

## **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 CroisiEurope 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:**

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

More than 123 days before departure: CAD\$ 250 is non-refundable  
122-93 days before departure: CAD\$ 500 is non-refundable  
92-62 days before departure: 35% of the total tour price  
61-32 days before departure: 50% of the total tour price  
31-9 days before departure: 80% of the total tour price  
8 days or less before departure: 100% of the total tour price

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, premium beverages and 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.)

All ship transport is provided according to terms and conditions of the Passenger Ticket Contract as set out below and included in the final documentation. Please carefully read the Passenger Ticket Contract which is a binding contract between you as the passenger and AmaWaterways GmbH, (the Carrier), and governs all dealings between you and Carrier. The Passenger Ticket Contract, is governed by the laws of Switzerland, and establishes limits of liability, limits on claims, and time limits for making claims, as well as other restrictions, limits and disclaimers limiting Carrier's liability for your death, illness, injury, or damage claims relating to baggage or personal property. It 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.

#### **Passenger Ticket Contract Terms**

PLEASE READ ALL OF THIS CONTRACT BEFORE TAKING FURTHER STEPS REGARDING BOOKING YOUR TRAVEL.

NOTICE: THIS IS A LEGALLY BINDING CONTRACT BETWEEN PASSENGER AND CARRIER.

THIS CONTRACT AFFECTS YOUR LEGAL RIGHTS AND REMEDIES, AND PROVIDES PROTECTIONS TO EACH OF THE ENTITIES IDENTIFIED AS "CARRIER" AND THEIR AFFILIATED ENTITIES AND PERSONNEL. FOR EXAMPLE, THIS CONTRACT CONTAINS STRONG LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS REGARDING CLAIMS FOR INJURY TO OR DEATH OF ANY PASSENGER AND LOST OR DAMAGED BAGGAGE OR PROPERTY. PLEASE READ THE ENTIRE CONTRACT, ESPECIALLY SECTIONS 7, 8, 9, 10, AND 26 WHICH LIMIT YOUR RIGHTS TO ASSERT CLAIMS AGAINST CARRIER, THE VESSEL AND OTHERS, AND INCLUDE PROVISIONS RELATING TO GOVERNING LAW, FORUM SELECTION, JURISDICTION AND TIME LIMITS FOR BRINGING LAWSUITS.

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 AGREE TO EXPLICITLY ACCEPT AND BE BOUND BY ALL THE TERMS OF THIS CONTRACT. THIS CONTRACT IS BINDING ON YOU EVEN THOUGH IT DOES NOT REQUIRE YOU OR THE CARRIER TO SIGN IT.

CARRIER ACCEPTS AND CARRIES YOU AND BAGGAGE ONLY ON THESE TERMS. IF YOU DISAGREE WITH, OR ARE UNWILLING TO BE BOUND BY ANY OF THE TERMS OF THIS CONTRACT, PLEASE DO NOT PARTICIPATE IN THE TRAVEL BEING OFFERED BY CARRIER.

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.

THIS CONTRACT IS A BINDING AGREEMENT BETWEEN YOU AND CARRIER, AND CARRIER'S AGENTS, SERVANTS AND EMPLOYEES. THE LIMITS OF LIABILITY CONTAINED IN THIS CONTRACT APPLY TO CLAIMS AGAINST ALL PARTIES LISTED IN THE DEFINITION OF "CARRIER".

#### 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 AmaWaterways, Gmbh, an entity organized under the laws of Switzerland, which owns and operates the Vessels and its shareholders, members, owners, directors, officers and employees, the Vessels operated by Carrier, and the Vessels' owners, managers, operators, charterers, agents, crew, pilots, and employees. For purposes of the defenses, limitations of liability and the rights of Carrier as stated in this Contract only, the term "Carrier" also includes AmaWaterways, LLC, a California limited liability Carrier, Amadeus Waterways, Inc., a California corporation, and Cruising Investments (USA) Ltd, a California corporation, which have ownership interests in one or more of AmaWaterways, Gmbh and/or AmaWaterways, LLC, each parent and/or wholly or partially owned subsidiary entity of these companies and their shareholders, members, owners, directors, officers, sales representatives and employees, and concessionaires, independent contractors, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities,

whether provided at sea or on shore, belonging to any Vessel or owned or operated by Carrier.

"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, including all its terms and conditions, and all treaties, international conventions and other terms that are incorporated by reference into 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, including but not limited to the following: AmaKristina; AmaViola; AmaStella; AmaSerena; AmaVenita; AmaSonata; AmaReina; AmaPrima; AmaCerto; AmaVerde; AmaBella; AmaLyra; AmaDolce; AmaDante; AmaCello; AmaLegro; AmaDagio; AmaVida; AmaLotus; AmaDara; AmaPura and Zambezi Queen.

2. **NON-TRANSFERABILITY:** This Contract grants passage for only the Passenger(s) named on the final 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 final documents and acCarriering 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, 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 agent 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 and timely boards the Vessel prior to departure.

4. **BAGGAGE LIMIT AND LABELLING:** 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 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 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 handcarried 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.

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. 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 BELONGING 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. CARRIER'S LIABILITY FOR THE LOSS OR DAMAGE MUST FIRST BE PROVEN BEFORE ANY SETTLEMENT WILL BE PAID. 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. Carrier's liability for the loss or damage must first be proven before any settlement will be paid.

8. LIMITS OF CARRIER'S LIABILITY; NOTICE OF AND TIME LIMITS FOR CLAIMS:

(a) Limitations of Liability 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 loss of or damage to luggage and property, death, illness and/or personal injury as provided under the Strasbourg Convention on the Limitations of Liability of Owners of Inland Navigation Vessels, (1988) ("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 \$92,000 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 loss of or damage to luggage and property, death, illness and/or personal injury as provided under the 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 for death of or personal injury to a Passenger to no more than 46,666 SDR's (approximately \$72,000 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 (collectively "Conventions"), Carrier shall have the benefit of any limitation of or exoneration from liability under any statute or law of any country or any other applicable laws including, without limitation, the Convention on Limitation of Liability for Maritime Claims, 1976. 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.

(iv) The provisions and limitations of each of the Conventions are deemed to be incorporated by this reference into this Contract. The Conventions in most cases limit Carrier's liability for death, personal injury, and lost or damaged property. The provisions of the Conventions may be viewed by clicking [here](#).

(b) Notice Of Claims And Time Limits To File Suite: Passenger may not maintain a lawsuit against Carrier or the Vessel, nor will Carrier or the Vessel be liable, for loss of life or bodily injury unless written notice of the claim is delivered to Carrier not later than six (6) months after the date of death or injury, the lawsuit is commenced not later than one (1) year after the date of death or injury, and valid service of the lawsuit on Carrier or the Vessel, as applicable, is made within ninety (90) days after commencement of the lawsuit. 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, Passenger may not maintain a lawsuit against Carrier or the Vessel, unless Carrier is provided written notice of the claim within thirty (30) days after the date of disembarkation, the lawsuit is commenced not later than six (6) months after the date of disembarkation, and valid service of the lawsuit on the Vessel or Carrier, as applicable, is made within thirty (30) days after commencement of the lawsuit. In the case of a claim by or on behalf of a minor or legally incompetent person, the above time periods 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.

(d) Claims for Emotional Distress: Carrier shall not be liable to Passenger under any circumstance for infliction 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 inflicted 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 agent or by Carrier. In providing or selling reservations or tickets in connection with any such optional activities, or by acCarriering 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).

(g) PASSENGER AGREES THAT IF EITHER: (i) THE WRITTEN CLAIM IS NOT MADE WITHIN THE TIME PROVIDED IN THIS SECTION 8, OR (ii) THE SUIT IS NOT COMMENCED WITHIN THE TIME PROVIDED IN THIS SECTION 8, THEN IN EITHER CASE, PASSENGER SHALL BE DEEMED TO HAVE WAIVED AND RELEASED ANY RIGHT TO MAKE A CLAIM AGAINST CARRIER FOR ANY SUCH BODILY INJURY, EMOTIONAL DISTRESS OR INJURY OR DEATH OR ANY OTHER DAMAGE OR LOSS.

9. JURISDICTION, CHOICE OF LAW AND FORUM: Passenger acknowledges that AmaWaterways GmbH is based in Basel, Switzerland. Accordingly, this Contract is deemed to be made and entered into in Basel, Switzerland. The resolution of any and all claims 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 ("Zivilgericht 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. 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.

11. ITINERARY/RIGHT TO CHANGE/DETENTION: 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.

12. HEALTH AND SECURITY: 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 safety of other Passengers or 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 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 in the 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.

13. IMPAIRMENT; DISABILITY: Carrier does not discriminate unlawfully on the basis of disability. 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 shall 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 shall inform Carrier in writing at the earliest possible time. Carrier will consider and may confer with Passenger, regarding possible accommodations. 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 it is determined based on information that

Passenger should have provided, 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 item(s) which are prohibited by Section 5, or, in the opinion of Carrier or the Captain, may impair Vessel safety or inconvenience other Passengers.

20. PAYMENT BY PASSENGER AND EXTRA EXPENSES: Any and all payments by Passenger to Carrier shall be made in United States dollars. (Notwithstanding the payment of the base cruise & land fare and port charges which must be paid by Passenger to GLP Worldwide on behalf of Carrier). 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.

21. 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. Other forms of notice are not sufficient. 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 name change or substitution of participant is also treated as a cancellation in that all cancellation charges apply. Cancellation charges are per-person, based upon cancellation date, as follows: (i) more than 121 days before departure: \$200 loss of deposit (Africa bookings are \$1,200 loss of deposit); (ii) 120-90 days before departure: \$400 loss of deposit (Africa booking are \$2,400 loss of deposit); (iii) 89 60 days before departure: 35% of cruise or cruise and land price; (iv)

59-30 days before departure: 50% of cruise or cruise and land price; (v) 29-7 days before departure: 80% of cruise or cruise and land price; (vi) 6 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.

22. 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).

23. TRAVEL AGENT: Your travel agent acts for You in making the arrangements for Your travel. Carrier is not responsible for any representation or conduct of Your travel agent, 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 agent 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 agent of this Contract or any other communications, notices or information from Carrier shall constitute receipt of such materials by You.

24. 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.

25. 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.

26. 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.

*Travel for  
Travellers*

BY GLP WORLDWIDE

27. ENTIRE AGREEMENT: THE PROVISIONS OF THIS PASSENGER TICKET CONTRACT ARE THE ENTIRE AGREEMENT AND A BINDING CONTRACT BETWEEN PASSENGER AND CARRIER. PASSENGER'S ACCEPTANCE 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).