HOLLAND AMERICA LINE CRUISE CONTRACT

IMPORTANT NOTICE TO GUESTS: PLEASE CAREFULLY READ THE FOLLOWING CRUISE CONTRACT TERMS THAT GOVERN ALL DEALINGS BETWEEN YOU AND CARRIER. AFFECT YOUR LEGAL RIGHTS AND ARE BINDING ON YOU TO THE FULL EXTENT PERMITTED BY LAW. PARTICULARLY SECTION 12 GOVERNS THE PROVISION OF MEDICAL AND OTHER PERSONAL SERVICES, SECTIONS 13 AND 14 LIMITING CARRIER'S LIABILITY FOR YOUR DEATH, ILLNESS, INJURY, OR DAMAGE CLAIMS RELATING TO BAGGAGE OR PERSONAL PROPERTY, AND SECTION 15 LIMITING YOUR RIGHT TO SUE, AND REQUIRING ARBITRATION AND WAIVER OF JURY TRIAL FOR CERTAIN CLAIMS.

THIS CONTRACT ALSO INCLUDES THE CONDITIONS UNDER WHICH CARRIER BOOKS AIR TRANSPORTATION IF YOU ARE PARTICIPATING IN CARRIER'S AIR PACKAGE. IF ANY OF THESE CONDITIONS DO NOT MEET WITH YOUR APPROVAL, YOU HAVE THE OPTION OF ARRANGING AIR TRANSPORTATION INDEPENDENTLY IN WHICH EVENT, THE AIR OR ADD-ON OR CRUISE ONLY CREDIT AMOUNT PAID TO PROVIDER WILL BE REFUNDED.

1. INTRODUCTION; DEFINITIONS; GOVERNING LAW.

Upon booking the Cruise, Land + Sea Journey, Land Trip(s) and/or Air Package, each Guest named on the booking confirmation or statement explicitly agrees to the terms of this Cruise Contract. Any Guest booking or purchasing the Cruise, Land + Sea Journey, Land Trip(s) and/or Air Package represents that he or she is authorized by all accompanying Guests to accept and agree to all the terms and conditions set forth herein.

You acknowledge and agree that, except as otherwise expressly provided herein, the resolution of any and all disputes between Carrier and any Guest, shall be governed exclusively and in every respect by the general maritime law of the United States, without regard to its choice of law principles, except in cases involving death arising outside the United States which shall be governed exclusively by the Death on the High Seas Act, 46 U.S.C. § 30301, et seq. To the extent such maritime law is not applicable, the laws of the State of Washington (U.S.A.) shall govern the contract, as well as any other claims or disputes arising out of that relationship. You agree this choice of law provision replaces, supersedes and preempts any provision of law of any state or nation to the contrary.

This Cruise Contract constitutes the entire understanding and agreement between you and Holland America Line N.V., a Curacao corporation, in its capacity as general partner of Cruiseport Curacao C.V. as applicable to your Cruise, Land + Sea Journey, Land Trip or Air Package (“Carrier”), and supersedes any other prior oral, implied, written or other representations or agreements between you and Carrier except that 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, the PBOR controls. This Cruise Contract governs the relationship between You and Carrier, whether the Cruise is purchased by You or on Your behalf, and can only be modified by a subsequent writing signed by Carrier. You may not sell, assign or transfer this Cruise Contract and no person other than that named on the boarding pass may use the boarding pass. Any portion or provision of this Cruise Contract which is invalid, illegal or unenforceable shall be ineffective only to the extent of such invalidity, illegality or unenforceability and, except as noted in Section 15(B)(ii) below, shall be severed from this Contract without affecting in any way the remaining provisions of the Cruise Contract which shall remain in full force and effect.

You and Carrier agree and intend that certain third party beneficiaries derive rights and exemptions from liability as a result of this Cruise Contract. Specifically, all of Carrier’s rights, exemptions from liability, defenses and immunities under this Cruise Contract (including, but not limited to, those described in Sections 4, 6, 7, 12, 15, 14, and 17) will also inure to the benefit of the following persons and entities who shall be considered “Carrier” only for purposes of such rights, exemptions from liability, defenses and immunities: Carrier’s employees and agents, the Alaska Railroad Corporation, the Ship, the Ship’s tenders, the Ship’s owners, operators, managers, charterers, and agents, any affiliated or related companies thereof and their officers, crew, pilots, agents or employees, and all concessionaires, independent contractors, physician and medical personnel, retail shop personnel, health and beauty staff, fitness staff, photographers, shore excursion providers, tour operators, shippers and manufacturers of all component parts, launch, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to any such ship or owned or operated by its owners, operators, agents, charterers, contractors or concessionaries.

“Cruise” and “Land + Sea Journey” refer to the specific cruise or Land + Sea Journey indicated on the booking confirmation or statement, as it may be modified by Carrier under this contract, and shall include periods during which You are embarking or disembarking the Ship and any activities, shore excursions, tours, or shore-side facilities related to or offered during the Cruise or Land + Sea Journey.

“You” or “Guest” mean the person(s) booking or purchasing the Cruise or Land + Sea Journey (including, where applicable, the Land Trip and/or Air Package) or named on the booking confirmation or statement and persons in their care, including any minor, and their heirs, relatives, successors in interest, and personal representatives.

“Ship” refers to the ship that will provide the ocean transportation portion of the Cruise or Land + Sea Journey.

“Air Package” refers to air transportation booked for You by Us to enable You to travel to and from Your Cruise or Land + Sea Journey.

“Land Trip” refers to a pre- or post-Cruise or Land + Sea Journey package or transfer You have purchased (excluding any Air Package), or to a shore excursion You purchase during Your Cruise or Land + Sea Journey, on which You are traveling on one or more motorcoaches, dayboats and/or railcars owned or operated by us.

“Refund Amount” refers to that portion of the Cruise, Land + Sea Journey, Land Trip or Air Package fare which has actually been received by us. A portion of your fare was retained by or paid to your travel agent to compensate the agent for their services. The Refund Amount does not include the portion of the fare retained by or paid to your agent. You are solely responsible for obtaining the refund of these retained or paid amounts. Any refund to you will be made only in the currency received by Carrier and in the country in which the fare has been paid and subject to any foreign exchange regulations in force in that country.

“Taxes, Fees & Port Expenses” as used by Carrier, may include any and all fees, charges, tolls and taxes imposed on us by governmental authorities, governmental authorities, as well third party fees and charges arising from a vessel’s presence in a harbor or port. Taxes, Fees & Port Expenses may include U.S. Customs fees, head taxes, port fees, head tax, passenger fees, wharfage fees, baggage fees, inspection fees, pilots, airplane service, air taxes, hotel or VAT taxes incurred as part of a land tour, immigration and naturalization fees, and Internal Revenue Service fees, as well as for navigation, berthing, sevoring, baggage handling/storage and security services. Taxes, Fees & Port Expenses may be assessed per guest, per berth, per ton or per vessel. Assessments calculated on a per ton or per vessel basis will be spread over the number of guests on the Ship. Taxes, Fees & Port Expenses are subject to change and Carrier reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.

2. GUESTS’ OBLIGATIONS

(A) Before You board the Ship or embark on Your Land + Sea Journey, Land Trip(s) and/or Air Package travel, You must:

(i) Pay Your fare.
(i) Familiarize yourself with the terms of the Cruise Contract.
(ii) Bring all necessary travel documents such as passports, visas, proof of citizenship, re-entry permits, minor’s permissions, medical certificates showing all necessary vaccinations, and all other documents necessary for ports of call in the countries to which You will travel.

It is the Guest’s sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All Guests are advised to check with their travel agent or the appropriate government authority to determine the necessary documents. You will be refused boarding or disembarkation without liability for refund, payment, compensation, or credit of any kind if You do not have proper documentation, and You will be subject to any fine or other costs incurred by Carrier which result from improper documentation or noncompliance with applicable regulations, which amount may be charged to Your stateroom account and/or credit card.

PASSPORT REQUIREMENT WHEN MINORS TRAVEL WITH ONE ADULT ON VOYAGES GOVERNED BY U.S. WESTERN HEMISPHERE TRAVEL INITIATIVE (“WHTI”) (INCLUDES TRAVEL WITHIN BERMDA, CANADA, CARIBBEAN, MEXICO, UNITED STATES)

When minors are traveling with only one adult 21 years of age or older, Carrier requires that all guests be in possession of a valid passport. Carrier has implemented this requirement so that Your party remains together should an emergency arise that requires one or more in your party to be disembarked in a non-U.S. port. Carrier cannot guarantee that all members of Your party will be allowed to disembark with only a WHTI-compliant document or birth certificate.

(iv) Arrive at least two hours before the scheduled or amended sailing time and have with You all required documentation. Attach a completed luggage tag to each piece of baggage.

(v) Be sure that You and any person in Your care are fit to take the Cruise. (See Section B).

(B) Upon boarding the Ship, You must register a valid credit card or other acceptable payment method at the Front Office to cover any charges to your stateroom account.

(C) Prior to disembarking the ship, You must pay in full all amounts charged to Your stateroom account.

Carrier shall not be liable for refund, payment, compensation or credit of any kind, nor damages resulting from Your failure to comply with any of the requirements set forth above.

3. NOTICE CONCERNING SAFETY AND SECURITY.

Carrier visits a large number of ports in numerous countries around the world. At any given moment there are likely to be “trouble spots” in the world in terms of war, terrorism, crime, Act of God, civil commotions, labor trouble, and/or other potential sources of harm. Local conditions and infrastructure may also create hazards to Guests while off the ship. Accordingly, it may be necessary to change, cancel or terminate the scheduled cruise or any activities related to the Cruise, Land + Sea Journey, and/or Land Trip(s), including without limitation, pre-cruise visit to port visits. Although Carrier endeavors to provide reasonable protection for Your comfort and safety on board its ships, motorcoaches, dayboats and/or railcars owned or operated by us, Carrier cannot guarantee freedom from all risks associated with war, terrorism, crime or other potential sources of harm. Carrier reminds all Guests that they must ultimately assume responsibility for their actions while ashore. The United States Department of State and other similar government agencies regularly issue travelers’ warnings and warnings to travelers giving details of local conditions in specified cities and countries according to such agency’s perception of risks to travelers. Carrier strongly recommends that Guests and their travel agents obtain and consider such information when making travel decisions. Although the ship, it may not be confronted by actual or threatened war, violence or hostility. Alternatively, due to the risk in some areas, the ship may establish a no smoking policy, prohibit or restrict participation in certain activities or prohibit the use of certain facilities on shore. For people who are ill or who have a mental or physical disability or impairment, the risks are more significant. For example, access to all parts of the ship, other means of transportation or to facilities on shore may be difficult or impossible for some guests. In addition, medical evacuations during the Cruise or the Ship portion of the Land + Sea Journey whether at sea, by tender, or by deboarding the scheduled itinerary, may create an increased risk of harm and may not be feasible for a variety of reasons. We reserve the right to determine, in our sole discretion exercised in good faith, whether and when a medical evacuation from the Ship will occur.

4. RIGHT TO REFUSE BOOKING AND PASSAGE, CANCEL RESERVATION; CONFINE YOU TO STATEROOM OR DISEMBARK YOU.

Carrier reserves the right to refuse booking at passage on a Cruise, Land + Sea Journey, and/or Land Trip to any person or to cancel Your existing Cruise, Land + Sea Journey, and/or Land Trip reservation for any reason. Any person(s) refused boarding or passage in advance of the scheduled sailing or commencement of the Land + Sea Journey or pre-cruise Land Trip by Carrier will be given a refund of their Refund Amount. Carrier may without liability for refund, payment, compensation or credit, except as provided herein, disembark or refuse to embark You, confine You in a stateroom, quarantine You, restrain You, change Your accommodations or disembark You at any time if, in the sole opinion of Carrier, the Captain or any doctor, You or any minor or other person in Your care during the Cruise, Land + Sea Journey, and/or Land Trip(s), are unfit for any reason for the Cruise, Land + Sea Journey, and/or Land Trip(s), or Your presence might be detrimental to Your health, comfort or safety or that of any other person, or in the judgment of the Captain is advisable for any reason. Carrier reserves the right to request a letter from Your physician attesting to Your fitness to travel, but by requesting such letter does not waive its right to disembark or refuse to embark You as set forth in this Section. Except as otherwise provided, if You are required to remain on board the ship or elsewhere, due to injury, illness, or disability, or due to action of any government or authority, or for any other reason not the fault of Carrier, You must pay or reimburse Carrier for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services for You or those accompanying You. If You become unfit to travel for any reason during the Cruise, Land + Sea Journey, and/or Land Trip(s) and/or You disembark early, or if You are refused passage, or Your reservation is cancelled if You book a cruise after Carrier has advised You that You are no longer allowed to sail, Carrier shall not be liable for any refund, payment, compensation, or credit of any kind.

5. ELIGIBILITY REQUIREMENTS; DRINKING; GAMING.

All persons under 18 years of age must be accompanied and supervised by a parent or guardian. No Guest under the age of 21 may purchase, possess or consume alcohol during the Cruise. No Guest under the age of 18 shall be permitted to engage in any gaming activities on board the Ship. Each Guest agrees and warrants that he/she will supervise any guest in his/her care at all times to ensure compliance with all laws and regulations applicable to the ship and ashore, which are established for the safety and well-being of all participants. Carrier and all independent contractors, as the case may be, reserve the right to refuse eligibility requirements for activities during the Cruise or ashore for safety or other lawful reasons from time to time, and with which each Guest agrees to comply.

6. CANCELLATION BY YOU, REFUND, RECOMMENDATION FOR TRAVEL INSURANCE/PROTECTION AND YOUR TRAVEL AGENT

If not already received, You can obtain the applicable brochure for the Cruise or Land + Sea Journey from Your travel agent or us. You can also obtain the most current information on Carrier’s website. For Holland America Line Cruises and Land + Sea Journeys, You should familiarize yourself with the brochure as well as with the Before You Go page on HAL’s website (www.hollandamerica.com/cruise-vacation-planning/PlanningAndAdvice.action?TV fac=“CruiseContractURLDefault”) (www.hollandamerica.com/cruise-vacation-planning/PlanningAndAdvice.action). Please be advised, however, that if the brochure, booklet or website is inconsistent with this contract, this contract will be controlling. Since a cancellation likely means a diminished
opportunity to sell space on other Cruises or Land + Sea Journeys, these fees apply regardless of whether Your space is resold. You hereby agree that losses sustained by us in the event of Your cancellation would be very difficult or impossible to quantify, and that the fees set forth in our cancellations policy represent a fair and reasonable assessment as liquidated damages.

Cancellation fees apply to the entire cruise booking, including cruise fare, air add-ons, ground transfers, pre-cruise and post-cruise hotel and tour packages, excluding Taxes, Fees and Port Expenses. If any non-cruise components are cancelled, You will be responsible for any cancellation fees imposed by the airlines, other transportation carriers, other tour and ground operators, and other hotel properties. You are not entitled to any refund, payment, or credit in any manner whatsoever except as otherwise provided in this Section. Any refunds (except for amounts paid for Cancellation Protection Plan) will be made directly to the method of payment You used at the time of booking or Your travel agent and You must receive Your refund directly from these sources. Guests who cancel in writing as set forth below within the dates shown below for any reason, including medical or family reasons, are subject to the following per-person cancellation fees, as applicable:

For bookings made in the United Kingdom, Gibraltar, Ireland, Guernsey, Jersey and Isle of Man, submit written cancellations to Holland America Line, 100 Harbour Parade, Southampton, SO15 1ST or Enquiries@hollandamerica.co.uk;
For bookings made in the Netherlands, Belgium, Luxembourg, Germany, Austria, Switzerland, Finland, Sweden, Norway, Iceland and Denmark, submit written cancellations to Holland America Line, Otto Reuchlinweg 110, 3072 MD, Rotterdam or informatie@hollandamerica.com;
For bookings made in Australia, submit written cancellations to Holland America Line, 75 Mount Street, North Sydney, NSW, 2060 Australia or generalenquiries@hollandamerica.com.au; and
For bookings made in the United States and all other countries not listed above, submit written cancellations to Holland America Line, 450 Third Avenue West, Seattle, WA 98119 or Hal_Reservations@HollandAmerica.com.

Grand World; Grand Voyages; any Segment of a Grand World or Grand Voyage; 29-50 day Hawaii, Tahiti & Marquesas; Incan Empires; Amazon Explorer; 30+ day Europe Transatlantic or any segment of a 30+ day Europe Transatlantic sailing; Africa Explorer and Far East Explorer
120-91 days before commencing travel: an amount equal to deposit requirement;
90-76 days before commencing travel: 50% of Refund Amount;
75 days or less before commencing travel: 100% of Refund Amount.

ALL Holiday; Australia; New Zealand; South Pacific; Asia; Prinsendam Europe; South America and Antarctica sailings
90-64 days before commencing travel: an amount equal to deposit requirement;
65-43 days before commencing travel: 50% of Refund Amount;
42-22 days before commencing travel: 75% of Refund Amount;
21 days or less before commencing travel: 100% of Refund Amount.

Caribbean; Panama Canal; Mexico; Canada & New England; Pacific Coastal; Pacific Northwest; Alaska and Alaska Land+Sea Journeys; Europe (except Prinsendam Europe, 30+ day Transatlantic and segments of 30+ day Transatlantic) and 27-20 day or less Hawaii sailings
75-57 days before commencing travel: an amount equal to deposit requirement;
56-29 days before commencing travel: 50% of Refund Amount;
28-16 days before commencing travel: 75% of Refund Amount;
15 days or less before commencing travel: 100% of Refund Amount.

CANCELLATION POLICY EXCEPTION: If you have purchased a specially priced promotion that is 100% non-refundable from the point of payment, You are not entitled to any refund, payment, compensation or credit whatsoever of Your gross fare if You cancel Your booking.

Name changes require the prior approval of Carrier and may not always be possible. Name changes and departure date changes are considered reserved space cancellations and are subject to cancellation fees.

Travel Insurance/Protection: Carrier strongly recommends that You obtain Your own insurance and/or travel protection against loss or damage to baggage and personal effects, trip cancellation and emergency evacuations, accidental death or injury, illness and medical expenses sustained or incurred in connection with Your Cruise, Land + Sea Journey and/or Land Trip(s).

Travel Agent: Your travel agent acts for You in making the arrangements for Your Cruise, Land + Sea Journey, and/or Land Trip(s). 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 monies 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 Your travel agent acts solely as Your agent, and that as agent for Carrier, and is deemed as Your agent. Further, receipt by Your travel agent of this Cruise Contract or any other communications, notices or information from Carrier shall constitute receipt of such materials by You. You agree Carrier is not responsible for the financial condition or integrity of any such travel agent. In the event that Your travel agent fails to remit to us any monies paid by You to the agent, You remain liable for the monies due Carrier, regardless of whether Carrier demands payment.

7. RIGHT TO DEVIATE FROM SCHEDULED ROUTE, CHANGE PORT OF EMBARKATION/DISEMBARKATION, SUBSTITUTE TRANSPORTATION, CANCEL CRUISE AND ACTIVITIES, AND CHANGE OR OMIT PORTS OF CALL; SUBSTITUTION.

Except as otherwise provided, Carrier, for any reason, without prior notice, may, in their sole discretion, take any action deemed necessary for the safety, security, comfort, or convenience of the passengers or for any other reason. Carrier may, for any reason, without prior notice, change the Cruise or any portion thereof, land + sea journey, substitute any land or sea journey, substitute any transportation, substitute any transportation or lodging, deviate from the scheduled ports of call, route and timetable, call or omit to call at any port or place or cancel or modify any activity or any or all of the Tours, comply with all governmental laws and orders given by governmental authorities, render assistance to preserve life and property, or change the date or time of sailing or arrival, change the port of embarkation or disembarkation, shorten the Cruise, Land + Sea Journey and/or Land Trip(s), or substitute ships, aircraft or other transportation or lodging. Accordingly, You may not make any important arrangements or meetings based on the scheduled Cruise, Land + Sea Journey and/or Land Trip(s) which may change without liability to Carrier. Furthermore, the Master of the ship as well as the operator of any other means of transportation may, in his/her sole discretion, take any action deemed necessary for the safety, security, comfort, or well-being of any person to prevent damage to or loss of the Ship.

In the case of mechanical failures that cause the scheduled cruise to be cancelled, You are entitled to a full refund of the Refund Amount, or for mechanical failures that cause a cruise to be terminated early, a partial refund, travel expense to transport You to the scheduled port of disembarkation or Your home city at Carrier’s discretion, and overnight lodging if an unscheduled stopover is required. You shall have no claim against Carrier, and Carrier shall not be liable for damages or a refund of the Refund Amount, or any portion thereof, or other refund, payment, compensation or credit of any kind, nor for hotel or meal charges, travel expenses or other loss, delay, inconvenience, disappointment or expense whatsoever, which shall be the Guest's responsibility, whenever the cancellation or change was not in Carrier’s exclusive control. Carrier’s non-liability extends without limitation to any of those causes described in Section 14(B) and/or inclement weather, health, medical or environmental considerations, labor, political or social disturbances or unrest, or operational, commercial or safety reasons; or was based on a good faith belief by the Carrier or the Ship’s Captain that the Cruise or any portion thereof might endanger the vessel or expose any person or property to loss, injury, damage or delay. Except as provided above for mechanical failures, whenever the performance of the Cruise is hindered or prevented by any cause or circumstance whatsoever, the Cruise may be terminated and You may be landed with no further liability of the Carrier for refund, payment, compensation or credit of any kind. Notwithstanding the foregoing, we are not obligated to issue any refund to You in the event of a cancelled Land Trip to Half Moon Cay.

If, and only when, the cancellation or change was for reasons other than described in the preceding paragraph, and was within the exclusive control of Carrier, You agree the liability of the Carrier, if any, shall nonetheless be limited as follows:

(A) If Carrier cancels the Cruise before it has started, it shall refund the Refund Amount.
(B) If the sailing is delayed and You are not accommodated on board the ship, Carrier may arrange accommodations and food at no additional expenses to You.

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8. YOUR RESPONSIBILITY TO INFORM CARRIER OF SPECIAL NEEDS.

Due to the risks inherent in travel by sea, as described in Section 3 of this Cruise Contract, if you have any special medical, physical or other requirements, You, Your travel agent, or any person booking on Your behalf is requested to inform Carrier in writing at the time of booking Your Cruise, Land + Sea Journey, and/or Land Trip(s), of any condition for which You or any other person in Your care may require medical attention or accommodation during the Cruise, Land + Sea Journey and/or (and Land Trip(s)). You are requested to report it in writing to Carrier as soon as You become aware of it. Guests acknowledge and understand that certain international, foreign or local safety requirements, standards, and/or applicable regulations involving design, construction or operation of the vessel, docks, gangways,anchorage sites or other applicable regulations may require the use of a wheelchair or service animal in the United States or that vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. Guests requiring the use of a wheelchair or service animal must provide their own equipment to board the vessel or vessel for emergency medical use only. You acknowledge and agree Carrier may disembark or refuse to embark any or any person with a disability as set forth in Section 4 above. In limited situations where You would be unable to satisfy certain specified safety and other criteria, even when provided with appropriate auxiliary aids and services, we reserve the right to refuse permission to participate in all or part of the Cruise.

During your Cruise and the Ship portion of your Land + Sea Journey, we are transporting you and your property only between ports of call. At all ports where the Ship is to anchor to the dock, we will arrange for appropriate transportation from the place where the Ship is at anchor to the dock. Persons with mobility impairments traveling on a Holland America Line Ship should refer to the Before You Go page of HAL's anchor to the dock. Persons with mobility impairments traveling on a Holland America Line Ship should refer to the Before You Go page of HAL's website (https://www.hollandamerica.com/cruise-vacation-planning/PlanningAndAdvice.action?tabName=Shipboard+Life&contentMenu=Accessible+Cruising#WyTeCruiseContract_USDefault) regarding limitations on our ability to help you go ashore.

9. NO ANIMALS.

No pets or other animals are allowed on the Ship at any time except for certain necessary service animals of a Guest with a disability, which require written notification to the Carrier at the time of booking. You agree to accept responsibility, reimbursement and/or indemnify Carrier for any loss, damage or expense whatever related to the presence of any service animal brought on the Cruise, Land + Sea Journey and/or Land Trip(s). You further agree to determine and meet any documentary or other requirements related to the animal.

10. UNAUTHORIZED STOPOVER OR DESEMBARKATION.

Unauthorized stopover or disembarkation or failure to make any sailing of the Ship at any port shall be at Your sole risk and expense. You may be disembarked, without your consent, boarding, and You will not be entitled to any refund, payment, compensation or credit of any kind. If You plan to disembark the vessel and/or off load packages, boxes or baggage before Your authorized port of call, You must advise the Front Office no later than the day before arrival in that port to arrange an inspection of You and/or Your belongings by local customs authorities. Should You fail to comply with this requirement and You and/or Your belongings are not presented for inspection, You may be assessed monetary penalties by local authorities. Furthermore, You agree to assume and/or reimburse Carrier for any expenses or fines that may be incurred as a result of such noncompliance. You acknowledge that for round trip cruises commencing in a country that stop in other ports of that country, You may visit but may not permanently disembark in any pit in that country other than the port of embarkation. If You do disembark in a different port in that country, a fine or penalty imposed by the country’s government. In consideration of the fare paid, You hereby agree to pay any such fine or penalty imposed because of your failure to complete the entire Cruise.

11. RESPONSIBILITY TO COMPLY WITH LAW AND REGULATIONS, RULES OF SHIP; NO SOLICITATION.

You shall be responsible for complying with the requirements of all immigration, port, health, customs, and police authorities, and all other laws and regulations of each country or state from or to which You will travel, as well as this Cruise Contract. You must at all times obey all the rules, regulations and orders of the Ship, Carrier and the Captain. You shall not solicit or receive gifts for commercial purposes or advertisements for services or goods from any person except the Carrier or its agents. You agree not to discontinue or refuse to carry any other passenger of the Ship, except those with appropriate auxiliary aids and services, we reserve the right to refuse permission to participate in all or part of the Cruise.

12. HEALTH, MEDICAL CARE AND OTHER PERSONAL SERVICES.

Due to the nature of travel by sea and the ports visited, the availability of medical care may be limited or delayed and emergency medical evacuation will not be available from every location to which the Ship sails. All health, medical or other personal services in connection with Your Cruise or Ship portion of your Land + Sea Journey are provided solely for the convenience and benefit of Guests who may require them for their own personal use. You accept and use medical services, medical treatment and other personal services available on the Ship or elsewhere at Your sole risk and expense without responsibility or liability of Carrier whatsoever. You acknowledge that for round trip cruises commencing in a country that stop in other ports of that country, You may visit but may not permanently disembark in any pit in that country other than the port of embarkation. If You do disembark in a different port in that country, a fine or penalty imposed by the country’s government. In consideration of the fare paid, You hereby agree to pay any such fine or penalty imposed because of your failure to complete the entire Cruise.

13. BAGGAGE AND PERSONAL EFFECTS, LIABILITY LIMITATIONS, INSPECTION.

You may take a reasonable amount of luggage on board containing only Your personal effects, which shall include suitcases, trunks, valises, satchels, bags, hangers containing clothing, toiletries and other personal effects necessary for the Cruise, Land + Sea Journey and/or (and Land Trip(s)). If You travel by air or any other transportation to the Ship and for which You are responsible for Your property or any other property in Your care, You may require medical attention or accommodation during the Cruise, Land + Sea Journey and/or (and Land Trip(s)) or for which the use of a wheelchair or service animal is contemplated or necessary. If any such special need or condition arises after You have booked the Cruise, Land + Sea Journey, and/or Land Trip(s), You are requested to report it in writing to Carrier as soon as You become aware of it. Guests acknowledge and understand that certain international, foreign or local safety requirements, standards, and/or applicable regulations involving design, construction or operation of the vessel, docks, gangways,anchorage sites or other applicable regulations may require the use of a wheelchair or service animal in the United States or that vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. Guests requiring the use of a wheelchair or service animal must provide their own equipment to board the vessel or vessel for emergency medical use only. You acknowledge and Carrier may disembark or refuse to embark any or any person with a disability as set forth in Section 4 above. In limited situations where You would be unable to satisfy certain specified safety and other criteria, even when provided with appropriate auxiliary aids and services, we reserve the right to refuse permission to participate in all or part of the Cruise.

You agree that Carrier’s liability for loss or damage to baggage or personal property is limited to U.S. $100 per guest or U.S. $600 if you purchased the Standard Cancellation Protection Plan. In no event shall Carrier be liable for normal wear or tear of Your property or baggage, Carrier does not undertake to carry as baggage any tools of trade, household goods, fragile or valuable items, precious metals, jewelry, documents, negotiable instruments or other valuable items, including but not limited to those specified in Section 30503 of Title 46 of the United States Code. You warrant that no such items will be presented to Carrier within any receptacle as baggage, and release Carrier from all liability whatsoever for loss of or damage to such items when presented to the Carrier in breach of this warranty. Such items must be destination by such means of the carrier. Guests are strongly urged to keep valuables, irreplaceable items and medicines in their possession at all times and not to pack such items in baggage or suitcases handled by others.
Carrier shall not be liable for any loss or theft of or damage to or disposal of cash, securities, negotiable instruments, jewelry, gold, silver or similar valuables, works of art, electronic computer or other handheld, laptop or other, DVD players or digital or flash drive computer equipment, disks, memory cards or other electronic storage, handheld or similar devices, cellular telephones, cameras, video or audio tapes, CDs, binoculars, recreational equipment, dental hardware, cosmetics, electric hair appliances, hair irons, hair dryers, locks, keys (except for carrier (including eyeglasses, sunglasses and contact lenses), hearing aids, medications, medical equipment, wheelchairs, scooters, liquor or other alcoholic beverages, cigarettes, tobacco products or business or other documents under any circumstances, whether carried in Your luggage or otherwise. You may use the safe in Your stateroom. However, You agree use of the stateroom safe will not increase Carrier's liability as provided in this Cruise Contract.

You agree that baggage or property, including all lost and found items retained by Carrier or delivered by You to Carrier, which remains unclaimed by You or Your representative for more than 90 days after Your disembarkation shall be deemed abandoned and the sole property of Carrier and you relinquish any claim thereto. You further agree to pay all fees and expenses incurred by Carrier to deliver any such items that are claimed by You. Carrier assumes no responsibility whatsoever for otherwise delivering any such items or delivering items that are prohibited by law.

14. LIMITATIONS ON CARRIER'S LIABILITY; INDEMNIFICATION.

(A) General. Nothing contained in this Cruise Contract shall limit or deprive Carrier of the benefit of the application statutes or laws of the United States of America or any other country; or any international convention providing for release from, or limitation of, liability.

(B) Acts Beyond Carrier's Control, Force Majeure. Except as provided in Section 7 with regard to refunds and certain other expenses for cruises that are cancelled or terminated due to mechanical failures, Carrier is not liable for death, injury, illness, damage, delay or other loss to person or property of any kind caused by an Act of God; war; civil commotions; labor troubles; terrorism; crime or other potential sources of harm; governmental interference; perils of the sea; fire; seizure or arrest of the vessel; the need to render medical or other assistance, or any other cause beyond Carrier's exclusive control, or any other act or omission not shown to be caused by Carrier's negligence.

(C) Claims for Emotional Distress. Carrier shall not be liable to the Guest for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances, except for such damages proven in a court of competent jurisdiction arising from and attributable to Guest's physical injury or as the result of Guest having been at actual risk of immediate physical injury proximately caused by Carrier's negligence ("Emotional Harm").

(D) Assumption of Risk. You agree that by using the ship's pools, sauna athletic or recreational equipment and facilities or taking part in organized group or individual activities, whether on or off the ship or as part of a shore excursion, You assume the risk of injury, death, illness or other loss. You agree that Carrier in no event is liable to You with respect to any occurrence taking place off the ship, launches, tenders or other craft owned or operated by Carrier or for any event caused by the criminal conduct of any third party.

(E) Cruises To/From or Within the EU. This contract is issued at Seattle, Washington. On international cruises which neither embark, disembark nor call at any U.S. port and where You commence the cruise by embarking or disembarking in a port of a European Member State, Carrier 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 shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship (as defined by the Regulation), Carrier's liability is limited to no more than 400,000 Special Drawing Rights ("SDR") per passenger, (approximately U.S. $564,000, which fluctuates depending on the daily exchange rate as published in the Wall Street Journal) if the passenger proves that the incident was the result of Carrier's fault or neglect. If the loss or damage was caused by a shipwreck, Carrier's liability is limited to no more than 250,000 SDRs per passenger (approximately U.S. $352,000, which fluctuates depending on the daily exchange rate as published in the Wall Street Journal). Compensation for loss caused by a shipwreck incident can increase to a maximum of 400,000 SDRs per passenger unless Carrier proves that the shipwreck occurred without Carrier's fault or neglect. Shipwreck 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, Carrier'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 incident. Punitive damages are not recoverable for cruises covered by EU Regulation 392/2009. For a copy of EU Regulation 392/2009, visit https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32010R1177&qid=1440630405095&from=EN. In addition, guests embarking a cruise in a European Member State port are afforded rights under EU Regulation 1177/2010. For a copy of EU Regulation 1177/2010, visit https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32010R1177&qid=1440630405095&from=EN.

(F) Additional Limitations from Liability. In addition to all the restrictions and exemptions from liability provided in this Cruise Contract, Carrier shall have the benefit of the application statutes of the United States of America for providing for limitation and exoneration from liability and the procedures provided thereby, including but not limited Title 46 of the United States Code sections 30501 through 30509, and 30511 which are United States statutes limiting the liability of Carrier. Nothing in this Contract is intended to nor shall it operate to limit or deprive Carrier or any such statute limitation of or exoneration from liability under any applicable laws.

(G) Exclusions, Shoreside Services and Other Transportation. All travel facilities, tours, activities, products or services, other than aboard Carrier's vessels and tenders or motorcoaches, dayboats and/or railcars owned or operated by us, provided in connection with, before, after or during Your Cruise, Land & Sea Journey, Land Trip(s) and/or Air Package, including but not limited to pre and post cruise activities, shore excursions, air travel, ship accommodation, meals, or transportation of any kind by any vessel, aircraft, or other conveyance, including, but not limited to, air travel to and from the ship (including travel on the airline(s) used in the Air Package), are provided, owned and/or operated by independent contractors whose employees, facilities, conveyances, products and services are not subject to Carrier's supervision or control. In providing or selling reservations or tickets in connection with any such activities, services, transportation or by accompanying You during such activities, Carrier does so as a convenience to Guests and shall be entitled to impose a charge and/or a profit from the sale of such services, products or transportation, but does not undertake to supervise or control such independent contractors or their employees, conveyances or facilities. Carrier accepts no liability for any loss, delay, damage, injury, death, misrepresentation arising from any excursion, service or transportation or any loss, delay or postponement for any cancellations of any excursion, service or transportation including but not limited to air flight cancellation(s), errors in seat reservation, upgrade, overbooking or ticketing. Carrier makes no warranty, either express or implied, regarding the suitability, quality, safety or any other aspect of any such excursions, services, tours, products or facilities. Any liability for such services will be governed by this Cruise Contract and the contracts and/or tariffs between You and such service companies. You agree that, Carrier's liability, if any for Non-Performance of any independent contractor providing such facilities or services shall not exceed the amounts received for such facility or services by Carrier on Your behalf. Any company or person providing services or facilities of any kind in connection with a shore excursion or other activity offered for purchase by Carrier shall have the benefit of any defense to which Carrier is entitled under this Cruise Contract.

(H) Indemnification. You agree to release and indemnify Carrier for any damages, liabilities, losses, penalties, fines, charges or expenses of any nature whatsoever incurred by You or imposed upon Carrier as a result of any act, omission or violation of law or this Cruise Contract by You or any minor or other Guest in Your care.

15. NOTICE OF CLAIMS AND ACTIONS; TIME LIMITATION; ARBITRATION; FUND; WAIVER OF CLASS ACTION.

The following provisions are for the benefit of the Carrier and certain third party beneficiaries as set forth above in Section 1:

(A) Notice of Claims and Time Limitations for Legal Action. You agree to file any claim, action or controversy arising under this Cruise Contract with Carrier within one (1) year of the occurrence of the event giving rise to such claim, action or controversy. You agree to reimburse and indemnify Carrier for any damages, liabilities, losses, penalties, fines, charges or expenses of any nature whatsoever incurred by You or imposed upon Carrier as a result of any act, omission or violation of law or this Cruise Contract by You or any minor or other Guest in Your care.
Cruises to Alaska, Europe, the Caribbean, Mexico and the world on Holland America, one of the best cruise lines.
Carrier may, but is not required to, make wireless Internet or telephone access ("Wireless Services") available as a convenience; Carrier accepts no responsibility for interruptions in its service. You agree to use Wireless Services at Your own risk; Carrier shall not be liable in any manner for resulting claims (including without limitation lack of privacy), losses or damages. Using Wireless Services is public; information sent or received is not guaranteed to be private. Your PSD may be available to third parties. By using Wireless Services You agree Carrier may monitor, record, intercept and disclose any transmissions and may provide to others all information relating to all Wireless Services (e.g., billing, account, or use records), in its sole discretion or as required by law.

17. AIR PACKAGE
A. Arrangements by Carrier: If You are participating in our Air Package, we will arrange for air transportation from the home cities listed in our brochure to the departure point of your Cruise or Land + Sea Journey and return air transportation from the termination point of Your Cruise or Land + Sea Journey to the home city from which You departed. Due to the special fares and capacity controls we have with airlines, we retain the right to select carriers and determine routings. Some routings may involve travel to an airport other than in the city where the Ship embarks or disembarks. In those cases, motorcoach transportation to and/or from the Ship will be provided. Flight schedules and/or availability may require overnight hotel accommodations either to join and/or to return from Your Cruise or Land + Sea Journey. Please refer to Carrier’s website or the applicable brochure regarding our policies on booking hotels and responsibility for the costs of hotels and associated services.

B. Schedule Changes/Air Delays: We reserve the right to change or alter air flights as required by airline schedule changes. If tickets have already been issued, we will adjust Your itinerary or air carrier, accordingly. In that event, we may ask You to return Your tickets to Your travel agent. Should You choose to alter your airline schedule in any way once Your tickets have been issued, airline charges which result will be Your responsibility. If our assistance is requested in changing airline arrangements within 60 days of departure, an additional administrative charge will be levied in addition to any charges imposed by airlines. If You are traveling on a Holland America Line Ship and Your flights are delayed, please ask the airline to immediately advise HAL’s Air/Sea Departure, or call us Yourself at 1-800-628-4771 or 1-206-286-3294.

C. Refunds/Seat Assignments/Special Services/Fares/Lost Tickets/Baggage Charges: The maximum refund to You for unused flight coupons will not exceed the air add-on or cruise only credit amount paid to us. We cannot make or confirm seat assignments, special meals or other special services. Your travel agent may assist with these arrangements. Please note that because of changing airline tariffs, Your actual air ticket may reflect fares higher or lower than the air add-on or cruise only credit amounts shown in the applicable brochure. If so, the difference is neither chargeable nor refundable to You. If, however, airline fuel or other surcharges or additional governmental taxes or levies are imposed, we reserve the right to pass these through to You. Please keep your airline tickets in a safe place. Should they be lost, You will be responsible for their replacement. Each airline has its own baggage allowance policy. You are responsible for any excess baggage charges imposed by airlines.

D. Liability and Relationship With Airlines: We will use our best efforts to arrange for Your air transportation. If, however, due to any cause beyond our control, we are unable to arrange for air transportation (including, for example, because of capacity controls placed upon us by airlines due to the types of fares under which we book) or the air transportation we arrange is unavailable or otherwise fails to materialize, our sole liability will be limited to refunding the air add-on paid or cruise only credit. Our relationship with airlines is that of an independent travel agent. We assume no liability for any acts or omissions of any airline including, without limitation, those involving cancellation of flights, schedule changes, re-routings, damage to or delay or loss of baggage, flight delays, equipment failures, accidents, pilot or other staff shortages, overbooking or computer errors. Accordingly, You will not have any right to claim or recover against us as a consequence of any act or omission of any airline. The liabilities and obligations of an airline to You, and Your rights against an airline, are subject to any and all terms and conditions of the airline’s ticket and tariffs and any and all governmental laws and regulations bearing upon or otherwise relating to such rights, liabilities and obligations.