as each parent and/or wholly or partially owned subsidiary of these companies, and their shareholders, members, owners, directors, officers, sales representatives and employees; and the concessionaires, independent contractors, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging or provided to any Vessel, or which are owned or operated by the Carrier. The Carriers operate cruises worldwide, except in the United States, and none of the Carriers are based in the United States. AmaWaterways, LLC acts solely as a sales and marketing agent for the Carriers, does not own or operate any Vessel or other travel facility or accommodation, and assumes no liability for acts or omissions of any Carrier or another third-party provider. For vessels flying the Swiss flag, the Carrier is AmaWaterways GmbH, an entity organized under the laws of Switzerland. For vessels in Portugal, the Carrier is DouroAzul, Sociedade Maritimo Turistica S.A, an entity organized under the laws of Portugal. For vessels in Egypt, the Carrier is a partnership between AmaWaterways LLC and Wings Tours & Nile Cruises, an entity organized under the laws of Egypt. For the vessel in Vietnam, the Carrier is Indochina Waterways, an entity organized under the laws of Vietnam. For vessels in Colombia, the Carrier is AmaMagdalena S.A.S., and entity organized under the laws of Colombia. For the vessel in Namibia, the Carrier is Zambezi Queen Holidays PTY Ltd, an entity organized under the laws of Namibia. For a complete and up-to-date listing of the registry and Carrier for each vessel, visit [www.amawaterways.com/ca/CarrierInformation](http://www.amawaterways.com/ca/CarrierInformation).

“You,” “Your,” “Guest” and “Passenger” means every person named on the face of, or traveling under, or occupying a cabin designated on this Contract, and persons in their care, including any minors, and also includes their heirs, successors-in-interest, assigns and personal representatives.

“Contract” means this Passenger Ticket Contract.

“Vessel” means any ship owned, chartered, operated or provided by Carrier, whether owned, chartered, operated or provided by Carrier or by third parties; on which Passenger travels, or any substituted ship, and its tenders or any other similar means of conveyance belonging to the Vessel.

“Digital Travel Documents” means detailed travel arrangements, including airline confirmation information, if applicable, sent by email approximately three to four weeks prior to departure.

**2. NON-TRANSFERABILITY:** This Contract grants passage for only the Passenger(s) named on the Digital Travel Documents, and only for the date and Vessel indicated. It may not be sold or transferred by Passenger. Any attempted sale or transfer by Passenger is void and of no effect. This Contract binds, and confers benefits on, and imposes limits, restrictions and exclusions on and/ or affects Passenger, Passenger’s spouse, heirs, executors, administrators, assigns, personal representatives, dependents and next-of-kin. Any Passenger purchasing or booking travel, or using this Contract, represents and warrants that s/he is duly authorized by and on behalf of all Passengers (including minor children) named on the Digital Travel Documents and accompanying Passenger to agree to and to bind all such Passengers to the terms and conditions of this Contract.

**3. EMBARKATION:** Passenger promises to be on board the Vessel at least one hour before: (a) the scheduled departure time; and (b) each departure time announced during the cruise. At embarkation, each Passenger must have already received all medical inoculations necessary for the voyage and must have in his/her possession this Contract, a valid passport, visas, medical card and other documents necessary for scheduled ports-of-call and disembarkations. It is the Passenger’s sole responsibility to obtain and have available the appropriate and valid travel documents. Carrier advises Passengers to check with their travel advisor or the appropriate governmental authority to determine the necessary documents required for travel. Carrier may refuse boarding or disembark passengers without liability for refund, payment, compensation, or credit of any kind if Passenger does not have proper documentation or fails to timely board the Vessel prior to departure.

**4. BAGGAGE LIMIT AND LABELING:** Each Passenger may bring aboard the Vessel, without additional charge, up to one (1) suitcase. Additional Baggage will be subject to excess baggage charges. Passenger shall assure that all Baggage is securely packed and distinctly labeled with Passenger’s full name, Vessel name and sailing date, and Passenger’s cabin number.

**5. NO PETS OR DANGEROUS OR ILLEGAL ITEMS OR ITEMS OR ACTIONS THAT MIGHT CAUSE DAMAGE TO THE VESSEL.** Passenger shall not bring any animal (other than a qualified service animal of a disabled Passenger), dangerous article such as a firearm, explosive, flammable or combustible material, lithium batteries, or non-medical oxygen, alcohol, illegal drug, other controlled or illegal substance, or any other items prohibited by applicable law to, or aboard, the Vessel. If Passenger has any such item at time of embarkation, then before entry on the Vessel, Passenger shall surrender it to the Captain, and consents to the Captain disposing or destroying or giving it to authorities. Additionally, Passenger must not cause damage to the vessel or its contents, whether intentionally or unintentionally. You agree to accept responsibility, reimburse and/or indemnify Carrier for any loss, damage or expense whatsoever related to the presence of any service animal or any dangerous or illegal items brought on the cruise or related to any action that may cause damage to the Vessel or its contents. You further agree to determine and meet any documentary or other requirements related to bringing the service animal onboard the Vessel and agree that you may be removed from the cruise without compensation of any kind if any action is

perceived by the Captain as being detrimental to the Vessel , its contents or to the comfort, safety, enjoyment or wellbeing of other guests.

**6. VALUABLES:** Hand or unlocked luggage, breakables, jewelry, money, precious stones, securities, financial instruments, tickets and any other valuables and personal items which include but are not limited to dental hardware, eyewear, hearing aids, medications and medical equipment, electronics, computers, cameras, and cellular telephones must be hand- carried by Passenger on and off the Vessel , and must not be included with check-in Baggage. Carrier shall not be responsible for loss of or damage to any such item under any circumstances.

**7. LIABILITY LIMITATIONS FOR LOSS OF AND/OR DAMAGE TO PROPERTY:**

(a) THE TOTAL VALUE OF BAGGAGE, VALUABLES AND OTHER PERSONAL BELONGINGS OF A PASSENGER WHO DOES NOT DEPOSIT THEM FOR SAFEKEEPING AS DESCRIBED IN THIS CONTRACT, SHALL BE DEEMED NOT TO EXCEED U.S. \$200. SUBJECT TO SUBSECTION (C) BELOW, CARRIER'S LIABILITY TO A PASSENGER, IF ANY, FOR LOSS OF OR DAMAGE TO SUCH BELONGINGS IS LIMITED TO A MAXIMUM OF U.S. \$200.

(b) Carrier can provide safekeeping for valuables aboard the Vessel and encourages Passenger to deposit Passenger's jewelry and other valuables brought aboard the Vessel with the designated officer. That officer will issue Passenger a receipt for the valuables. Carrier shall not be liable for loss of or damage to jewelry, money, precious stones, securities, financial instruments, tickets or other valuables unless delivered to the designated officer and a receipt issued. The value of articles delivered to such officer for safekeeping shall be deemed in all cases not to exceed U.S. \$200, unless Carrier agrees expressly in writing to a higher value for the article at the time of delivery to the designated officer.

(c) EXCEPT AS SPECIFICALLY STATED ELSEWHERE IN THIS CONTRACT, CARRIER SHALL HAVE NO LIABILITY FOR LOSS OF OR DAMAGE TO BAGGAGE OR PERSONAL EFFECTS. PERSONAL BELONGINGS LOST IN ANY PUBLIC AREA, OR ELSEWHERE, WHETHER ON BOARD THE VESSEL OR ELSEWHERE, ARE NOT REIMBURSABLE. LOSS DUE TO ORDINARY WEAR AND TEAR, PERIL OF THE SEA OR OTHER WATERWAY, OR ACT-OF-GOD IS NOT REIMBURSABLE. SETTLEMENT OF A REIMBURSABLE CLAIM FOR LOST BELONGINGS WILL BE AT THE LESSER OF ACTUAL CASH VALUE (REPLACEMENT COST LESS DEPRECIATION) OR COST. SETTLEMENT OF A REIMBURSABLE CLAIM FOR A DAMAGED ITEM WILL BE AT THE LESSER OF COST OF REPAIR OR ACTUAL CASH VALUE, OR REPLACEMENT COST. NO AMOUNT SHALL BE PAID IN SETTLEMENT OF A CLAIM WITHOUT PROOF OF THE ACTUAL CASH VALUE OR REPAIR COST, AS APPROPRIATE, ARISING FROM THE LOSS OR DAMAGE. THE PROOF MUST BE SENT TO AND RECEIVED BY CARRIER.

**8. LIMITS OF CARRIER'S LIABILITY FOR ILLNESS, INJURY OR DEATH; ACTS BEYOND CARRIER'S CONTROL; INDEPENDENT CONTRACTORS; TIME LIMITS FOR CLAIMS AND SUITS:**

(a) LIMITATIONS OF LIABILITY FOR ILLNESS, INJURY OR DEATH UNDER APPLICABLE CONVENTIONS:

(i) FOR CRUISES ON THE RHINE AND ITS ADJACENT RIVERS, CARRIER SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS, IMMUNITIES AND RIGHTS APPLICABLE TO IT FOR DEATH, ILLNESS AND/OR

PERSONAL INJURY AS PROVIDED UNDER THE STRASBOURG CONVENTION ON THE LIMITATIONS OF LIABILITY OF OWNERS OF INLAND NAVIGATION VESSELS, (2012) ("CLNI") AS ADOPTED BY SWITZERLAND. THE CLNI LIMITS CARRIER'S LIABILITY TO 60,000 UNITS OF ACCOUNT OR SPECIAL DRAWING RIGHTS, "SDR'S" AS DEFINED BY THE INTERNATIONAL MONETARY FUND (APPROXIMATELY \$83,000 U.S. DOLLARS, WHICH FLUCTUATES DEPENDING ON A DAILY EXCHANGE RATE AS MAY BE FOUND AT [WWW.IMF.ORG](http://WWW.IMF.ORG)) MULTIPLIED BY THE NUMBER OF PASSENGERS THE SHIP ACCORDING TO ITS CERTIFICATE IS ALLOWED TO CARRY, NOT TO EXCEED IN ANY EVENT MORE THAN 12 MILLION UNITS OF ACCOUNT TO APPLY TO THE AGGREGATE OF ALL CLAIMS ARISING AGAINST CARRIER OUT OF AN OCCURRENCE.

(ii) FOR ALL OTHER CRUISES, CARRIER SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS, IMMUNITIES AND RIGHTS APPLICABLE TO IT FOR DEATH, ILLNESS AND/OR PERSONAL INJURY AS PROVIDED UNDER THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA OF 1974, AS WELL AS THE PROTOCOL TO THE CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA OF 1976 ("ATHENS CONVENTION"), AS ADOPTED BY SWITZERLAND. THE ATHENS CONVENTION LIMITS CARRIER'S LIABILITY TO A PASSENGER TO NO MORE THAN 46,666 SDR'S (APPROXIMATELY \$65,000 U.S. DOLLARS, WHICH FLUCTUATES DEPENDING ON A DAILY EXCHANGE RATE AS MAY BE FOUND AT [WWW.IMF.ORG](http://WWW.IMF.ORG)).

(iii) IN ADDITION TO ALL THE RESTRICTIONS AND EXEMPTIONS FROM LIABILITY PROVIDED IN THE CLNI AND THE ATHENS CONVENTION, CARRIER SHALL, AS A CHOICE OF LAW, HAVE THE BENEFIT OF ANY LIMITATION OF OR EXONERATION FROM LIABILITY UNDER THE CONVENTION ON LIMITATION OF LIABILITY FOR MARITIME CLAIMS, 1976; NAMELY 60,000 SDRS (APPROXIMATELY U.S. \$83,000) MULTIPLIED BY THE NUMBER OF PASSENGERS THE SHIP, ACCORDING TO ITS CERTIFICATE, IS ALLOWED TO ACCOMMODATE; NOT TO EXCEED IN ANY EVENT MORE THAN TWENTY-FIVE (25) MILLION SDRS TO APPLY TO THE AGGREGATE OF ALL CLAIMS WHICH ARISE ON ANY DISTINCT OCCASION AGAINST CARRIER, WITH RESPECT TO DAMAGES SUFFERED ON AN INLAND NAVIGATION SHIP, NOT TO BE LESS THAN 720,000 SDRS OR MORE THAN (A) 3 MILLION SDRS FOR SHIPS WITH AN AUTHORIZED PASSENGER TRANSPORT CAPACITY OF NOT MORE THAN 100; (B) 6 MILLION SDRS FOR SHIPS WITH AN AUTHORIZED PASSENGER TRANSPORT CAPACITY OF NOT MORE THAN 180; AND (C) 12 MILLION SDRS FOR SHIPS WITH AN AUTHORIZED PASSENGER TRANSPORT CAPACITY OF MORE THAN 180.

(iv) Nothing in this Contract is intended to nor shall it operate to limit or deprive Carrier of any such rights to limitation of or exoneration from liability as set forth in the above-referenced Conventions. The provisions of the Conventions may be viewed at: [www.amawaterways.com/ca/conventions](http://www.amawaterways.com/ca/conventions).

(b) NOTICE OF CLAIMS AND TIME LIMITS TO FILE SUIT; FORFEITURE OF CLAIMS: PASSENGER MAY NOT MAINTAIN A LAWSUIT AGAINST CARRIER OR THE VESSEL, NOR WILL CARRIER OR THE VESSEL BE LIABLE, FOR DEATH, INJURY OR ILLNESS OF THE PASSENGER, AND ANY SUCH CLAIM SHALL BE FORFEITED, UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS IS DELIVERED TO CARRIER NOT LATER THAN SIX (6) MONTHS AFTER THE DATE THE DEATH, INJURY OR ILLNESS OCCURRED, AND A LAWSUIT ON SUCH CLAIM IS COMMENCED IN THE FORUM DESIGNATED IN SECTION 9 BELOW NOT LATER THAN ONE (1) YEAR AFTER THE DATE OF SUCH DEATH, INJURY OR ILLNESS. FOR ALL OTHER CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOSS OR DAMAGE TO BAGGAGE, BREACH OF CONTRACT, VIOLATIONS OF

CIVIL RIGHTS, DISCRIMINATION, CONSUMER OR PRIVACY LAWS, OR OTHER STATUTORY, CONSTITUTIONAL OR LEGAL RIGHTS, OR OTHER CLAIM WHATSOEVER, PASSENGER MAY NOT MAINTAIN A LAWSUIT AGAINST CARRIER OR THE VESSEL, AND ANY SUCH CLAIM SHALL BE FORFEITED, UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS IS DELIVERED TO CARRIER NOT LATER THAN THIRTY (30) DAYS AFTER THE DATE OF DISEMBARKATION, AND A LAWSUIT ON SUCH CLAIM IS COMMENCED IN THE FORUM DESIGNATED IN SECTION 9 BELOW NOT LATER THAN SIX (6) MONTHS AFTER THE DATE OF DISEMBARKATION. IN THE CASE OF A CLAIM BY OR ON BEHALF OF A MINOR OR LEGALLY INCOMPETENT PERSON, THE TIME PERIODS SET FORTH IN THIS PARAGRAPH SHALL BEGIN TO RUN ON THE EARLIER OF: (I) DATE OF APPOINTMENT OF A LEGAL REPRESENTATIVE FOR THE MINOR OR LEGALLY INCOMPETENT PERSON, OR THEIR ESTATE; OR (II) THREE (3) YEARS AFTER THE DATE OF DEATH, INJURY OR DAMAGE, AS APPLICABLE.

(c) ACTS BEYOND CARRIER'S CONTROL: CARRIER SHALL NOT BE LIABLE TO PASSENGER OR ANY OTHER PERSON OR ENTITY FOR INJURY TO OR ILLNESS OR DEATH OF PASSENGER OR PERMANENT OR TEMPORARY LOSS OF OR DAMAGE TO PASSENGER'S PROPERTY, DELAY OR OTHER LOSS OF ANY KIND CAUSED BY ACT OF GOD, WAR OR WARLIKE OPERATION, TERROR, CIVIL COMMOTION, LABOR TROUBLE, INTERFERENCE BY AUTHORITY, POLITICAL DISTURBANCE, PERIL OF THE SEA, LURCHING OF VESSEL, OR OTHER CAUSE BEYOND CARRIER'S CONTROL; FIRE, THEFT, CRIME, ERROR IN NAVIGATION OR MANAGEMENT OF VESSEL OR DEFECT IN OR UNSEAWORTHINESS OF HULL, MACHINERY, EQUIPMENT, FURNISHING OR SUPPLIES OF THE VESSEL, FAULT OR NEGLECT OF PILOT, AGENT OR INDEPENDENT CONTRACTOR OR ANY OTHER CAUSE OF ANY NATURE EXCEPT AND UNLESS THE INJURY, ILLNESS, DEATH, DAMAGE, DELAY OR LOSS RESULTED FROM CARRIER'S NEGLIGENT ACT OR OMISSION.

IN VARIOUS EUROPEAN PORTS, THE CARRIER SHALL BE REQUIRED BY LOCAL PORT AUTHORITIES TO MOOR THE VESSEL ALONGSIDE ANOTHER VESSEL ALREADY AT BERTH, OR ANOTHER VESSEL MAY BE DIRECTED TO MOOR ALONGSIDE THE VESSEL WHILE AT BERTH. THE BERTHING ARRANGEMENT AT THESE VARIOUS PORTS MAY RESULT IN PASSENGER HAVING LIMITED ACCESS TO THE STATEROOM BALCONY AND/OR AN OBSTRUCTED VIEW OF THE VESSEL SURROUNDINGS. PASSENGERS MAY BE REQUIRED TO DISEMBARK THE VESSEL BY TRAVERSING THROUGH THE PASSENGER AREAS OF THE OTHER VESSEL TO THE QUAYSIDE OR PIER. CARRIER SHALL NOT BE LIABLE TO PASSENGER FOR ANY RESULTING CLAIM BY PASSENGER ARISING FROM THE MOORING ARRANGEMENT IN ANY PORT, WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

(d) CLAIMS FOR EMOTIONAL DISTRESS: CARRIER SHALL NOT BE LIABLE TO PASSENGER UNDER ANY CIRCUMSTANCE FOR INFILCTION OF EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY WHICH WAS NOT: (A) THE RESULT OF PHYSICAL INJURY TO PASSENGER; (B) THE RESULT OF PASSENGER HAVING BEEN AT ACTUAL RISK OF PHYSICAL INJURY; OR (C) INTENTIONALLY INFILCTED BY AN OFFICER OR AGENT OF CARRIER.

(e) INDEPENDENT CONTRACTOR/SHORE TOURS/LIMIT OF LIABILITY: CARRIER MAKES NO REPRESENTATION OR WARRANTY CONCERNING, AND SHALL HAVE NO RESPONSIBILITY FOR, ANY TOUR, SHORE EXCURSION, HOTEL, RESTAURANT, TRANSPORTATION (WHETHER A VESSEL, AIR, RAIL, LAND OR OTHER MEANS) OR OTHER SERVICE NOT OWNED OR OPERATED BY CARRIER. CARRIER SHALL HAVE NO OBLIGATION OR LIABILITY TO PASSENGER FOR ANY ACT OR OMISSION IN CONNECTION WITH OR

ARISING OUT OF ARRANGEMENTS BY PASSENGER OR CARRIER WITH INDEPENDENT CONTRACTORS. ARRANGEMENTS WITH INDEPENDENT CONTRACTORS INCLUDE, BUT ARE NOT LIMITED TO: (1) AIRLINE AND SURFACE TRANSPORTATION; (2) SERVICES OR PRODUCTS OF OTHERS, AVAILABLE FOR PASSENGER'S CONVENIENCE ABOARD THE VESSEL; (3) SERVICES, PRODUCTS OR TRANSPORTATION OFF THE VESSEL FURNISHED BY OTHERS, INCLUDING WITHOUT LIMITATION, SIGHT-SEEING TOURS, PRE-CRUISE AND POST-CRUISE TOURS, EXCURSIONS, SHORE TRIPS AND TENDER SERVICE, WHETHER ARRANGED OR ORGANIZED BY A TOUR OPERATOR, TRAVEL ADVISOR OR BY CARRIER. IN PROVIDING OR SELLING RESERVATIONS OR TICKETS IN CONNECTION WITH ANY SUCH OPTIONAL ACTIVITIES, OR BY ACCOMPANYING YOU DURING SUCH ACTIVITIES, CARRIER DOES SO AS A CONVENIENCE TO PASSENGERS AND SHALL BE ENTITLED TO IMPOSE A CHARGE AND EARN A PROFIT FROM THE SALE OF SUCH EXCURSIONS, SERVICES OR TRANSPORTATION, BUT DOES NOT UNDERTAKE TO SUPERVISE OR CONTROL SUCH INDEPENDENT CONTRACTORS OR THEIR EMPLOYEES, CONVEYANCES OR FACILITIES, AND ACCEPTS NO LIABILITY FOR ANY LOSS, DELAY, DAMAGE, INJURY, DEATH, MISREPRESENTATION OR DISAPPOINTMENT WHATSOEVER RESULTING THEREFROM. CARRIER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE SUITABILITY, SAFETY, INSURANCE OR OTHER ASPECTS OF ANY SUCH INDEPENDENT CONTRACTORS, TRANSPORTATION, TOURS, SERVICES, PRODUCTS OR FACILITIES, AND CARRIER'S LIABILITY FOR NON-PERFORMANCE OF ANY INDEPENDENT CONTRACTOR PROVIDING SUCH FACILITIES OR SERVICES SHALL BE LIMITED TO A REFUND OF THE AMOUNTS RECEIVED BY CARRIER ON THE PASSENGER'S BEHALF, IF ANY.

(f) Medical Treatment: No doctor or nurse is employed by Carrier on the Vessel. Any medical attention required or desired by Passenger during the trip must be sought at local facilities. Carrier makes no representation or warranty that any such service is or will be available at any particular time or place. Passenger shall be responsible for all costs and expenses of medical services, treatment, medications and assistive devices. Carrier shall have no liability for any cost of, or incurred in connection with, medical services, or for quality or any aspect of treatment Passenger receives. Passenger consents to receiving treatment by medical professionals designated by Carrier, and agrees to bear the cost of such treatment, in any circumstance in which Passenger is or appears unable to request or authorize medical treatment and, the Vessel's officer believes medical attention is necessary (even if such belief is incorrect).

9. JURISDICTION, CHOICE OF LAW AND FORUM: THE RESOLUTION OF ANY AND ALL CLAIMS AGAINST CARRIER, RELATING TO OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS CONTRACT AND/OR PASSENGER'S TRAVEL SHALL BE GOVERNED EXCLUSIVELY BY THE LAWS OF SWITZERLAND, EXCLUDING RULES OF CONFLICTS OF LAWS, WHICH THE PASSENGER AGREES REPLACES, SUPERSEDES AND PREEMPTS ANY PROVISION OF LAW OF ANY STATE OR NATION TO THE CONTRARY. PASSENGER AGREES THAT ALL CLAIMS WHATSOEVER ARISING OUT OF OR RELATING TO THIS CONTRACT OR PASSENGER'S TRAVEL SHALL BE LITIGATED BEFORE THE "CIVIL COURT IN BASEL ("ZIVILGERICHL BASEL-STADT), SWITZERLAND", TO THE EXCLUSION OF THE JURISDICTION OF COURTS OF ANY OTHER COUNTRY. PASSENGER CONSENTS TO JURISDICTION AND WAIVES ANY VENUE OR OTHER OBJECTION TO VENUE OR PERSONAL JURISDICTION THAT MAY BE AVAILABLE TO ANY SUCH ACTION OR PROCEEDING BEING BROUGHT IN SAID COURT.

10. CLASS ACTION WAIVER: THIS PASSENGER TICKET CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON YOUR OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION.

11. THIRD PARTY BENEFICIARIES: Passenger agrees that all rights, exemptions from and exclusions of liability, defenses and immunities in this Contract for the benefit of Carrier or the Vessel , shall also benefit any servant, agent or independent contractor of Carrier acting in the course of, or in connection with, their employment or engagement so that in no circumstance shall any such servant, agent or independent contractor, as the result of so acting, be under any liability to Passenger in excess of or of a different nature than that of Carrier .

12. CARRIER'S RIGHT TO CANCEL CRUISE OR CHANGE ITINERARY: No sailing or aspect of travel is guaranteed. Carrier reserves the right, without liability for damages or refund, to advance, alter, delay, amend, cancel, shorten or lengthen any sailing, deviate from the Vessel's advertised or ordinary itinerary or route, omit or change any port(s)-of-call, arrange for substantially equivalent transportation by another vessel and/ or other means of transportation, including without limitation coach or other land transportation, whether belonging to Carrier or not, and to cause Passenger to disembark from the Vessel temporarily or permanently . For example, if performance of the voyage is hindered or prevented, or in Carrier's opinion may be hindered or prevented (even if the opinion is incorrect) by war, terror, hostility, piracy, embargo, blockade, weather, high or low water level, ice, labor conflict, breakdown, congestion, lock malfunction, docking difficulty, or other cause, or if a government or other organization issues an advisory or announcement regarding travel conditions, or if Carrier considers that for any reason, proceeding to, attempting to enter, entering or remaining at a place of disembarkation, or traveling a particular route, may expose the Vessel or any crew or Passenger (s) to risk of injury, loss or damage or delay, or to assist another vessel or try to protect or save life or property, or for other humanitarian goal: (a) Passenger and Passenger's property may be landed at the place of embarkation or any place Carrier or the Captain decides, and Carrier's responsibility shall cease at that place and this Contract shall be deemed to have been fully performed by Carrier; or (b) if Passenger has not embarked, Carrier may cancel the proposed voyage and refund money or fares paid; or (c) Carrier or the Captain may take other action it, he or she deems appropriate, including but not limited to operating the cruise as scheduled, deviating from the Vessel's advertised or ordinary itinerary or route, delaying, advancing or canceling any sailing, omitting or changing any port(s)-of-call, towing or being towed, transferring Passenger and Passenger's Baggage to any other vessel and/or to other means of transportation whether belonging to Carrier or not, and/or causing Passenger to disembark temporarily. In a cancellation prior to sailing, Carrier's only liability will be to refund to Passenger the amount Carrier received pursuant to this Contract. If the cruise is shortened or terminated, Carrier will have the option to make a proportionate refund of the fare or transfer Passenger to another ship or to the port of disembarkation by other means. If the scheduled length of the cruise increases, Passenger will have no responsibility for the cost of any

additional fare, and Carrier will have no responsibility to pay or compensate Passenger for any loss or damage, including consequential damages.

**13. PASSENGER'S WARRANTIES; CARRIER'S RIGHTS TO REFUSE PASSAGE, DISEMBARK OR CONFINE**

PASSENGER: Passenger represents and warrants that Passenger: (a) is physically, emotionally and in all other respects fit to travel; (b) is free from any ailment that creates material risk to Passenger or others from participation in the voyage; (c) will at all times comply with all rules and regulations of the Vessel and all orders and directions of the Vessel's officers and staff; and (d) will not act or behave in any way that inconveniences or impairs the safety, enjoyment or wellbeing of other persons or the safety of the Vessel. Carrier or the Captain shall have the right, without liability for refund, payment, compensation or credit of any kind, to refuse boarding, refuse to transport Passenger, refuse further transport of Passenger, land Passenger at any port or place, confine, quarantine or restrain Passenger, or transfer Passenger to other transportation, based on health or physical condition, mental disorder, violation of a Vessel rule or regulation , failure to follow order or direction of Vessel officer or staff , failure to possess necessary passport, visa and health or vaccination certificate, disruptive behavior, concern that Passenger may be excluded from landing at or entry to a destination by a government's immigration or other authority, or other cause indicating Passenger is unfit or raising doubt about Passenger's fitness to travel on the Vessel, or for any other reason deemed necessary in the sole judgment of the Carrier or Captain (but no such action will be taken for an unlawfully discriminatory reason). If Passenger is refused passage or voluntarily or involuntarily disembarked from the Vessel for a reason described in this section, or other reason including, but not limited to, personal, medical, or business reason, Carrier will have no obligation to refund any portion of the fare received by Carrier, or be responsible for any of Passenger's costs or other losses.

**14. PASSENGERS WITH DISABILITIES:** Carrier does not discriminate unlawfully on the basis of disability.

Because the tours offered occur in various countries, accessible facilities may not be available on board or in many places visited on the cruise and cruise tours we offer. If You (Passenger) have a disability and reasonable accommodation may enable You to use our services, please let Carrier know how we can help. Passenger is requested to inform Carrier in writing, at or immediately after reserving passage, but in any event at the earliest possible time, of any mobility impairment or other physical, emotional or mental condition which may require accommodation or use of an assistive device during the cruise. If the impairment or condition first arises after booking, Passenger is requested to inform Carrier in writing at the earliest possible time. Carrier will consider and may confer with Passenger, regarding possible accommodations. Depending on applicable law, Carrier may: (a) require that a Passenger who, due to impairment, is not self- sufficient, travel with a companion who shall take responsibility for any assistance needed during the voyage and in case of emergency; and (b) exclude an individual with a disability that would result in a direct threat to the health and safety of others or to that individual, if Carrier determines there is a significant risk that cannot be eliminated or reduced to an acceptable level by reasonable modifications to Carrier policies, practices and/or procedures or by appropriate assistive devices or services. If Passenger fails to timely inform Carrier of any impairment or condition and/or it is determined that Passenger's continued participation poses a safety risk to Passenger or direct health or safety threat to others, Passenger may be excluded from embarking or further participation. Carrier and personnel

aboard the Vessel shall have no liability to Passenger relating to any Passenger condition, treatment, failure to inform Carrier of an impairment or resulting exclusion.

**15. CHILDREN:** Any person under age 18 must be accompanied by an adult over age 21 who is the child's parent or legal guardian, or who, prior to Vessel departure, provides Carrier the Parental Consent Guardianship Form signed by the parent or legal guardian.

**16. ALCOHOL:** Carrier reserves the right not to serve any Passenger alcoholic beverages for any reason and as may be required to comply with local laws.

**17. SMOKING:** Smoking is only allowed in designated areas. If a Passenger smokes in non-designated areas, such act constitutes a material breach of this Contract. In the event of such breach, Passenger forfeits all rights including the right to occupy the cabin and stay on board the ship. Carrier may also charge a reasonable cleaning fee to eliminate smoking odors.

**18. USE OF PASSENGER'S LIKENESS:** Passenger agrees that Carrier and its designated partners shall have the right to include photographic, video, audio and visual portrayals in any medium whatsoever for the purpose of advertising, promotion, publicity or otherwise without compensation to Passenger and all rights, title and interest including worldwide copyrights shall be Carrier's sole property free from any claims by Passenger or any person deriving any rights or interest from the Passenger.

**19. INDEMNITY BY PASSENGER:** Passenger shall indemnify, defend and hold Carrier harmless for all penalties, fines, charges, losses, damages, costs and expenses incurred or imposed on Carrier or the Vessel due to any act or violation of law by Passenger.

**20. CONSENT TO SEARCH AND SEIZURE:** Passenger consents to any search of Passenger's person, Baggage or other property, within the Passenger's cabin, personal safe or any location, with or without notice, and to the removal, confiscation and destruction of any contraband or other item(s) which are prohibited by Section 5, or, in the opinion of Carrier or the Captain, may impair Vessel safety or adversely affect the safety, comfort, enjoyment or wellbeing of other Passengers.

**21. PAYMENT BY PASSENGER AND EXTRA EXPENSES:** Any and all payments by Passenger to Carrier shall be made in United States dollars. All charges for services and products provided on board the Vessel must be paid in cash or charged to a credit or debit card acceptable to Carrier before Passenger's final disembarkation from the Vessel. Any other expenses incurred by Passenger or by Carrier on behalf of Passenger shall be payable by Passenger on demand.

**22. CANCELLATION CHARGES:** (Not Applicable for Part Charters or Full Charters) In the unfortunate event a participant must cancel travel, notice to us must be via email, which must include a return receipt and a read notation, or other writing stating clearly and correctly each Passenger name, ship name, start and end date of the cruise and a brief statement of the reason for cancellation. If already issued, unused air tickets must be physically returned to us before they can be cancelled. Cancellation date is the date we receive the written cancellation notice of unused tickets. A change in sailing date, name changes, the

substitution of a participant or a reduction in the number of guests in a stateroom are treated as a cancellation in that all applicable cancellation charges apply. Cancellation charges are per- person, based upon cancellation date, as follows: (i) 121 days or more before departure: \$250 loss of deposit ( Egypt bookings are \$750 and Africa bookings are \$1,500 loss of deposit); (ii) 120-90 days before departure: \$500 loss of deposit ( Egypt bookings are \$1,500 and Africa booking are \$3,000 loss of deposit); (iii) 89-60 days before departure: 35% of cruise or cruise and land price; (iv) 59-31 days before departure: 50% of cruise or cruise and land price; (v) 30 days or less before departure: 100% of cruise or cruise and land price. Cancellation charges also apply to additional charges for upgrades, transfers and other pre-purchased services. Protection plan premiums are non-refundable. Additional cancellation fees apply for air tickets. Except as otherwise provided in Section 11, after travel begins, there is no refund for unused services or unused portions of cruise or cruise/tour. You acknowledge that your cancellation will cause Carrier difficulty in selling a replacement cruise or cruise & land reservation and thus the cancellation fees described apply regardless of whether your cruise or cruise & land reservation is resold. You agree that any losses sustained by the Carrier in the event of cancellation would be very difficult or impossible to quantify, and the cancellation fees are fair and reasonable as liquidated damages.

**23. UNCLAIMED PROPERTY:** Any unclaimed or abandoned personal property that comes into custody or control by Carrier may be disposed of after 45 days under any circumstances. If a Passenger's identification is available Carrier will make a reasonable effort to contact the traveler and attempt to return the item (s) within 45 days. The Passenger will be responsible for any and all fees for storage, shipping and handling to return the item(s).

**24. TRAVEL ADVISOR:** Your travel advisor acts for You in making the arrangements for Your travel. Carrier is not responsible for any representation or conduct of Your travel advisor, including but not limited to, any failure to remit Your deposit or other funds to Carrier, for which You shall at all times remain liable to Carrier, or any failure to remit a refund from Carrier to You. You acknowledge that Your travel advisor acts solely as Your agent, and not as agent for Carrier, and is deemed as Your agent. You further agree that receipt by Your travel advisor of this Contract or any other communications, notices or information from Carrier shall constitute receipt of such materials by You.

**25. NO SOLICITATION:** Passenger agrees not to solicit other Passengers for commercial purposes or advertise goods or services on board the Vessel without Carrier's prior written permission.

**26. INTERPRETATION:** If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be severed from this Contract and of no force and effect and all remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be deemed to be replaced by a lawful provision or reduced to a lawful scope, in either case, that is as close to the purpose and economic content of the invalid or unenforceable provision as is lawful. Headings in this Contract are only for convenient reference and shall not be used to interpret, construe, define or limit any provisions hereof. Whenever the context requires, references to the male gender shall include the female and neuter, and references to the singular shall include the plural, and vice-versa. Passenger acknowledges that the travel contemplated by this Contract is voluntary; Passenger is not obligated to purchase services from Carrier, and thus is not obligated or in any way forced to enter into

this Contract. The provisions of this Contract were developed to achieve a delicate balance and exchange of rights, remedies, limitations, exclusions, risks and risk management and economics between Passenger and Carrier; and the balance provides substantial benefits to Passenger, which Carrier could not offer at the attractive price (s) offered, but for the delicate balance in this Contract. Accordingly, the provisions of this Contract shall be interpreted and construed according to their fair meanings and not strictly for or against any party.

**27. WARRANTIES/CONSEQUENTIAL DAMAGES EXCLUDED:** ALL WARRANTIES INCLUDING WARRANTIES OF FITNESS FOR USE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED FROM THIS CONTRACT. CARRIER SHALL UNDER NO CIRCUMSTANCE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. THERE IS NO WARRANTY THAT EXTENDS BEYOND THE DESCRIPTION OF THE FACE HEREOF. TO THE EXTENT PERMITTED BY LAW, CARRIER SHALL BE EXCLUDED FROM LIABILITY FOR EXEMPLARY OR PUNITIVE DAMAGES.

**28. ENTIRE AGREEMENT:** THE PROVISIONS OF THIS PASSENGER TICKET CONTRACT ARE THE ENTIRE AGREEMENT AND A BINDING CONTRACT BETWEEN PASSENGER AND CARRIER. PASSENGER'S ACCEPTANCE OR USE OF THIS CONTRACT CONSTITUTES PASSENGER'S CONSENT TO THESE PROVISIONS. THESE PROVISIONS SUPERSEDE ANY PRIOR ORAL, IMPLIED, OR WRITTEN REPRESENTATIONS AND AGREEMENTS BETWEEN YOU AND CARRIER. ANY CLAIMED CHANGE IN THESE PROVISIONS IS NOT EFFECTIVE UNLESS IT IS IN WRITING AND SIGNED BY THE PRESIDENT OF CARRIER (AND SUCH SIGNATURE MAY BE CONDITIONED ON A COMMENSURATE INCREASE IN FARE).

By confirming the reservation with payment, the guest/ travel advisor acknowledges that they are aware of and will comply with these Terms. For the most current version of the General Information and Terms, which will supersede the Terms and Conditions published in any of our brochures in the event of a conflict and any prior oral, implied, written or other representation or agreement between you and us, please visit [www.amawaterways.com/ca/terms-conditions/booking-sales](http://www.amawaterways.com/ca/terms-conditions/booking-sales). Prices quoted are in CAD.