

TICKET CONTRACT ISLAND PRINCESS CRUISES

IMPORTANT NOTICE: THIS DOCUMENT IS A LEGALLY BINDING CONTRACT BETWEEN MARINA WORLD, INC. d/b/a ISLAND PRINCESS CRUISES AND ALL PASSENGERS. IT CONTAINS IMPORTANT LIMITATIONS ON THE RIGHTS OF PASSENGERS TO ASSERT CLAIMS AGAINST MARINA WORLD, INC. AND ITS VESSEL, AGENTS, AND EMPLOYEES. PURCHASE OF, OR USE OF ANY TICKET FOR BOARDING ANY VESSEL OPERATED BY MARINA WORLD, INC. d/b/a ISLAND PRINCESS CRUISES INDICATES THE ASSENT OF THE HOLDER OF THE TICKET TO THE TERMS CONTAINED HEREIN.

In consideration of the receipt of the cruise fare, Marina World, Inc. d/b/a Island Princess Cruises (“Island Princess”) agrees to transport Passenger on its vessel and provide certain services pursuant to the following terms and conditions:

1. DEFINITIONS

- (a) The term “vessel” when used in this Contract shall mean the Island Princess, a vessel built by Lydia Yachts, with a length of approximately 82 feet, and any other vessels operated by Marina World, Inc.
- (b) Whenever the word “Island Princess” is used in this Contract it shall mean and include the corporation, Marina World, Inc., the vessel, its operators, and the owners, employees, and agents of Marina World, Inc.
- (c) The term “Passenger” means all persons or entities purchasing, boarding the vessel, and/or traveling under this Contract, including heirs, representatives and any accompanying minors.

2. PASSENGER OBLIGATIONS; PROHIBITED ACTIVITIES.

- (a) Passenger admits a full understanding of the character of the Vessel and assumes all risks incident to travel and transportation. Passenger agrees during the course of the cruise to follow the directions of the vessel’s designated master and crew, and to obey such rules as Vessel Owner or designated master may from time to time promulgate. Passenger agrees to comply with all laws and regulations, and with all onboard health, environmental and safety policies and procedures. Passenger acknowledges that the availability of the cruise may depend on the weather and other conditions. Island Princess reserves the right to alter the vessels itinerary or to reschedule or cancel the cruise or charter to ensure safety, for convenience, or for other reasons.
- (b) It is Passenger’s responsibility to be present on the dock and ready to board 15 minutes before the scheduled departure time. Should Passenger fail to be present in time for the vessel’s departure, Passenger shall lose the fare and shall not be entitled to any refund. Any passenger who fails to board the vessel at embarkation, shall be ineligible to board the vessel thereafter, and shall not attempt to do so. **PASSENGER AGREES TO PARTICIPATE, IN A MEANINGFUL WAY, IN ALL PASSENGER SAFETY BRIEFINGS.**

(c) Island Princess reserves the right to refuse boarding to any Passenger under the age of 18 unless that Passenger is traveling with a parent or guardian or is traveling with a companion of 25 years of age or older.

(d) Passenger agrees not to solicit anyone on the vessel for any commercial or professional purposes.

(e) Passenger acknowledges that smoking is only permitted in designated areas and agrees to refrain from smoking in non-designated areas.

(f) Passenger agrees not to engage in any lewd, lascivious, indecent, obscene, offensive, or outrageous behavior while on board and specifically agrees that violation of this policy may result in confinement or debarkation from the vessel with no refund. Furthermore, all Passengers should ensure their clothing and accessories are respectful to fellow guests.

(g) Dumping, littering, or pollution of any kind including discharge of any item into the ocean and/or waterways is strictly prohibited. Passenger will be strictly liable for any illegal dumping or pollution and will also be responsible for any fines or penalties imposed on Island Princess by any law enforcement agency or other governmental agency.

(n) Passenger shall be liable to and shall reimburse Island Princess for all damages to the vessel, its furnishings, and equipment, caused directly or indirectly, in whole or in part, by any misconduct, willful or negligent act or omission on the part of the Passenger or any minors, service animals, or emotional support animals accompanying the passenger.

3. CONTRABAND

(a) Passenger agrees that Island Princess has, at all times, with or without notice, the right to search Passengers personal property and effects to ensure compliance with any of the restrictions set forth in this agreement. Any Passenger who refuses any such search or screening may be denied boarding or disembarked and no refund of the fare will be issued. Island Princess may deny entry to any item that it deems unreasonable or unsafe.

(b) Weapons, firearms, contraband, ammunition, explosives, incendiary devices, or other dangerous items are strictly prohibited aboard the vessel. Passenger warrants that no such articles are contained in any bag or container brought onboard.

(c) Alcoholic beverages may not be brought aboard the vessel (except by designated caterers) and must be purchased aboard the vessel. Any liquor, beer, other forms of alcoholic beverage brought on board in violation of this prohibition, will be confiscated and discarded and no compensation will be provided. Island Princess reserves the right to refuse to serve alcohol to any Passenger and to bar any caterer from serving alcohol to any Passenger.

(d) Passengers are prohibited from bringing food, water, sodas and other non-alcoholic beverages on board, except that a single can carton or bottle of 16 ounces or less, as well as infant formula may be carried on board.

(e) The use and possession of marijuana, narcotics, or any other illegal controlled substances is strictly prohibited aboard the vessel. Passenger warrants that no such items are contained in any bag or container brought onboard. Any passenger who brings any illegal controlled substance aboard will be reported to law enforcement and the Passenger shall be disembarked and shall lose the fare and not be entitled to any refund.

(f) Unless otherwise permitted in writing, no Passenger is permitted, to bring on board the vessel live animals (other than qualified service animals or emotional support animals, with not less than a week advance notice given to Island Princess). Island Princess will accept as evidence that an animal is a service animal the presentation of identification cards, other written documentation, presence of harnesses or markings on harnesses, tags, or the reasonably credible verbal assurances of the qualified individual using the animal. Passenger assumes full responsibility for the conduct of his or her accompanying service animal or emotional support animal and will be solely responsible for any and all damage and/or loss caused by said animal.

4. ISLAND PRINCESS' RIGHT CANCEL; CHANGE ITINERARY

(a) Island Princess has the right, without previous notice, to cancel this contract at the location of embarkation and shall thereupon return to the Passenger, if the Contract is completely and permanently canceled, his or her Cruise Fare, or, if the Contract is partially canceled, a proportionate part thereof. Under such circumstances, Island Princess shall have no further liability for damages or compensation of any kind. This provision does not apply to charter cruises, the cancellation and modification provisions of which are covered by a separate Charter Agreement.

(b) Island Princess may change the itinerary of the cruise at any time at the sole discretion of Island Princess or the designated master of the vessel, with or without notice, for any purpose, including but not limited to safety, security, adverse weather, tides, civil unrest, channel closings, bridge closings, port closings, emergency debarkations of passengers or crew, and mechanical breakdowns, all such deviations being considered as forming part of and included in the proposed voyage. Island Princess shall have no liability for any compensation or other damages in such circumstances.

5. PASSENGER FITNESS

(a) Passenger warrants that Passenger is physically and emotionally fit to travel and engage in cruise related activities at the time of embarkation, and that Passenger does not have any communicable disease, or medical or emotional condition that would endanger others. Passenger specifically warrants that Passenger has not tested positive for any communicable disease at any time within the past 35 day, and has not had contact with any person known to have tested positive for any communicable disease within the last 14 days. Any Passenger with special medical, physical or other needs requiring medical attention or special accommodation should notify Island Princess in writing at the time of booking to discuss the details of their special needs.

(b) Island Princess and the designated master of the vessel reserves the right to refuse passage to any Passenger who appears to be inebriated, or whose physical or mental condition and behavior appears to present a risk to others or is likely to disrupt the comfort, enjoyment, and wellbeing of others. Island Princess and the designated master of the vessel reserve the right to refuse passage to any Passenger with a temperature above 100° F.

6. RESPONSIBILITY FOR MINORS

(a) Adult passengers agree to be responsible at all times for the supervision, safety, and behavior of minors who are traveling with them. Island Princess reserves the right to require proof of age and reserves the right to disembark Passengers and the minors they have brought on board in the event the minors are improperly supervised, disruptive, or present a danger to themselves or others. In such case, neither the Passenger nor the minor will be entitled to the return of their fare.

(b) If any Passenger purchases a ticket on behalf of a minor, or brings a minor aboard, then, to the greatest extent permitted by law, the Passenger agrees to release Island Princess from any and all liability for personal injury, death, or property damages sustained by the minor which results, in whole or in part, from Passenger's failure to properly supervise, monitor, control, or protect the minor. Passenger further agrees to defend, indemnify, and hold harmless Island Princess from any and all claims, demands, losses, damages and liabilities, contribution or otherwise with respect to personal injury, death or property damage arising, in any manner and to any degree, from the Passenger's failure to properly supervise, monitor, or protect the minor, irrespective of any negligence or other contribution on the part of Island Princess. In any event, the Arbitration clauses of this Contract apply to all minor passengers.

7. LIMITATIONS ON LIABILITY

(a) All rights, exemptions from liability, defenses and immunities of Island Princess under this contract shall also inure to the benefit of Island Princess' facilities, whether on the water or ashore, servants, agents, managers, affiliated or related companies, and independent contractors, who shall have no liability to the Passenger, either in contract or in tort, which is greater than or different from that of Island Princess.

(b) Each Passenger will be allowed to bring a reasonable amount of personal belongings on board with them. No jewelry, money, cameras, securities, financial instruments, medicines, or other valuables of any description, the value of which exceeds \$100, shall be carried aboard, except pursuant to a written waiver by Island Princess prior to embarkation. If any such items are brought on board in breach of this provision, no liability for negligence, gross or ordinary, shall attach to Island Princess for any loss or damage thereto. It is stipulated that the aggregate value of Passenger's property, does not exceed \$100 and any liability of Island Princess for any cause whatsoever with respect to said property shall not exceed such sum. Island Princess shall not be liable for any loss or damage to a passenger's personal property while such property is not in the actual possession, custody and control of Island Princess. Island Princess shall not accept possession, custody or control of any personal property brought on board the vessel by any passenger.

(c) In consideration for the fare paid and services received, it is agreed that Island Princess shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by Island Princess, and that Island Princess shall have no liability as a consequence of Passenger's decision to participate in any recreational activity or event. Island Princess makes no representations or warranties, implied or otherwise, in regard to the reliability of charterers, caterers, or other independent contractors who may provide services on board the vessel, nor does it assume a duty of safety or responsibility for the independent acts of charterers, independent contractors, their employees or agents.

(d) Island Princess shall not be liable to a Passenger for damages for emotional distress, mental suffering/anguish or psychological injury of any kind under any circumstances, except when such damages were caused by the gross negligence or intentional conduct of Island Princess and resulted from the same passenger sustaining actual physical injury.

8. TIME LIMITS FOR CLAIMS; JURISDICTION.

(a) Island Princess shall not be liable for any claims whatsoever for personal injury, illness or death of a Passenger, unless full particulars in writing are received by Island Princess within 365 days after the date of the injury, event, illness or death giving rise to the claim. Suit to recover on any such claim shall not be maintainable unless filed within 365 day after the date of the injury, event, illness or death, and unless served on Island Princess within 120 days after filing, with time being of the essence. Passenger expressly waives all other potentially applicable state or federal limitations periods.

(b) Island Princess shall not be liable for any claims whatsoever, other than for personal injury, illness or death, unless full particulars in writing are received by Island Princess within 50 days after the cruise.

(c) In the event that the Arbitration clause which follows is found to be unenforceable by the Arbitrator, or Court of competent jurisdiction, all disputes and matters whatsoever arising in connection with this Contract shall be litigated, if at all, before the Nineteenth Judicial Circuit Court in and for Martin County, Florida. If subject matter jurisdiction is lacking in said court, then such disputes and matters are to be litigated in the United States District Court for the Southern District of Florida in West Palm Beach, Florida.

(d) ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER ARISING OUT OF OR RELATED TO THE USE OF THE TICKKET OR BEING A GUEST OR PASSENGER , TO THE FULLEST EXTENT PERMITTED BY LAW, SHALL BE REFERRED TO AND RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, TO THE EXCLUSION OF ANY OTHER FORUM. BOTH PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL. THE ARBITRATOR HAS THE SOLE AUTHORITY TO DETERMINE THE ARBITRABILITY OF ANY AND ALL CLAIMS.

(e) THIS CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH ARBITRATION OR, IF AND WHERE PERMITTED, THROUGH INDIVIDUAL LEGAL ACTION. THIS CONTRACT SUPERSEDES ANY LAW ENTITLING PASSENGER TO PARTICIPATE IN A CLASS ACTION. THIS CLASS ACTION WAIVER PRECLUDES PASSENGER FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING ANY CLAIM BROUGHT UNDER THIS TICKET CONTRACT OR IN CONNECTION WITH THE CRUISE. PASSENGER AGREES THAT ANY ARBITRATION OR LAWSUIT SHALL BE LITIGATED BY PASSENGER INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND PASSENGER EXPRESSLY AGREES TO WAIVE AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. PASSENGER ACKNOWLEDGES THAT THE CLASS ACTION WAIVER IS MATERIAL AND ESSENTIAL TO THE ARBITRATION OF ANY DISPUTES BETWEEN THE PARTIES AND IS NON-SEVERABLE FROM THE AGREEMENT TO ARBITRATE CLAIMS. THE ARBITRATOR HAS THE SOLE AUTHORITY TO DETERMINE THE ARBITRABILITY OF ANY AND ALL CLAIMS.

9. MISCELANEOUS.

(a) Except as otherwise expressly provided herein, this contract constitutes the entire agreement between Island Princess and Passenger and supersedes all other agreements, oral or written. Any alteration to any term of this contract must be in writing and authorized by Island Princess.

(b) Each Passenger grants Island Princess the exclusive right to include photographic, video and other visual portrayals of Passenger in any medium and for any purpose including without limitation advertising, sales, and publicity, without compensation to Guest, and all rights, title and interest therein shall be Island Princess' sole property.

(c) Island Princess reserves the right to decline to accept or to reject any person as a Passenger, at any time, or to cancel a cruise due to circumstances beyond its control.