

HamrahCruise Terms and Conditions

1. DEFINITIONS AND SCOPE OF CONTRACT

(a) Whenever the word “Hamrah” is used in this Contract it shall mean and include the Radio Hamrah Inc., and all its owners, operators, employees, agents, charterers and tenders. The term “Guest” shall include the plural where appropriate, and means all persons or entities booking or purchasing passage and/or traveling under this Contract, including heirs, representatives and any accompanying minors. The masculine includes the feminine. “Guest” shall have the same meaning as “Passenger” in this Contract.

(b) “Cruise Fare” or “Fare” means the amount paid for the cruise which includes full board, ordinary ship’s food during the voyage, but not gratuities, spirits, wine, beer, soft drinks or mineral waters, shore excursions, salon and spa services, or any other incidental charge or expense. The cruise fare shall be deemed to be earned when paid and not refundable except as stated in Hamrah’s Cancellation Policy.

(c) Cruise Fare does not include Cruise Taxes, Fees, and Port Expenses. “Cruise Taxes, Fees, and Port Expenses” may include any and all fees, charges, tolls and taxes imposed on Hamrah, by governmental or quasi-governmental authorities, as well as third party fees and charges arising from a vessel’s presence in a harbor or port. Cruise Taxes, Fees and Port Expenses may include U.S. Customs fees, head taxes, Panama Canal tolls, dockage fees, wharfage fees, inspection fees, pilotage, immigration and naturalization fees, and Internal Revenue Service fees, as well as fees associated with navigation, berthing, stevedoring, baggage handling/storage, and security services. Cruise Taxes, Fees, and Port Expenses may be assessed per passenger, per berth, per ton or per vessel. Assessments calculated on a per ton or per vessel basis will be spread over the number of passengers on the Vessel. Cruise Taxes, Fees and Port Expenses are subject to change and Carnival and/or Hamrah reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.

(d) Cruise Fare does not include fuel supplement charges, security surcharges, or similar incidental surcharges (“surcharges”); Carnival and/or Hamrah reserves the right to impose or pass any of these surcharges and no right of cancellation shall be implied. “Fuel supplement” shall mean any additional charge to defray a portion of Carnival’s fuel costs. The amount of fuel supplements and government fees and taxes collected are subject to change. Carnival reserves the right to charge a fuel supplement of up to \$9.00 USD, or its equivalent in foreign currency, per person per day, without prior notice, in the event that the price of light sweet crude oil according to the NYMEX (New York Mercantile Exchange Index) is greater than \$70.00 USD per barrel of oil. Carnival may collect any fuel supplement in effect at the time of sailing, even if the cruise fare has been paid in full.

(e) This ticket is valid only for the person(s) named hereon as Guests and cannot be transferred or modified without Hamrah’s written consent. The acceptance or use of this ticket by the

person(s) named hereon as Guests shall be deemed acceptance and agreement by each of them to all of the terms and conditions of this cruise Contract.

(f) All rights, exemptions from liability, defenses and immunities of Carnival and/or Hamrah under this contract shall also inure to the benefit of Carnival's facilities, whether at sea or ashore, servants, agents, managers, affiliated or related companies, suppliers, shipbuilders and manufacturers of component parts and independent contractors, including, but not limited to, shore excursion or tour operators, ship's physician, ship's nurse, retail shop personnel, health and beauty staff, fitness staff, video diary staff, and other concessionaires, who shall have no liability to the Guest, either in contract or in tort, which is greater than or different from that of Carnival and/or Hamrah.

(g) Except as otherwise expressly provided herein, this contract constitutes the entire agreement between Hamrah and Guest and supersedes all other agreements, oral or written. Any alteration to any term of this contract must be in writing and authorized by Hamrah. In the event of a direct conflict between a provision of this contract and a provision of the Cruise Industry Passenger Bill of Rights (PBOR) in effect at the time of booking PBOR controls. Guests purchasing Carnival LIVE concert tickets, spa services or shore excursions through Carnival are subject to the additional terms and conditions at <http://www.carnival.com/legal/shore-excursions-terms.aspx> which are incorporated by reference. Except as provided in Clause 13 below, should any provision of this contract be contrary to or invalid by virtue of the law of the jurisdiction in which this contract is sought to be enforced or be so held by a court of competent jurisdiction, such provision(s) shall be deemed to be severed from the Contract and of no effect and all remaining provisions herein shall be in full force and effect and constitute the Contract of Carriage.

2. NATURE OF CRUISE AND GUEST'S OBLIGATIONS

(a) The Guest admits a full understanding of the character of the Vessel and assumes all risks incident to travel and transportation and handling of Guests and cargo. While at sea or in port the availability of medical care may be limited or delayed. Guest acknowledges that all or part of their voyage may be in areas where medical care and evacuation may not be available. Guest agrees to indemnify and reimburse Hamrah in the event Hamrah elects to advance the cost of emergency medical care, including medical care provided ashore as well as transportation and/or lodging in connection therewith.

(b) Carnival's vessels visit numerous ports in a number of countries. Guests assume responsibility for their own safety and Hamrah cannot guarantee Guest's safety at any time. The United States Department of State, Centers for Disease Control and Prevention and other governmental and tourist organizations regularly issue advisories and warnings to travelers and Hamrah strongly recommends Guests obtain and consider such information when making travel decisions. Hamrah assumes no responsibility for gathering said information. The Guest acknowledges that the cruise may be booked in a location that is susceptible to severe weather systems, including but not limited to, hurricanes, tropical storms and depressions, and that Hamrah reserves the right to alter the ship's course, ports of call, itinerary, activity and shore excursions to avoid such weather systems and insure the comfort and safety of the Guest and crew.

(c) Proper travel documentation and eligibility to travel is required at the embarkation and throughout the cruise. In addition to immigration and customs requirements, the U.S. government and others place restrictions on the carriage of guests whose names appear on government watch lists or who are deemed legally ineligible to travel. It is the guest's sole responsibility to ensure his/her legal eligibility to travel and to bring and have available at all times all required travel documents. Guests are advised to check with their travel agent or the appropriate government authority to determine the necessary documents and travel eligibility requirements. Hamrah may cancel the booking of any guest who is or becomes ineligible to travel for any reason, or who is traveling without proper documentation. Any such Guest, or any Guest who fails to board the ship at embarkation, shall be ineligible to board the ship thereafter without Hamrah's consent, and shall not attempt to do so at the same or another port. Under these circumstances the Guest shall not be entitled to a refund or compensation of any kind. Guest is responsible for all related costs and fines, including without limitation travel expenses and for proper travel documentation for any port, or for departure from or arrival to the US. Under no circumstances shall Hamrah be liable for any costs, damages or expenses whatsoever incurred by any Guest as a result of such failure, cancellation or denial of boarding.

(d) Guest acknowledges receipt of Carnival's applicable brochures and agrees to abide by the terms and conditions of Carnival's brochures and web site, including but not limited to the information contained in the "Frequently Asked Questions" and "Embarkation Information" sections.

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

(f) Hamrah shall refuse boarding to any Guest under the age of twenty-one unless: (1) the Guest is traveling in the same stateroom with an individual twenty-five years or older; (2) traveling in the same stateroom with their spouse; or (3) traveling with a parent or guardian in an accompanying stateroom. Adult guests agree to be responsible at all times for the safety and behavior of their minor guests. Proof of age and/or proof of marriage are required. Hamrah shall not be liable to make any refunds or for any damages with respect to any Guest's failure to provide proper proof of age or marriage or otherwise comply with this provision.

(g) Guests must attend the mandatory safety briefing at the commencement of the cruise and any subsequent briefing ordered by the ship's officer during the cruise. Guests shall comply with all onboard health and safety policies and procedures, and shall familiarize themselves with the nature and character of the ship, as well as, all emergency exits, to assist with safe evacuation in the event of an emergency.

3. BAGGAGE, PERSONAL PROPERTY, PROHIBITED ITEMS, LIMITATION OF LIABILITY

(a) Each fully paid adult Guest will be allowed a reasonable amount of luggage on board containing their personal belongings. Luggage means only trunks, valises, satchels, bags, hangers and bundles with their contents consisting of only such wearing apparel, toilet articles and similar personal effects as are necessary and appropriate for the purpose of the journey.

(b) No tools of trade, household goods, presents and/or property of others, jewelry, money, cameras, documents, valuables of any description including but not limited to such articles as are described in Title 46 of the United States Code section 30503 shall be carried except under and subject to the terms of a special written contract or Bill of Lading entered into with Carnival prior to embarkation upon application of the Guest. The Guest warrants that no such articles are contained in any receptacle or container presented by him as baggage hereunder, and if any such articles are shipped in the Guest's baggage in breach of this warranty, no liability for negligence, gross or ordinary, shall attach to Hamrah for any loss or damage thereto.

(c) Hamrah shall not be liable for: (1) Guest's failure to comply with the requirements set forth in Clauses 4(a) and 4(b); (2) any loss or damage before baggage comes into Hamrah's actual custody on board or after baggage leaves Hamrah's actual custody on board, including, but not limited to, loss or damage by airlines or other transportation services; (3) any loss or damage of baggage while not in the actual possession, custody and control of Hamrah; (4) damage due to wear, tear or normal usage; (5) any loss or damage of perishable items, medicine, liquor, cash, securities or other financial instruments, or (6) any loss or damage while in the custody and control of stevedores.

(d) It is stipulated and agreed that the aggregate value of Guest's property, does not exceed \$50 USD per guest or bag with a maximum value of \$100 USD per stateroom regardless of the number of occupants or bags and any liability of Hamrah for any cause whatsoever with respect to said property shall not exceed such sum, unless the Guest shall in writing, delivered to Hamrah, prior to embarkation, declare the true value thereof and pay to Hamrah prior to embarkation a sum equal to 5% of the excess of such value. If Hamrah shall be held liable for the loss of or damage to Guest's baggage or property it is agreed that such liability shall not exceed the lesser of: (1) the actual cash value, or (2) value declared in the manner above provided (up to U.S. \$100 USD if no such declaration has been made). Declared value amounts to be proportionately reduced in any case where less than all of Guest's baggage or property is lost, delayed or rendered unusable due to damage. In no event shall Hamrah be liable to pay any compensation if the nature or value of the property has been misrepresented.

(e) No Guest is permitted, to bring on board the vessel live animals (other than qualified service animals, with not less than 14 days advance notice given to Hamrah). Guest will be solely responsible for any and all damage and/or loss caused by service animals.

(f) Weapons, firearms, contraband, ammunition, explosives, incendiary devices, or other dangerous items are strictly prohibited aboard the vessel. Hamrah reserves the right to confiscate,

destroy and/or turn over to authorities these or any other items it deems in its sole discretion to be detrimental to the safety or comfort of any person or which are otherwise improperly in the possession of any Guest. Each Guest warrants that no such articles are contained in any receptacle or container carried or presented as baggage. Alcoholic beverages are prohibited except as provided for in clause 8(f). All Guests agree Hamrah has, at all times with or without notice, the right to search Guest's baggage and/or personal effects for any of the prohibited items, at any location, to ensure compliance with these restrictions. Any Guest who refuses any such search or screening, or any Guest traveling with such items, may be denied boarding or disembarked and no refund of the cruise fare will be issued. The Guest will be solely responsible for any and all damage and/or loss caused by his violation of this policy.

4. FITNESS TO TRAVEL, SPECIAL NEEDS, PREGNANCY, INFANTS, DRINKING, DISEMBARKATION

(a) The Guest warrants that he and those traveling with him are physically and emotionally fit to travel at the time of embarkation, and further certifies that such Guests have no medical or emotional condition that would endanger any Guest or others. Any Guest with special medical, physical or other needs requiring medical attention or special accommodation during the voyage is requested to notify Hamrah in writing at the time of booking of such special need. Upon booking the cruise, guests who have special needs are requested to contact Hamrah's Special Needs Desk (305-599-2600 ext. 70025) to discuss the details of their special needs. Hamrah recommends that any Guest who is not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the voyage and in case of emergency.

(b) Carnival reserves the right to refuse passage, disembark or confine to a stateroom any Guest whose physical or mental condition, or behavior would be considered in the sole opinion of the Captain and/or the ship's physician to constitute a risk to the Guest's own well-being or that of any other Guest or crew member. Guest understands and acknowledges that in addition to the limitations on medical care described in Clause 2 (a), prenatal and early infant care, in particular, may require specialized diagnostic facilities and/or treatment that are not obtainable during the cruise on board the ship and/or ashore in ports of call. Therefore, the Guest agrees not to book a cruise or board the ship if at any time during the cruise she will enter the 24th week of estimated gestational age, nor for or with infants less than six months old--for trans-ocean crossings, South America and Hawaii the infant must be at least twelve months of age at the time of embarkation to sail. Hamrah reserve the right to disembark any guest whose behavior affects the comfort, enjoyment, safety or wellbeing of other guests or of any crew. All expectant Guests further agree to provide Hamrah, prior to embarkation, with a physician's statement verifying that her gestational status is in accordance with this policy, and certifying her fitness to travel even if she will be less than twenty-four weeks pregnant. Failure to do so shall result in the cancellation of the Guest's reservation without refund, compensation or payment except as set forth in Hamrah's cancellation policy described, based on the timing of such cancellation.

5. CANCELLATION BY GUEST, REFUNDS

Reservations will be held until 30 minutes prior to departure. No refunds will be made in the event of “no shows”, unused tickets, lost tickets, interruptions, partially used tickets, cancellations received late or after the start of the cruise, or for Pack & Go program purchases. Cancellation charges for individual bookings will be assessed based on the HamrahCruise Cancellation Policy.

6. COMPLIANCE WITH RULES, SOLICITATION, SMOKING, DRINKING, ILLEGAL ACTIVITY, SEARCHES, AND BEVERAGE POLICY

(a) Guest agrees during the course of the voyage to follow the directions of the ship’s Master, or his authorized officer. Guest further agrees not to solicit anyone on the vessel for any commercial or professional purposes. Guest agrees that any violation of this Clause may subject guest to disembarkation.

(b) Guest acknowledges that Carnival’s vessels contain non-smoking sections. Guest agrees to refrain from smoking in those sections and agrees that Hamrah has the right to disembark the Guest for failure to observe Hamrah’s non-smoking policy.

(c) Any and all forms of smoking, including but not limited to, cigarettes, cigars, electronic cigarettes, and personal vaporizers, are strictly prohibited onboard except in designated exterior open deck areas, certain night clubs, and designated areas in the casino. All staterooms and suite accommodations are entirely smoke free, including the outside balcony (Effective October 9, 2014). Guest agrees to strictly comply with Carnival’s non-smoking policy. Guest further acknowledges and agrees that any violation of this policy shall, in the sole discretion of Hamrah, constitute a material breach of this cruise contract. In the event of such breach, Guest forfeits all rights hereunder, including the right to remain on board. Hamrah reserves the right to disembark the Guest(s), at any port, as determined by Hamrah. Hamrah shall not be liable for any refund or other compensation or damages whatsoever to any Guest disembarked pursuant to this provision, or who disembarks because another Guest is so disembarked, and all such Guests forfeit all rights under Carnival’s “Vacation Guarantee.” Guest and Hamrah further agree that any violation of the non-smoking policy would also cause Hamrah to incur damages, including but not limited to, loss of guest goodwill, revenue, cleaning, maintenance and/or other costs. Guest and Hamrah expressly acknowledge the difficulty of ascertaining the amount of such damages, and therefore agree that a reasonable estimate of the damages for any violation of the non-smoking policy is \$250 USD. Guest authorizes a charge in this amount as liquidated damages, as well as repatriation expenses (including airfare) against Guest’s on board charge account, without further notice, for any violation of the non-smoking policy.

(d) Guest agrees, in all ports of call, to return to the Vessel not less than 30 minutes before the scheduled departure time. Guest further acknowledges that shipboard and shore side clocks may have different times, but it is Guest’s responsibility to return to the vessel so as not to miss vessel’s departure. Any costs associated with transporting Guest to rejoin the vessel including, but not limited to, governmental fees, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees shall be for the account of Guest.

(e) Hamrah has a “zero tolerance” policy toward any illegal activity or behavior by Guests or crew aboard. Guest agrees to comply with this policy and further acknowledges that it is Hamrah’s policy to report incidents of illegal activity or behavior to the appropriate law enforcement authorities.

(f) Beverage Policy: For safety reasons, guests are prohibited from bringing alcoholic beverages on board with the following exception: At the beginning of the cruise during embarkation day, guests (21 years of age and older) may carry on in their hand luggage, one 750 ml bottle of sealed/unopened wine or champagne per person. A \$15 corkage fee (a charge exacted at a restaurant for every bottle of wine served that was not bought on the premises), per 750 ml bottle, will be charged should guests wish to consume their wine or champagne in a main dining room, steakhouse or bar. Guests are also prohibited from bringing water, sodas and other non-alcoholic beverages on board that are packaged in bottles. A small quantity of non-alcoholic beverages (i.e., sparkling water, sodas, juice, milk) packaged in cans or cartons may be brought on board on embarkation day, only if carried on in guests’ hand luggage (not in checked luggage). A small quantity is considered a maximum of 12 sealed, unopened cans/cartons of 12 ounces each or less per person. Any hard liquor, beer, other forms of alcoholic beverage, and non-alcoholic beverages, outside of the exceptions referenced above, are strictly prohibited (in both carry-on and checked luggage) and such items will be confiscated and discarded and no compensation will be provided. Alcoholic beverages purchased in the vessel’s gift shops or at a port of call will be retained by Hamrah until the end of the voyage. Hamrah reserves the right to refuse to serve alcohol to any passenger. Guest acknowledges that the minimum age permitted for the purchase, possession or consumption of alcoholic beverages aboard Hamrah’s vessels is twenty-one (21). Guest agrees to supervise all persons under age twenty-one (21) under Guest’s charge to insure that they do not violate this, or any other, shipboard regulation. Guests who attempt to purchase alcohol by using false identification or the Sail & Sign card of a Guest who is twenty-one or older will be deemed in violation of this policy. Any Guest twenty-one or older who attempts to or purchases alcohol for any guest under twenty-one will also be deemed in violation of this policy. Guest agrees that Hamrah has the right to disembark any guest who violates this policy and as well as any adults traveling with minors who violate this policy or any other shipboard regulation.

7. PERSONAL DATA; VIDEO SURVEILLANCE; RIGHT TO SEARCH OR INSPECT; PRIVACY NOTICE AND PUBLIC WIRELESS SERVICES

(a) Hamrah may utilize closed circuit television or other surveillance means onboard the vessel.

(b) All Guests agree Hamrah has, at all times with or without notice, the right to enter and search Guest’s stateroom, personal safe or storage spaces, or to search or screen any Guest, and/or personal effects, at any location, to ensure compliance with any of the restrictions set forth in this agreement. Any Guest who refuses any such search or screening may be denied boarding or disembarked and no refund of the cruise fare will be issued.

(c) Guests may provide personal data to Hamrah that may include names, postal or email addresses, date of birth, passport information, financial account, telephone numbers, likenesses, photographs or other information which would identify Guests personally. Guests may also provide Hamrah or others certain sensitive data such as health, medical, dietary, religious, gender or sexual orientation information. All Guests agree that Hamrah may (1) keep their personal and sensitive data, (2) use it in its business worldwide in accordance with its published privacy policies, (3) share it with its affiliated or related companies and (4) subject it to processing worldwide provided Hamrah's safeguards are used.

(d) All Guests agree that Hamrah may disclose personal or sensitive data to unaffiliated third parties (1) with the Guest's consent or authorization, (2) to help complete a transaction for the Guest, (3) to comply with law, applicable regulations, governmental and quasi-governmental requests, orders or legal process, (4) to enforce this or other agreements or protect the rights, safety or property of Hamrah or others, (5) as part of a purchase, sale, or transfer of assets or our business, (6) to Hamrah's agents or service providers to perform functions on its behalf, or (7) as otherwise described in Hamrah's published privacy policies, as amended from time to time.

(e) Hamrah may, but will not be required to, make wireless access to the Internet or access to wireless telephone services ("Wireless Services") available to Guests on board either directly or through a third party service provider. All Guests agree that use of Wireless Services is at their own risk and that Hamrah shall not be liable to Guests in any manner for claims, losses or damages resulting therefrom. Guests' use of Wireless Services onboard is public; privacy of any information sent or received is not guaranteed. Personal data may be available to third-party service providers and Hamrah is not liable under any circumstances for any lack of privacy while using Wireless Services. All Guests agree that Hamrah has the right, but not the obligation to monitor, record, intercept and disclose any transmissions over or using Wireless Services aboard the vessel, and to provide billing, account, or use records, and related information relating to all Wireless Services as it deems appropriate in its sole discretion (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect Hamrah's rights, passengers or property). All Guests agree that their use of Wireless Services is governed by Hamrah's Terms and Conditions of Wireless Services [contained in your Folio or available on connection to the internet in addition to] any terms and conditions imposed by a third-party Wireless Services provider.

(f) Hamrah may use facial recognition technology on all photos taken by Hamrah during Guest's voyage as well as those photos Guest uploads to Hamrah's mobile app. When Guest downloads Hamrah's mobile app, Guest will be asked for consent to have himself/herself identified using facial recognition technology, so that Guest can locate pictures that onboard photographers and other guests have taken during Guest's voyage. If Guest consents, Hamrah will match these other photos to Guest's name and SPMS Guest ID. If Guest does not consent to be identified via facial recognition technology, others' photos will not be connected to Guest's name or SPMS Guest ID. Hamrah deletes all un-identified photos within thirty (30) days after the end of each voyage. Any photos that have been identified and linked to Guest's SPMS Guest ID will be retained for thirty (30) days after the end of the voyage. Hamrah does not share facial recognition records with any third parties outside of the Hamrah Corporation & plc group of companies. For more information about facial recognition technology, please email Hamrah at specialservicessupport@carnival.com.

8. GUEST'S REIMBURSEMENT FOR FINES, EXPENSES, DEBTS AND DAMAGES

(a) The Guest shall be liable to and shall reimburse Hamrah for any fines or penalties imposed on Hamrah by any government, governmental agency or official, port or port official, for Guest's failure to observe or comply with local requirements in respect of immigration, border patrol, customs and excise, agriculture, health or any other government regulation whatsoever.

(b) The Guest or Guest's estate shall be liable to and shall reimburse Hamrah for all deviation expenses (including loss of revenue), damages to the Vessel, its furnishings, operations or equipment, or any property of Hamrah caused directly or indirectly, in whole or in part, by any misconduct, willful or negligent act or omission on the part of the Guest or any minors traveling with Guest. The Guest or Guest's estate shall defend and indemnify Hamrah and the Vessel, their servants and agents against liability which Hamrah or the Vessel or such servants or agents may incur towards any person, company or Government for any damage to property, personal injury or death caused directly or indirectly, in whole or in part, by any misconduct, willful or negligent act or omission on the part of the Guest or minors traveling with Guest.

(c) Hamrah and the Vessel shall have a lien upon all baggage, money and other property whatsoever accompanying the Guest and the right to sell the same by public auction or otherwise for all sums whatsoever due from the Guest under this Contract and for the costs and expenses of enforcing such lien and such sale.

9. INDEPENDENT CONTRACTORS, SHORE EXCURSIONS AND OTHER SERVICES

(a) Guest acknowledges that all Shore excursions/tours (whether conducted in the water, on land or by air), airline flights and ground transportation, as well as the ship's physician, and on board concessions (including but not limited to, the gift shops, spa, beauty salon, fitness center, golf and art programs, video/snorkel concession) are either operated by or are independent contractors. Even though Hamrah shall be entitled to collect a fee and earn a profit from the ticketing or sale of such services by such persons or entities, Hamrah neither supervises nor controls their actions, nor makes any representation either expressed or implied as to their suitability. Hamrah, in arranging for the services called for by the physician or nurse, all on board concessions, all shore excursion/tour tickets, all pre and post cruise airline flights or other transportation off of the ship and its tenders, does so only as a convenience for the Guest and Guests are free to use or not use these services. Guest agrees that Hamrah assumes no responsibility, does not guarantee performance and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury or delay to Guest and/or Guest's baggage, property or effects in connection with said services. Guests use the services of all independent contractors at the Guest's sole risk. Independent contractors are entitled to make a proper charge for any service performed with respect to a Guest.

(b) Guest acknowledges that the ship's masseuse, barber, hair dresser, manicurist, fitness or golf instructor, videographer, art auctioneer, gift shop personnel, wedding planners or other providers of personal services are employees of independent contractors and Hamrah is not responsible for their actions. Guest further acknowledges that although independent contractors or their employees may use signage or clothing which contains the name "Hamrah" or other related trade names or logos, the independent contractor status remains unchanged. Independent contractors, their employees and assistants are not agents, servants or employees of Hamrah and have no authority to act on behalf of Hamrah.

10. LIMITATIONS OF HAMRAH'S LIABILITY

(a) In consideration for the fare paid, it is agreed that Hamrah shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by Hamrah nor for any intentional or negligent acts of Hamrah's employees committed while off duty or outside the course and scope of their employment.

(b) In consideration for the fare paid, it is agreed that Hamrah shall have no liability as a consequence of guest's use of ship's athletic or recreational equipment or as a consequence of guest's decision to participate in any athletic or recreational activity or event.

(c) On international cruises which neither embark, disembark nor call at any U.S. port and where the Guest commences the cruise by embarkation or disembarks at the end of the Cruise in a port of a European Member State, Hamrah shall be entitled to any and all liability limitations and immunities for loss of or damage to luggage, death and/or personal injury as provided under EU Regulation 392/2009 on the liability of carriers to passengers in the event of accidents. Unless 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 the Regulation), Hamrah's liability is limited to no more than 400,000 Special Drawing Rights ("SDR") (approximately U.S. \$608,000, which fluctuates depending on the daily exchange rate as published in the Wall Street Journal) if the passenger proves that the incident was a result of Hamrah's fault or neglect. If the loss or damage was caused by a shipping incident, Hamrah's liability is limited to no more than 250,000 SDRs (approximately U.S. \$380,000, which fluctuates depending on the daily exchange rate as published in the Wall Street Journal). Compensation for loss caused by a shipping incident can increase to a maximum of 400,000 SDRs unless Hamrah proves that the shipping incident occurred without Hamrah's fault or neglect. Shipping incidents do not include acts of war, hostilities, civil war, insurrection, natural disasters, or intentional acts or omissions of third parties. In cases where the loss or damage was caused in connection with war or terrorism, Hamrah's liability for any personal injury or death (whether occurring during a shipping incident or a non-shipping incident) is limited to the lower of 250,000 SDRs per passenger or 340 million SDRs per ship per incident. Punitive damages are not recoverable for cruises covered by EU Regulation 392/2009. For a copy of EU Regulation 392/2009, visit:

(d) Hamrah shall not be liable to the passenger for damages for emotional distress, mental suffering/anguish or psychological injury of any kind under any circumstances, except when such

damages were caused by the negligence of Hamrah and resulted from the same passenger sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are held to be intentionally inflicted by Hamrah.

(e) In addition to all the restrictions and exemptions from liability provided in this Contract, including under clause 10(c) for cruises that embark or disembark in a port of a European Member State, on all cruises Hamrah shall also have the benefit of all statutes of the United States of America providing for limitation and exoneration from liability and the procedures provide thereby, including but not limited Title 46 of the United States Code sections 30501 through 30509, and 30511. Nothing in this Contract is intended to nor shall it operate to limit or deprive Hamrah or any such statutory limitation of or exoneration from liability under any applicable laws.

11. JURISDICTION, VENUE, ARBITRATION, TIME LIMITS FOR CLAIMS AND GOVERNING LAW

(a) Hamrah shall not be liable for any claims whatsoever for personal injury, illness or death of the guest, unless full particulars in writing are given to Hamrah within 185 days after the date of the injury, event, illness or death giving rise to the claim. Suit to recover on any such claim shall not be maintainable unless filed within one year after the date of the injury, event, illness or death, and unless served on Hamrah within 120 days after filing. Guest expressly waives all other potentially applicable state or federal limitations periods.

(b) Hamrah shall not be liable for any claims whatsoever, other than for personal injury, illness or death of the Guest, unless full particulars in writing are given to Hamrah within 30 days after the Guest is landed from the Vessel or in the case the Voyage is abandoned, within 30 days thereafter. Legal proceedings to recover on any claim whatsoever other than for personal injury, illness or death shall not be maintainable unless commenced within six months after the date Guest is landed from the Vessel or in the case the Voyage is abandoned, within six months thereafter, and unless served upon Hamrah within 120 days after commencement. Guest expressly waives all other potentially applicable state or federal limitation periods for claims which include, but are not limited to, allegations concerning any and all civil rights, the ADA, trade practices and/or advertising.

(c) Except as provided in Clause 13 (d) below, it is agreed by and between the Guest and Hamrah that all disputes and matters whatsoever arising under, in connection with or incident to this Contract or the Guest's cruise, including travel to and from the vessel, shall be litigated, if at all, under the laws of the State of California.

(d) Any and all disputes, claims, or controversies whatsoever, other than for personal injury, illness or death of a Guest, whether brought in personam or in rem or 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 Guest's cruise, no matter how described, pleaded or styled, between the Guest and Hamrah, with the sole exception of claims

brought and litigated in small claims court, 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 Los Angeles County, CA, U.S.A. to the exclusion of any other forum. Guest hereby consents to jurisdiction and waives any venue or other objection that may be available to any such arbitration proceeding in Miami-Dade, Florida. The arbitration shall be administered by National Arbitration and Mediation ("NAM") under its Comprehensive Dispute Resolution Rules and Procedures and the fee schedule in effect at the time of initiating the proceeding with NAM, which are deemed to be incorporated herein by reference.

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). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT GUEST OR HAMRAH 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. Hamrah and Guest further agree to permit the taking of a deposition under oath of the Guest 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 13 (c) above governing venue and jurisdiction shall exclusively apply to any lawsuit involving claims described in this Clause.

(e) Except as expressly provided in Clause 12 (c), any and all disputes whatsoever arising out of or relating to this Contract or Guest's Cruise as well as the interpretation, applicability and enforcement of this Contract shall be governed exclusively by the general federal maritime law of the United States, without regard to choice of law rules, which replaces, supersedes and preempts any provision of law of any other state or nation, however, the terms of this Contract do not displace non-excludable consumer laws applicable in jurisdictions outside the United States.

12. CLASS ACTION WAIVER

THIS CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON GUEST'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, GUEST AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY GUEST INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND GUEST EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING GUEST TO PARTICIPATE IN A CLASS ACTION. IF GUEST'S CLAIM IS SUBJECT TO ARBITRATION UNDER CLAUSE 13 (d) ABOVE, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. GUEST AGREES THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SECTION 13 (d) 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.

13. HAMRAH'S USE OF GUEST'S LIKENESS

Each Guest grants Hamrah and/or its promotional partners the exclusive right to include photographic, video and other visual portrayals of Guest in any medium of any nature whatsoever for any purpose including without limitation trade, advertising, sales, publicity or otherwise, without compensation to Guest, and all rights, title and interest therein (including all worldwide copyrights therein) shall be Hamrah's sole property, free from any claims by Guest or any person deriving any rights or interest from Guest. Each Guest understands and agrees that professional onboard photographers may photograph Guest, and that those photos may be processed, displayed and sold to Guests and others.

14. GUEST'S USE OF PHOTOS, VIDEOS OR RECORDINGS PROHIBITED

Guest hereby expressly agrees that he/she will not utilize any tape recording, video, or photograph(s) of himself/herself, any other guest, crew, or third party on board the vessel, or depicting the vessel, its design, equipment, or any part thereof whatsoever, for any commercial purpose or in any media broadcast, or for any other non-private use, without the express written consent of Hamrah. Guest acknowledges that by boarding the vessel, at any time, Guest irrevocably agrees to this provision, which is a condition precedent to being permitted on board the vessel and can be enforced by any legal means, including, but not limited to, injunctive relief.

15. GUEST'S OBLIGATIONS FOR EXPENSES OR IF CONFINED, DENIED BOARDING OR DISEMBARKED

(a) Guest agrees if Hamrah incurs any expense or sustains any damage as delineated in but not limited to Clauses 2, 4, 8, 10 and this Clause, that Hamrah may charge Guest's on-board charge account for any expense incurred or damage sustained.

(b) If guest is denied boarding, confined to a stateroom or disembarked from the vessel pursuant to any provision of this contract, including but not limited to Clauses 2, 4, 5, or 8, guest agrees:

i. Hamrah will not be liable for any refund of Cruise Fare, other compensation or any damages;

ii. All rights under Hamrah's Vacation Guarantee are forfeited. This forfeiture also applies to any guest who disembarks because another guest is disembarked;

iii. Disembarkation and repatriation to the embarkation port or any other destination will be at guest's sole expense; and,

iv. To indemnify Hamrah and that Hamrah may charge Guest's on-board charge account for any and all expenses incurred by Hamrah in relation to Guest's disembarkation and/or repatriation.