

**PASSENGER COPY**

**SILVERSEA CRUISES LTD.**

**PASSAGE CONTRACT  
ISSUED SUBJECT TO IMPORTANT TERMS AND CONDITIONS  
PLEASE READ CAREFULLY BEFORE ACCEPTING**

**IMPORTANT NOTICE TO PASSENGERS**

**THIS PASSAGE TICKET CONTRACT (“TICKET”) IS A LEGALLY BINDING CONTRACT BETWEEN YOU, THE PASSENGER, AND SILVERSEA CRUISES LTD. (THE “CARRIER”). YOU ARE ESPECIALLY DIRECTED TO CAREFULLY READ AND UNDERSTAND SECTIONS 12, 13, 14 AND 22, AS THEY CONTAIN SIGNIFICANT LIMITATIONS ON YOUR RIGHTS TO ASSERT CLAIMS FOR PERSONAL INJURIES, ILLNESS OR DEATH, AND BAGGAGE AND PERSONAL PROPERTY LOSS OR DAMAGE, AGAINST CARRIER, THE VESSEL, RELATED ENTITIES AND THEIR OFFICERS, AGENTS AND EMPLOYEES, INCLUDING TIME LIMITS AND FORUM FOR CLAIMS AND SUITS, APPLICABLE LAW, ARBITRATION, AND WAIVER OF JURY TRIAL, CLASS ACTIONS AND IN REM PROCEEDINGS.**

**YOU ARE FURTHER DIRECTED TO CAREFULLY READ AND UNDERSTAND SECTION 6 WHICH CONTAINS IMPORTANT TERMS, CONDITIONS, POLICIES, PROCEDURES AND REQUIREMENTS RELATED TO PUBLIC HEALTH, INCLUDING COVID-19.**

**THE BOOKING AND/OR ANY PAYMENT MADE TOWARDS THE PURCHASE OF A CRUISE WITH CARRIER CONSTITUTES ACCEPTANCE BY PASSENGER OF ALL TERMS AND CONDITIONS OF THIS TICKET. REGARDLESS OF WHETHER PASSENGER EMBARKS THE VESSEL.**

**1. DEFINITIONS**

A. The term “Carrier” includes Silversea Cruises Ltd., the Vessel (or any substitute vessel) named on this Passage Contract (the “Ticket”), the Vessel’s owners, operators, managers and charterers and all launches and craft belonging to any such Vessel or owned or operated by its owners, operators, managers, or charterers.

B. The term “Vessel” means the ship chartered, operated, or provided by Carrier upon which Passenger has booked passage and/or embarked.

C. The term “Voyage” means the voyage from the day of embarkation to the day of final disembarkation.

D. The term “Optional Package Programmes” means, individually and collectively, the Silver Sky Air Programme, the Silver Shore Programmes and pre-booked shore excursions, unless otherwise indicated.

E. The terms “You” and “Passenger” mean the person(s) booking and/or purchasing space through Carrier and/or who embark upon the Vessel and any accompanying minors. The benefits and limitations of this Passage Contract shall apply to all such persons and entities as set forth in Sections 5 and 25 below.

F. “Passage Contract” means this “Ticket,” which is a legally binding contract between You and Carrier.

G. “Force Majeure” means and includes war, or warlike conditions, terrorist activities, breakdown, fire, perils of the seas, storms, “foundering” or other weather related occurrences, earthquake, tsunami, flood, vandalism, destructive acts of God or of government, political disturbances, legislative enactments, orders by government agencies restricting travel due to declared pandemics, public health emergencies or outbreaks of communicable disease (including but not limited to COVID-19, influenza, colds and norovirus), quarantines, national or regional emergencies, embargo, riot, civil commotion, regulatory interference, closure of Galapagos National Park to visitors, strikes, lockouts, shortages, industrial and labor disputes and all other causes beyond the reasonable control of Carrier.

## **2. RIGHT TO MODIFY; CANCEL RESERVATION; DISEMBARK**

**Carrier expressly reserves the right to change, modify, adjust or amend the rules and policies delineated in this Ticket at any time and as is necessary in Carrier’s discretion.** The Ticket provisions relating to Carrier’s COVID-19 Policies and Procedures as described herein may be changed or modified as required by public health considerations, requirements or recommendations of government agencies and health authorities in the U.S. and in the jurisdictions visited, and as set forth online at Carrier’s website [www.Silversea.com](http://www.Silversea.com). In the event of a conflict between the Carrier’s policies and procedures related to COVID-19 (“COVID-19 Policies and Procedures”) as described herein and as set forth online in Carrier’s website at [www.Silversea.com](http://www.Silversea.com), the terms of the website shall control. Passengers are encouraged to frequently review [www.Silversea.com](http://www.Silversea.com) for current COVID-19 Policies and Procedures.

Carrier reserves the right to cancel reservations and bookings, regardless of whether a deposit has been received. In such event, unless the cancellation is due to an event of Force Majeure for which no compensation on Carrier’s part is provided for by this Ticket or required by law, and except as provided in Sections 6 and 15 with respect to COVID-19, Carrier’s only liability will be to refund to the Passenger the amount it has received. In the event Carrier is informed that its Vessel or Passengers may be delayed, detained or denied entrance into any port due to the presence onboard of any individual, regardless of the reason for such potential delay, detention or denial, including a known or suspected case of COVID-19, Carrier in its sole discretion may disembark any Passenger whose presence onboard may cause such potential delay, detention or denial and Carrier will not make a refund or be otherwise liable to Passenger in such circumstances, unless otherwise provided for in this Ticket or required by law. Nor shall Carrier be responsible to such Passenger for the lodging, food, return transportation or any other expenses incurred by said Passenger in connection with such premature disembarkation from the Vessel. It shall be the sole responsibility

of Passenger to determine whether Passenger may be delayed, detained or denied entry into any port upon which the Vessel may call.

### **3. CRUISE FARE; TRAVEL AGENT**

Unless otherwise specified, the “cruise-only” fare paid by Passengers covers certain shipboard services including suite accommodations and all meals. The fare may also include gratuities, a special shore event on select sailings and complimentary beverages (including select wines and spirits). Not included in the cruise-only fare are: optional shore excursions, meals ashore unless noted, accommodations while ashore, casino gaming, laundry or valet services, childcare services onboard ship, purchases from the ship boutiques, fuel or security surcharges, or any item or service of a personal nature such as massages, spa treatments, hair styling, manicures and medical care. Some premium wine and spirit selections, and cigars are not included in your fare and some premium wine and spirit selections may not always be available.

Under normal conditions the cruise-only fare is guaranteed at the time of booking. Carrier reserves the right to charge a per person fuel supplement in the event that the price of Brent\* crude oil is greater than US\$80.00 per barrel at any time prior to sailing, up to and including the day of embarkation. \*Brent crude oil prices are published on [www.Bloomberg.com](http://www.Bloomberg.com). Passenger’s cruise fare is not considered paid until Carrier receives full payment, and the amount of the cruise fare is subject to change at any time prior to Carrier’s receipt of payment.

Travel agents are deemed to be the agent of Passenger and not of the Carrier. Passenger understands and agrees that receipt of this Ticket or any other information or notices by Passenger's travel agent shall be deemed receipt by the Passenger as of the date of receipt by the agent. Carrier is not liable for any representation, act or omission of Passenger’s travel agent or the travel agent’s failure to remit the cruise fare or any other fees or charges owed to Carrier on Passenger’s behalf. Passenger shall at all times remain liable to Carrier for the price of passage. Carrier reserves the right to refuse embarkation if all charges and surcharges have not been paid in advance of departure. Passenger acknowledges that Carrier is not responsible for the financial condition or integrity of any travel agent.

### **SILVERSEA GALAPAGOS AIR PACKAGES**

Passengers are strongly recommended to purchase Silversea's Air Package for an additional charge (the "Galapagos Air Package"). The Galapagos Air Package includes Economy Class air service between Quito or Guayaquil (or other gateway city as designated by Silversea) and Galapagos plus applicable transfers in Galapagos between airport/pier, park entrance fees of US\$100 and immigration fees of US\$10. Passengers will be responsible for any increase in the park entrance fees and immigration fees beyond the amounts stated herein.

### **4. SILVER SKY AIR PROGRAMME**

The “Silver Sky Air Programme” includes roundtrip Economy Class air transportation from select

gateways and airports to/from Quito, Guayaquil or other city in conjunction with a Silversea Land Programme. The “Silver Sky Air Programme” is sold as a package, and Passengers electing not to use any portion may do so voluntarily. No refund will be made by Carrier on unused package components unless required by law. The Silver Sky Air Programme is subject to availability at the time of booking.

Carrier will use its best efforts to book connections permitted by the rules of the airlines. In the event that Passenger fails to make a connection between two flights that have been booked by Carrier, then Carrier shall have no liability to Passenger for any losses, expenses or damages.

Carrier is unable to accept unaccompanied Passengers under eighteen (18) years of age on the Silver Sky Air Programme.

## **5. TICKET NON-TRANSFERABLE; BINDING EFFECT**

This Ticket is valid only for the Voyage indicated on the Ticket and may not be sold, transferred or assigned by Passenger. Carrier shall not be liable to make any refund to Passenger for lost Tickets or, unless otherwise stated herein or as required by law, Tickets wholly or partially unused. The terms and conditions of this Ticket apply equally to and are binding on the Passenger, the Passenger’s spouse, heirs, executors, administrators, personal and legal representatives, dependents and next of kin. The Passenger represents and warrants that he/she is duly authorized by and on behalf of all Passengers (including minors) named on this Ticket to agree to all of the terms and conditions of this Ticket and to bind all such Passengers to such terms and conditions.

## **6. PUBLIC HEALTH AND COVID-19 PRACTICES AND PROCEDURES; UNDERSTANDING AND ACCEPTANCE OF RISKS**

A. PASSENGERS ARE ENCOURAGED TO DISCUSS THE ADVISABILITY OF TRAVEL WITH THEIR PHYSICIAN AND TO REVIEW THE U.S. CENTERS FOR DISEASE CONTROL (“CDC”) WEBSITE FOR UPDATED INFORMATION. THE CDC HAS IDENTIFIED ELDERLY PERSONS AND PERSONS WITH CERTAIN CHRONIC MEDICAL CONDITIONS AS BEING AT INCREASED RISK OF LIFE-THREATENING COMPLICATIONS FROM BEING INFECTED WITH COVID-19. PASSENGER ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT WHILE ABOARD THE VESSEL, IN TERMINALS AND BOARDING AREAS, OR DURING ACTIVITIES ASHORE AND/ OR WHILE TRAVELING TO OR FROM THE VESSEL, THE PASSENGER OR OTHER PASSENGERS MAY BE EXPOSED TO COMMUNICABLE ILLNESSES, INCLUDING BUT NOT LIMITED TO COVID-19, INFLUENZA, COLDS AND NOROVIRUS. PASSENGER FURTHER UNDERSTANDS AND ACCEPTS THAT THE RISK OF EXPOSURES TO THESE COMMUNICABLE ILLNESSES AND OTHERS IS INHERENT IN MOST ACTIVITIES WHERE PEOPLE INTERACT OR SHARE COMMON FACILITIES, ARE BEYOND CARRIER’S CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. PASSENGER KNOWINGLY AND VOLUNTARILY ACCEPTS THESE RISKS AS PART OF THIS TICKET, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURES, AND/OR ALL RELATED DAMAGES, LOSS,

COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.

B. In developing COVID-19 Policies and Procedures, Carrier observes guidance and directives of health authorities in the U.S. and the destinations visited, including the CDC and local health agencies when the Vessel is within that agency's jurisdiction. Passenger acknowledges that these directives may change from time to time and that Carrier's COVID-19 Policies and Procedures may therefore change. PASSENGER EXPRESSLY AGREES TO COMPLY NOT ONLY WITH THE COVID-19 POLICIES AND PROCEDURES AS THEY ARE DESCRIBED HEREIN, BUT ALSO AS THEY ARE SET FORTH ON CARRIER'S WEBSITE AT [WWW.SILVERSEA.COM](http://WWW.SILVERSEA.COM), AT ALL TIMES INCLUDING PRE-EMBARKATION, WHILE ON BOARD, DURING PORT CALLS AND SHORE EXCURSIONS AND/OR FINAL DISEMBARKATION. In case of any conflict between the COVID-19 Policies and Procedures described herein or on Carrier's website, the website controls and Passenger's agreement to abide by Carrier's COVID-19 Policies and Procedures as posted on its website constitutes an integral part of this Ticket.

C. Passenger acknowledges that Carrier's COVID-19 Policies and Procedures may or will include (but are not limited to): (1) completion of an accurate, truthful and complete health questionnaire in a form and containing any health or travel-related questions as determined by Carrier in its sole discretion, for each Passenger prior to boarding; (2) pre-embarkation and/or periodic testing and temperature checks of each Passenger; (3) modified capacity rules for activities (including but not limited to restaurants, gyms, and entertainment events onboard and for shore excursions) which may limit or eliminate the ability of Passenger to participate in particular activities; (4) mandatory use by each Passenger (except where medically contraindicated) of face coverings in most locations outside of the Passenger's cabin while onboard, during embarkation, disembarkation and shore excursions; (5) mandatory social distancing of Passengers at any/all times while on board and during embarkation, disembarkation, and shore excursions; (6) additional restrictions during shore excursions depending on local conditions, including but not limited to denial of disembarkation at destinations unless participating in only Carrier-approved shore excursions; (7) mandatory hand-sanitizing by Passenger upon entry or exit of any public areas; (8) confinement of Passengers to cabins, quarantine or emergency disembarkation of Passenger if, in Carrier's sole discretion, such steps are necessary to prevent or slow the spread of COVID-19; (9) the required completion by Passenger in a timely manner of any written authorizations or consent forms required for Carrier to carry out its COVID-19 Policies and Procedures (including but not limited to medical information, medical privacy, or personal data privacy consent forms); (10) vaccination of Passengers with documentary proof satisfactory to Carrier, according to the criteria set forth in Carrier's COVID-19 Policies and Procedures in effect at the time of sailing; and (11) other policies and procedures deemed by Carrier in its sole discretion to be necessary to reduce the risk of spread of COVID-19. Passenger acknowledges that: (i) Carrier's Privacy Policy for Health Protection Measures ("Health Privacy Policy") is an integral part of Carrier's COVID-19 Policies and Procedures; (ii) the Health Privacy Policy has been made available to Passenger; and (iii) Passenger agrees to the terms of the Health Privacy Policy.

D. Notwithstanding any other provision contained herein, any noncompliance by Passenger or members of Passenger's travelling party with Carrier's COVID-19 Policies and Procedures or this Ticket shall be grounds for refusal to board, refusal to re-board after going ashore, quarantine

onboard the Vessel, disembarkation, reporting to governmental or health authorities, or other steps deemed necessary in Carrier's sole discretion under the circumstances to protect the health and well-being of others. Under these circumstances, Passenger shall not be entitled to a refund or compensation of any kind. Passenger will be responsible for all related costs and fines, including without limitation travel expenses and for proper travel documentation for any port, or for departure from or arrival to Passenger's country of residence. Under no circumstances shall Carrier be liable for any damages or expenses whatsoever incurred by any Passenger as a result of such denial of boarding, refusal to re-board, quarantine, disembarkation, or other steps taken by Carrier.

E. Passenger agrees that if at any time within 14 days prior to embarkation, Passenger tests positive for COVID-19, exhibits signs or symptoms of COVID-19, has had close contact with a person confirmed or suspected as having COVID-19, or Carrier otherwise determines in its sole discretion that Passenger is unfit to board because of any communicable illness, Carrier will deny boarding to such Passenger. Under these circumstances, unless Carrier determines that Passenger has failed to comply with Carrier's COVID-19 Policies and Procedures or this Ticket, any Passenger denied boarding because of a known or suspected infection with COVID-19 will be entitled to either a refund or a future cruise credit equal in value to the cruise fare Passenger paid to Carrier, as provided in Carrier's COVID-19 refund and cancellation policy. Carrier, in its sole discretion, may require Passenger to provide verification satisfactory to Carrier of Passenger's positive test result if the test was administered by a provider other than those retained by Carrier. For further details, refer to Carrier's COVID-19 Refund and Cancellation Policy at [www.Silversea.com](http://www.Silversea.com). Under no circumstances shall Carrier have any other liability for any compensation or other damages whatsoever, including but not limited to compensation for lodging or travel.

F. Passenger further understands and agrees that if, after boarding, and even if Passenger has fully complied with all COVID-19 Policies and Procedures, such Passenger tests positive for COVID-19 or exhibits signs or symptoms of COVID-19, Carrier may disembark, refuse re-boarding after a shore excursion, or quarantine Passenger as well as members of Passenger's travelling party, or take other steps which Carrier determines, in its sole discretion, are necessary under the circumstances to protect the health and well-being of others. Under these circumstances, any such Passenger with a known or suspected case of infection with COVID-19 who is disembarked, refused re-boarding, or quarantined shall be entitled to either a prorated refund or a future cruise credit for the unused portion of the cruise fare paid to Carrier, as provided in Carrier's COVID-19 refund and cancellation policy. For further details, Passenger should refer to Carrier's COVID-19 Refund and Cancellation Policy at [www.Silversea.com](http://www.Silversea.com). Each such Passenger is responsible for all other related costs and fines, including without limitation travel expenses. Under no circumstances shall Carrier be liable to any such Passenger for any costs, damages or expenses whatsoever incurred by any Passenger.

If Carrier received payment via credit card and a refund is owed, the refund will be made to that credit card. If Carrier received payment from your travel agent and a refund is owed, the refund will be provided back to that travel agent.

## **7. CANCELLATION BY PASSENGER**

The provisions of this Section 7 apply unless the provisions of Section 6(e) or Section 6(f), relating to a suspected or known infection of a Passenger with COVID-19, apply. For further details, Passengers should refer to Carrier's COVID-19 Refund and Cancellation Policy at [www.Silversea.com](http://www.Silversea.com).

If You find it necessary to cancel your reservation or any component thereof, You or your travel professional are required to contact the Silversea Reservations Department by telephone as well as submit your cancellation in writing. If your cancellation request is received more than 151 days prior to your initial sailing date<sup>1</sup>, a US\$250 non-refundable administrative fee will be charged per person. This administrative fee may be converted to a future cruise credit valid for travel within 24 months from the issuing date.

Cruise tickets must be returned to Carrier before refunds (if any owed) can be processed. If Carrier received payment via credit card and a refund is owed, the refund will be made to that credit card. If Carrier received payment from your travel agent and a refund is owed, the refund will be provided back to that travel agent.

You acknowledge that your cancellation will cause Carrier difficulty in selling a replacement cruise and thus the cancellation fees described herein apply regardless of whether your cabin is resold. You agree that any losses sustained by Carrier in the event of cancellation would be very difficult or impossible to quantify, and the cancellation fees are fair and reasonable as liquidated damages. Cruise cancellation requests received within 151 days of the initial sailing date will be subject to the following charges:

*If received 150-121 days prior to the initial sailing date, a charge of 15% of the total cruise fare per person*

*If received 120-91 days prior to the initial sailing date, a charge of 25% of the total cruise fare per person*

*If received 90-61 days prior to the initial sailing date, a charge of 50% of the total cruise fare per person*

*If received 60-31 days prior to the initial sailing date, a charge of 75% of the total cruise fare per person*

*If received 30-0 days prior to the initial sailing date or non-appearance at the time of sailing, a charge of 100% of the total cruise fare per person*

Penalties apply to changes and cancellations to the following optional package programs as follows:

**SILVER SKY® AIR PROGRAMME DEVIATION, CANCELLATION & ADMINISTRATIVE FEES (the “Fees”)**

All changes to confirmed air schedules at any time prior to departure will incur such fees and charges as the airline supplier may impose and any additional air costs associated with the

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<sup>1</sup> Sailing date means the date scheduled for embarkation and departure.

confirmed changes to travel dates, flight schedules and/or airlines will be the responsibility of the Passengers and relevant fees will be applied to the Passenger's booking. In addition, Passengers will be charged a non-refundable administrative fee of US\$150 per person.

The following cancellation fees are in addition to the applicable cruise cancellation charges set forth above:

If made 90 – 61 days prior to the initial sailing date US\$100 per person processing fee.

If made 60 – 0 days prior to the initial sailing date US\$100 per person processing fee and 100% of the Silver Sky Air Programme fare paid.

### **SILVER SHORE HOTEL CHANGES AND CANCELLATIONS**

If made 90-61 days prior to the initial sailing date US\$100 per person.

If made 60-0 days prior to the initial sailing date 100% of programme fare per person.

### **SILVER SHORE PRE AND POST-CRUISE LAND ADVENTURES CHANGES and CANCELLATIONS**

If made 90-0 days prior to the initial sailing date, the charge is 100% of programme fare per person.

### **TRANSFER- ONLY OPTION CHANGES AND CANCELLATIONS**

If made 5-0 days prior to initial sailing date or non-appearance at the time of transfer 100% of total transfer price per person.

Carrier's cancellation penalties as mentioned above are strictly enforced. No refund or adjustment will be made in the event of interruption or cancellation of the cruise vacation after the commencement of same. Carrier reserves the right to re-invoice in the event of errors.

## **8. UNSCHEDULED EMBARK/DISEMBARK**

National cabotage laws may prohibit Passengers from embarking or disembarking their Voyage in any port except the scheduled embarkation and disembarkation ports. Only those Passengers with a medical emergency may be allowed to embark/disembark the Vessel at an unscheduled embark/disembark port. If an unscheduled embarkation or disembarkation is permitted for Passengers as a result of a medical emergency, or by Section 6 related to Carrier's COVID-19 Policies and Procedures, those Passengers may incur additional charges intended to cover any fine or penalty levied against Carrier, and any other additional costs. Passenger acknowledges and agrees that such additional costs will be added to the Passenger's onboard accounts prior to disembarking the Vessel unless this Ticket provides otherwise or prohibited by law.

## **9. PASSENGER RESPONSIBILITIES**



In addition to any forms or consents required by Section 6 which requires detailed information related to COVID-19, prior to boarding You are required to complete a “Guest Information Form.” No questions may be left unanswered. You may not be permitted to board the Vessel or embark on the cruise, or be asked to disembark after boarding, if complete information has not been provided. Carrier shall have no liability for any refund, payment, compensation or credit of any kind if You are disembarked or denied boarding due to an incomplete Guest Information Form.

The “Guest Information Form” requests the following information:

Full name of each passenger

Passport details

Birth date

Telephone numbers (landline and mobile)

Email addresses

Home addresses

Contact information of family members or others in the event of an emergency must also be provided as Carrier must be able to reach each passenger’s emergency contact at any time of day. Carrier must, therefore, be provided with all accurate and up to date information to allow Carrier to do so (such information should include the name, address, electronic mail address (if available) and phone number (including a mobile phone number if available) of a parent, guardian, spouse, domestic partner, or another person to contact in the event of an emergency.) Carrier shall not be liable for any damages, losses, costs, expenses or other claims, including without limitation claims for emotional distress, in the event Carrier is unable to reach an emergency contact for any reason, including the Passenger’s failure to provide accurate contact information.

Passengers shall arrange to be at the designated location for embarkation (or airport if embarking a voyage in Ecuador) at least two (2) hours before the appointed time for the beginning of pre-boarding procedures (or flight departure) in order to have sufficient time to check their baggage and to have their Ticket and other documentation examined. At the time of embarkation or enplanement, the Passenger is responsible for having received all medical inoculations, COVID-19 information, and testing results necessary for the Voyage and having in their possession this Ticket, valid passports, visas, medical card and any other travel and health documents necessary for the scheduled itinerary and disembarkation. Passengers must retain all necessary documents throughout the Voyage. If any Passenger fails to obtain or to have such documents, that Passenger may be denied boarding and accommodation by Carrier or the Passenger may be disembarked during the Voyage and Carrier shall not be liable to any Passenger for any refund, payment, compensation or credit of any kind for such denial of boarding or disembarkation. It is the responsibility of each Passenger to determine what travel documents, visas, and medical inoculations are required for Ecuador, and Carrier shall have no responsibility to provide such information to Passengers. In the event Carrier provides information or advice as to necessary travel documents, visas and medical inoculations as a courtesy, Passengers are still obligated to personally verify such information with the appropriate government authorities. Carrier does not warrant or guarantee the accuracy of such information. It is also the responsibility of each Passenger to comply without delay 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

the Passenger will travel. Carrier shall not be liable to ensure Passenger's compliance or for any fines or expenses resulting from Passenger's failure to comply. Passenger agrees to reimburse Carrier for any resulting expenses or fines that it may incur in such circumstances.

You must attend all mustering drills while aboard the Vessel. This is an exercise that is required by law and is held for your safety. Your failure to attend a mustering drill may result in your disembarkation from the Vessel without liability to Carrier.

In the event that the government of Ecuador or the Galapagos National Park prevents a Passenger from entering, going ashore or disembarking due to the nature or content of Passenger's passport or visa or for any other reason whatsoever, including a declaration of a public health emergency or by reason of a known or suspected case of COVID-19, Passenger understands that he/she may not be permitted to embark, disembark or go ashore in that country. Passenger agrees that Carrier cannot be held responsible if Passenger is unable to embark the Vessel as scheduled, Passenger is disembarked during the Voyage, or Passenger is required to stay onboard during a port call. Passenger acknowledges and agrees that Carrier shall have no liability for any refund, payment, compensation or credit of any kind to Passenger should any of these events occur unless this Ticket provides otherwise or as required by law.

## **10. RULES AND REGULATIONS; PROHIBITED ITEMS; SEARCH AND SEIZURE**

**Passenger shall at all times comply with the provisions of this Ticket and Carrier's COVID-19 Policies and Procedures set forth on Carrier's website at [www.Silversea.com](http://www.Silversea.com). Passenger shall also comply with any and all applicable laws, rules, policies and regulations, as may be amended and modified.**

You agree to follow, comply with and abide by all of the rules and regulations of Carrier, the rules of the Vessel and the orders and directions of the Captain and other officers of the Vessel. Carrier, the Captain and the officers of the Vessel have the right to use reasonable means to enforce these rules and regulations, which may include your removal from the Vessel, confinement in your suite, or quarantine. Carrier and the Captain shall have the right to deny boarding or to remove a Passenger from the Vessel for any lawful reason, including Passenger's failure or refusal to abide by the COVID-19 Policies and Procedures (as described in Section 6 above or on Carrier's website). In the event that you are removed from the Vessel for any reason, Carrier shall not be liable to you for any refund, payment, compensation or credit of any kind, unless otherwise provided by this Ticket or required by law.

You may not take on board the Vessel any firearms, weapons, explosives, controlled or prohibited substances or illegal drugs, marijuana in any form (including medical marijuana), or flammable or hazardous items, or any contraband prohibited by local, state or national law. Marijuana possession and/or use, including medical marijuana, and possession or use of any illegal drugs, is strictly prohibited in many jurisdictions visited and on the Vessel at all times, as well as in terminals, during shore excursions or any other part of the Voyage, regardless of any local, state, or other laws which might permit use or possession of marijuana. Passengers who violate the laws of any jurisdiction are subject to being reported to law enforcement or customs authorities, arrest and

prosecution. Passengers who bring on board dangerous items, marijuana in any form, or any illegal drugs or controlled substances are also subject to immediate disembarkation or denial of boarding. You shall have no claim for refund, loss, damage, inconvenience or compensation whatsoever under any of these circumstances. Passenger shall be responsible to notify Carrier in advance of the Voyage if there is any question as to the permissibility of taking any item or substance onboard the Vessel.

Carrier, the Captain and the Vessel's officers, in their sole discretion, in order to ensure the safety and well-being of the Passengers, the Vessel and crew, reserve the right to search any Passenger and/or Passenger's cabin, baggage or other property, and to the removal, confiscation, destruction or surrender to authorities, without compensation of any kind, of any hazardous, controlled or prohibited substances or items, including illegal drugs or any form of marijuana, or any object or thing which may, in Carrier's opinion, impair the safety of the Vessel or those on board, inconvenience other Passengers, or violate the laws of any applicable authority relative to the possession and/or transportation of nonprescription narcotics, controlled substances or any other illegal commodity of any nature. Carrier may preserve evidence of any reported incident or comply with any requests from law enforcement authorities and carry out any investigation aboard the Vessel. You hereby consent and agree to any such search and investigation, whether directed by any law enforcement agency (including, but not limited to, the Ecuadorian police or Federal Bureau of Investigation) or requested by the Captain and officers of the Vessel.

## **11. PASSENGER INDEMNITY; USE OF PHOTOS, VIDEOS OR RECORDINGS**

Each Passenger shall be responsible to Carrier for, and shall indemnify Carrier against any and all damage to the Vessel, breakage of any fixtures on the Vessel and the rigid inflatable boats (hereinafter the "RIBs" or "Zodiacs"), and any other losses or expenses which Carrier may incur (including, any penalties, fines, costs, charges, damages, attorney's fees, losses or expenses incurred or imposed upon Carrier) arising out of Passenger's presence onboard or any conduct or activity undertaken by, or any omission or violation of law of Passenger or by any minor passenger for who the Passenger is responsible. Passengers shall neither pay nor receive any maritime "general average" contribution with respect to any property.

Save that the Passenger will have the opportunity to exercise his or her individual image rights in accordance with applicable laws, Carrier (and its assignees and licensees) has the right in perpetuity to use photographic, video, audio and other visual or audio portrayals of Passenger taken during or in connection with the Voyage for any marketing or other promotional purposes without compensation to Passenger. Passenger agrees that all rights, title and interest therein (including all worldwide copyrights therein) shall be Carrier's sole property, free from any claims by Passenger or any person deriving any rights or interest from Passenger. Passenger agrees that any recording (whether audio, video or otherwise) or photograph of Passenger, other passengers, crew or third parties onboard the Vessel or depicting the Vessel, its design, equipment or otherwise shall not be used or appropriated by any Passenger for any commercial purpose, in any media broadcast or for any other commercial use without the express written consent of Carrier. Carrier shall be entitled to take any reasonable measures to enforce this provision.

## **12. GENERAL LIABILITY LIMITATIONS - IMPORTANT NOTICE - PLEASE READ**

**A. LIABILITY LIMITATIONS FOR LOSS OF LIFE AND/OR PERSONAL INJURY**

**CARRIER IS NOT LIABLE FOR INJURY, ILLNESS, OR DEATH OF ANY PASSENGER UNLESS DIRECTLY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CARRIER. FOR PURPOSES OF THIS TICKET, ANY INJURY, ILLNESS OR DEATH OF ANY PASSENGER CAUSED BY AN EVENT OF FORCE MAJEURE WILL NOT BE DEEMED TO BE DIRECTLY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CARRIER.**

**PASSENGER UNDERSTANDS AND AGREES THAT CARRIER SHALL HAVE NO LIABILITY FOR ANY INJURIES OR DAMAGES RESULTING FROM EVENTS OF FORCE MAJEURE. THE PASSENGER ASSUMES THE NORMAL RISKS OF TRAVEL BY SEA AND UNDERSTANDS ACKNOWLEDGES AND ACCEPTS THE RISKS AS SET FORTH IN SECTION 6. IN NO EVENT SHALL CARRIER BE LIABLE TO PASSENGER WITH RESPECT TO ANY OCCURRENCE TAKING PLACE OTHER THAN ON THE VESSEL OR LAUNCHES OWNED OR OPERATED BY CARRIER, UNLESS OTHERWISE STATED HEREIN.**

**ON INTERNATIONAL VOYAGES THAT EMBARK OR DISEMBARK IN A PORT OF A EUROPEAN UNION MEMBER STATE AND DO NOT EMBARK, DISEMBARK OR CALL AT ANY U.S. PORT, CARRIER SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS AND IMMUNITIES FOR DEATH AND/OR PERSONAL INJURY AS PROVIDED UNDER EU REGULATION 392/2009 ON THE LIABILITY OF CARRIERS TO PASSENGERS IN THE EVENT OF ACCIDENTS. ON INTERNATIONAL CRUISES THAT DO NOT EMBARK OR DISEMBARK IN EITHER A PORT IN A EUROPEAN UNION MEMBER STATE OR A U.S. PORT, AND WHICH DO NOT CALL AT ANY U.S. PORT, CARRIER SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS AND IMMUNITIES FOR DEATH AND/OR PERSONAL INJURY AS PROVIDED IN THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA, 1974 AND THE PROTOCOL OF 2002 TO THE CONVENTION (TOGETHER, THE "ATHENS CONVENTION") ON THE LIABILITY OF CARRIERS TO PASSENGERS IN THE EVENT OF ACCIDENTS. UNDER BOTH EU REGULATION 392/2009 AND THE ATHENS CONVENTION, CARRIER'S LIABILITY IS LIMITED TO NO MORE THAN 400,000 SPECIAL DRAWING RIGHTS ("SDR") PER PASSENGER (APPROXIMATELY U.S. \$552,000) IF THE PASSENGER PROVES THAT THE INCIDENT WAS A RESULT OF CARRIER'S FAULT OR NEGLIGENCE. AN SDR IS AN INTERNATIONALLY RECOGNIZED MONETARY MEASUREMENT WHOSE VALUE FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED BY THE INTERNATIONAL MONETARY FUND AT WWW.IMF.ORG OR IN THE *WALL STREET JOURNAL*. IF THE LOSS OR DAMAGE WAS CAUSED BY A SHIPPING INCIDENT, DEFINED AS A SHIPWRECK, CAPSIZING, COLLISION OR STRANDING OF THE SHIP, EXPLOSION OR FIRE IN THE SHIP, OR DEFECT IN THE SHIP (AS DEFINED BY THE EU REGULATION AND ATHENS CONVENTION), CARRIER'S LIABILITY IS LIMITED TO NO MORE THAN 250,000 SDRS PER PASSENGER**

**(APPROXIMATELY U.S. \$345,000). COMPENSATION FOR LOSS CAUSED BY A SHIPPING INCIDENT CAN INCREASE TO A MAXIMUM OF 400,000 SDRS PER PASSENGER (APPROXIMATELY U.S. \$552,000) UNLESS CARRIER PROVES THAT THE SHIPPING INCIDENT OCCURRED WITHOUT CARRIER'S FAULT OR NEGLIGENCE. SHIPPING INCIDENTS DO NOT INCLUDE ACTS OF WAR, HOSTILITIES, CIVIL WAR, INSURRECTION, NATURAL DISASTERS, OR INTENTIONAL ACTS OR OMISSIONS OF THIRD PARTIES. IN CASES WHERE THE LOSS OR DAMAGE WAS CAUSED IN CONNECTION WITH WAR OR TERRORISM, CARRIER'S LIABILITY FOR ANY PERSONAL INJURY OR DEATH (WHETHER OCCURRING DURING A SHIPPING INCIDENT OR A NON-SHIPING INCIDENT) IS LIMITED TO THE LOWER OF 250,000 SDRS PER PASSENGER (APPROXIMATELY U.S. \$345,000) OR 340 MILLION SDRS (APPROXIMATELY U.S. \$469,200,000) PER SHIP PER INCIDENT. PUNITIVE DAMAGES ARE NOT RECOVERABLE FOR CRUISES COVERED BY EU REGULATION 392/2009 OR THE ATHENS CONVENTION.**

**FOR A COPY OF EU REGULATION 392/2009, VISIT [HTTPS://EUR-LEX.EUROPA.EU/LEGAL-CONTENT/EN/TXT/PDF/?URI=CELEX:32009R0392&FROM=EN](https://eur-lex.europa.eu/legal-content/en/txt/pdf/?uri=CELEX:32009R0392&from=en). FOR A COPY OF THE ATHENS CONVENTION AND THE 2002 PROTOCOL THERETO, VISIT [HTTPS://TREATIES.UN.ORG/DOC/PUBLICATION/UNTS/VOLUME%201463/VOLUME-1463-I-24817-ENGLISH.PDF](https://treaties.un.org/doc/publication/unts/volume%201463/volume-1463-i-24817-english.pdf) AND [HTTPS://TREATIES.UN.ORG/DOC/PUBLICATION/UNTS/NO%20VOLUME/24817/A-24817-080000028053BF55.PDF](https://treaties.un.org/doc/publication/unts/no%20volume/24817/a-24817-080000028053bf55.pdf) (FULL TEXT IN ENGLISH BEGINS AT PAGE 40).**

**IN ADDITION, PASSENGERS EMBARKING A CRUISE IN A EUROPEAN MEMBER STATE PORT ARE AFFORDED RIGHTS UNDER EU REGULATION 1177/2010.**

**NOTHING IN THIS TICKET IS INTENDED TO (NOR SHALL IT OPERATE TO) DEPRIVE CARRIER OF THE LIMITATIONS OF LIABILITY OR EXONERATION FROM LIABILITY OF ANY STATUTES OF THE UNITED STATES OF AMERICA AS SET FORTH AT TITLE 46 U.S. CODE SECTIONS 30501 THROUGH 30509 AND 30511. NOR DOES CARRIER WAIVE ANY REMEDIES AVAILABLE TO IT UNDER THE LAW.**

**CARRIER SHALL NOT BE LIABLE FOR ANY INJURIES OR DAMAGES TO PASSENGER WHICH OCCUR WHILE PASSENGER IS PARTICIPATING IN ATHLETIC OR RECREATIONAL ACTIVITIES ONBOARD THE VESSEL OR ONSHORE AT ANY PORT OF CALL, INCLUDING, BUT NOT LIMITED TO, PASSENGER USAGE OF ANY PADDLEBALL, GYMNASIUM, JOGGING, GOLFING, HEALTH CLUB AND SAUNA FACILITIES. BY UTILIZING SAID FACILITIES, PASSENGER AGREES TO ASSUME ALL RISKS ARISING THEREFROM AND DOES HEREBY FULLY RELEASE AND DISCHARGE CARRIER FROM ANY AND ALL CLAIMS, DEMANDS, LOSS, COST, DAMAGES AND CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER THE SAME BE KNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM OR ARISING OUT OF PASSENGER'S USE OR**

**INTENDED USE OF SAID FACILITIES.**

**CARRIER SHALL NOT BE LIABLE TO PASSENGER FOR DAMAGES FOR EMOTIONAL DISTRESS, MENTAL SUFFERING/ANGUISH OR PSYCHOLOGICAL INJURY OF ANY KIND UNDER ANY CIRCUMSTANCES, EXCEPT WHEN SUCH DAMAGES RESULTED FROM (A) PASSENGER SUSTAINING ACTUAL PHYSICAL INJURY, OR (B) PASSENGER HAVING BEEN AT ACTUAL RISK OF PHYSICAL INJURY, OR (C) WHEN SUCH DAMAGES ARE DETERMINED TO BE INTENTIONALLY INFLICTED BY CARRIER.**

**PRE- AND POST-CRUISE TOURS, SHORE EXCURSIONS, AND ANY AND ALL CONNECTING GROUND, VESSEL OR AIR TRANSPORTATION AND OTHER TOURS MAY BE OWNED AND/OR OPERATED BY INDEPENDENT CONTRACTORS AND CARRIER MAKES NO REPRESENTATIONS AND ASSUMES NO RESPONSIBILITY FOR SUCH SERVICES. (SEE ALSO SECTION 13 BELOW)**

**B. LIABILITY LIMITATIONS FOR LOSS OF OR DAMAGE TO PROPERTY**

**CARRIER IS NOT LIABLE FOR LOSS OF OR DAMAGE TO ANY OF PASSENGER'S BAGGAGE OR PROPERTY UNLESS DIRECTLY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CARRIER.**

**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 VALUABLES, 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 OR CONTAINER 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. CARRIER SHALL IN NO EVENT BE LIABLE FOR THE LOSS OF OR DAMAGE TO SUCH ITEMS, AS WELL AS WATCHES, ORNAMENTS, WORKS OF ART, PHOTOGRAPHIC/VIDEO/AUDIO EQUIPMENT OR SUPPLIES, LAPTOP COMPUTERS, CELLULAR PHONES, BINOCULARS, EYEWARE (INCLUDING EYEGASSES, SUNGLASSES AND CONTACT LENSES), MEDICATIONS OR MEDICAL EQUIPMENT, SCOOTERS, DENTAL HARDWARE, RECREATIONAL EQUIPMENT, COSMETICS, PROFESSIONAL OR TRADE EQUIPMENT AND OTHER VALUABLES, WHETHER CARRIED WITHIN YOUR LUGGAGE OR OTHERWISE, UNLESS THE SAME HAVE BEEN DEPOSITED WITH THE MASTER OR OTHER DESIGNATED REPRESENTATIVE AGAINST RECEIPT FOR THE AGREED PURPOSE OF SAFEKEEPING. PASSENGER AGREES THAT THE VALUE OF PASSENGER'S PROPERTY, WHICH INCLUDES ALL BAGGAGE CARRIED BY PASSENGER, DOES NOT EXCEED US\$250 PER PASSENGER AND THAT CARRIER'S LIABILITY FOR SUCH PROPERTY SHALL BE LIMITED TO US\$250 PER PASSENGER. PASSENGER FURTHER AGREES THAT ANY LIABILITY OF CARRIER FOR ANY CAUSE**

**WHATSOEVER WITH RESPECT TO SAID PROPERTY SHALL NOT EXCEED THESE AGREED VALUES AND LIMITATIONS, UNLESS THE PASSENGER SHALL DELIVER TO CARRIER, IN WRITING, PRIOR TO EMBARKATION, A DECLARATION OF THE TRUE VALUE OF THE PROPERTY AND PAY TO CARRIER PRIOR TO EMBARKATION A SUM EQUAL TO 5% OF THE EXCESS OF THE AGREED VALUES SET FORTH HEREIN. IN THAT EVENT THE LIABILITY OF CARRIER, IF ANY, SHALL BE LIMITED TO THE DECLARED VALUE BUT UNDER NO CIRCUMSTANCES EXCEEDING U.S. \$5,000. IN THE EVENT THAT PASSENGER FAILS TO DECLARE, IN WRITING, THE TRUE VALUE AS SET FORTH IN THIS SECTION, CARRIER SHALL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO SUCH PROPERTY. CARRIER'S LIMIT OF LIABILITY ALSO PERTAINS TO ITEMS DEPOSITED IN THE VESSEL'S SAFE DEPOSIT BOXES AND/OR ITEMS PLACED IN PASSENGERS' IN-SUITE SAFES. HAND OR UNLOCKED BAGGAGE, BREAKABLES AND VALUABLES, INCLUDING ALL ITEMS LISTED ABOVE, MUST BE HAND-CARRIED BY PASSENGERS ON AND OFF THE VESSEL, ARE THE FULL RESPONSIBILITY OF THE PASSENGER AT ALL TIMES; AND MAY NOT BE INCLUDED WITH CHECK-IN BAGGAGE. CARRIER SHALL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO SUCH ITEMS.**

### **13. INDEPENDENT CONTRACTORS; SHORE EXCURSIONS, LAND TOURS AND PERSONAL SERVICES**

Carrier is not liable for acts of independent contractors. Independent contractors are available for Passenger's convenience onboard the Vessel and off the Vessel for a variety of services and/or the sale of merchandise available to Passenger. Arrangements with independent contractors are subject to any contracts by and between independent contractors and Passengers. Acts of independent contractors are not acts of Carrier. Independent contractors provide personal services onboard the Vessel which include, but are not limited to, doctors, dentists, nurses, clergy, barbers, hairdressers, manicurists, masseurs, spa operators, vendors of merchandise and apparel or other goods, entertainers, bridge instructors, lecturers, golf pros, hosts, athletic instructors and trainers. Independent contractors also include providers of transportation other than onboard the Vessel, such as providers of air transportation, including transfer services, pre-cruise and post-cruise land packages, excursions and shore trips including, but not limited to, tour concierge and tender services, whether arranged or organized by tour operators, travel agents or through employees or agents of Carrier. All shore excursions and land tours are operated by independent contractors. In arranging for transportation to and from the Vessel with independent contractors and selling or reserving shore excursions, land tours and tour concierges, Carrier provides such services only as a courtesy to Passengers, may impose a charge and earn a profit from the sale of such excursions, services or transportation, and requires that any such persons or entities comply with Carrier's COVID-19 Policies and Procedures, but as a result of these activities assumes no liability for the actions or omissions of such contractors. You assume the risk of utilizing the services and facilities of any independent contractors. Carrier neither supervises nor controls the actions of independent contractors and makes no representations, express or implied, as to their suitability or safety.

As stated in Section 6 or as may be stated on Carrier's website at [www.Silversea.com](http://www.Silversea.com), Carrier's COVID-19 Policies and Procedures will impose certain restrictions with regard to shore excursions

relating to participation, location, time, eligible venues and persons with whom the Passenger may come into contact, as well as restrictions on the number of Passengers. Passenger understands and agrees that Carrier may prohibit Passenger from going ashore in any port of call, and/or limit Passengers going ashore to specific activities or excursions authorized by Carrier, for health-related reasons in its sole discretion.

Independent contractors charge for the products or services sold or rendered, and/or transportation provided to Passenger. In some cases, these charges may be paid through and charged to Passenger's "onboard account."

Passenger and Carrier agree that Carrier is not responsible for, and shall have no liability for, any form of loss, cost, damage or expense, personal injury or loss of property and death, or any airline cancellations, re-routings, and disruption of scheduled services or accommodations arising out of the use of any service or product provided by independent contractors or the acts or omissions of independent contractors. Passenger assumes the risk of any such loss, cost, damage or expense arising out of the use by Passenger of any such independent contractors.

Pre- and post-cruise tours, shore excursions or special events are subject to cancellation and modification based on a variety of terms and conditions established by the independent contractor with respect to offering such tour or service. Carrier is not responsible for any such cancellation or modification.

Independent contractors are entitled to all of the limitations on liability and legal protections afforded to Carrier under this Ticket.

#### **14. TIME LIMITS FOR REPORTING AND FILING CLAIMS**

##### **PASSENGER UNDERSTANDS AND AGREES THAT:**

**A. CLAIMS FOR INJURY, ILLNESS OR DEATH: ANY INCIDENT OR ACCIDENT RESULTING IN INJURY, ILLNESS, OR DEATH TO THE PASSENGER MUST BE REPORTED IMMEDIATELY TO THE VESSEL'S OFFICERS. CARRIER WILL NOT BE LIABLE FOR ANY CLAIM FOR PERSONAL INJURY, ILLNESS OR DEATH UNLESS A DETAILED WRITTEN CLAIM IS PRESENTED TO CARRIER WITHIN SIX (6) MONTHS AFTER THE DATE OF THE INCIDENT OR ACCIDENT. LAWSUITS MUST BE FILED BY PASSENGER WITHIN ONE (1) YEAR OF THE DATE OF THE INCIDENT OR ACCIDENT CLAIMED OR ALLEGED TO HAVE CAUSED THE INJURY, ILLNESS, OR DEATH.**

**B. ALL OTHER CLAIMS: CARRIER WILL NOT BE LIABLE FOR ANY OTHER CLAIM AGAINST CARRIER, INCLUDING BUT NOT LIMITED TO CLAIMS RELATING TO A PASSENGER'S BAGGAGE, ANY ALLEGED VIOLATION OF CIVIL RIGHTS, DISCRIMINATION, CONSUMER OR PRIVACY LAWS, OR OTHER STATUTORY, CONSTITUTIONAL OR LEGAL RIGHTS, OR FOR ANY LOSSES, DAMAGES OR EXPENSES RELATING TO OR IN ANY WAY ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THIS TICKET OR THE PASSENGER'S**



**VOYAGE, OTHER THAN FOR INJURY, ILLNESS OR DEATH, UNLESS A DETAILED WRITTEN CLAIM IS PRESENTED TO CARRIER WITHIN THIRTY (30) DAYS OF THE DATE OF THE CLAIM OR ALLEGED LOSS. SUIT BASED ON ANY SUCH CLAIM MUST BE FILED BY PASSENGER WITHIN SIX (6) MONTHS AFTER THE PASSENGER'S ARRIVAL AT THE FINAL PORT LISTED ON THE TICKET, OR IN THE CASE OF NON-ARRIVAL, FROM THE SCHEDULED DATE OF ARRIVAL. ANY SUCH LAWSUIT MUST BE BROUGHT BY OR ON BEHALF OF THE INDIVIDUAL PASSENGER CONCERNED.**

**C. IF A WRITTEN CLAIM IS NOT MADE AND SUIT IS NOT FILED WITHIN THE TIME PROVIDED IN THIS SECTION 14, THEN THE PASSENGER WAIVES AND RELEASES ANY RIGHT HE OR SHE MAY HAVE TO MAKE ANY CLAIM AGAINST CARRIER ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THIS TICKET OR THE VOYAGE.**

#### **15. ITINERARY/CHANGES/SUBSTITUTION OF VESSELS/SAFETY AND SECURITY**

Passenger acknowledges and agrees that the scheduled itinerary for the Voyage and the announced departure and arrival times are not guaranteed. Carrier reserves the right to substitute another vessel for the scheduled Vessel whether or not owned or operated by Carrier. Any part of this Ticket and the Voyage is subject to cancellation, delay, modification, or island visit cancellation for any reason, including but not limited to weather conditions, exigencies of safe navigation, navigation through regulated waters, ports and channels, Force Majeure, acts of God, labor conflicts, war, hostilities, blockages, explosion, fire, collision, stranding or foundering of the Vessel or breakdown of the Vessel or failure of or damage to the Vessel or its hull or machinery or fittings howsoever and wheresoever any of the same may arise or be caused, or civil commotion, acts or threats of terrorism, riot, insurrection, arrest, order or restraint by governmental authorities (including due to the actions of port officials), requisitioning of the Vessel, political disturbance, inability to secure or obtain or failure of supplies including fuel, strikes onboard or ashore, airline strikes, docking difficulties, congestion, customs or immigration restrictions attributable to travel documents, health certificates, or nationalities of persons onboard, orders by government agencies restricting travel, declared pandemics, public health emergencies or outbreaks of communicable disease (including but not limited to COVID-19, influenza, colds and norovirus), quarantines, national or regional emergencies, directions of underwriters, search and rescue, medical disembarkation of crew or Passengers, or any other circumstances beyond Carrier's control. If necessary, in the sole discretion of Carrier, Carrier may make itinerary changes. Except as provided in Section 16 with regard to early termination of a Voyage due to mechanical failure of the Vessel, and except as provided in Sections 6(e) and 6(f) regarding an actual or suspected COVID-19 case, Carrier shall not be liable to Passengers for any damages or other claims in the event of any delay, changes in itinerary or inability to perform this Ticket by reason of the occurrence of any event or events described in this section.

Passengers assume responsibility for their own safety and Carrier cannot guarantee Passengers' safety at any time. Risks ashore could include war, terrorism, crime, or other potential sources of harm. The United States Department of State and other government agencies regularly issue advisories and warnings to travelers giving details of local conditions. Carrier strongly

recommends that Passengers and their travel agents obtain and consider such information when making travel decisions. Carrier assumes no responsibility for gathering such information.

## **16. HINDRANCE OF PERFORMANCE OF VOYAGE**

Except as provided below with regard to early termination of a Voyage due to mechanical failure of the Vessel, except as provided in Sections 6(e) and 6(f) regarding an actual or suspected COVID-19 case, if the performance of the Voyage or any portion thereof is hindered or prevented (or if in the opinion of Carrier or the Captain is likely to be hindered or prevented) by reason of any event or occurrence as set forth in Section 15 of this Ticket or for any other reason which in the opinion of the Captain is required for the safety of passengers' property or the Vessel, Carrier shall have no liability to Passengers as a result of such cancellation, termination or modification. This includes, but is not limited to, the Carrier having been informed that the Vessel or Passengers may be delayed, detained or denied entrance into Galapagos National Park. If the Voyage is cancelled or terminated early due to mechanical failure of the Vessel, each Passenger shall be entitled to a full refund for a cancelled Voyage or a partial refund for a terminated Voyage. For Voyages terminated early due to mechanical failure of the Vessel, Carrier shall also provide transportation to the Vessel's scheduled port of disembarkation or at Carrier discretion to the Passenger's home city; and lodging if disembarkation and an overnight stay in an unscheduled port are required.

## **17. FITNESS TO TRAVEL; MEDICAL CARE AND ACCOMMODATIONS REQUESTS FOR PASSENGERS WITH DISABILITIES; DENIAL OF BOARDING**

A. Each Passenger acknowledges and voluntarily accepts and assumes the risks inherent in travel by sea, including the risk that advanced medical attention or emergency medical disembarkation may be delayed or beyond Carrier's control or otherwise impossible due to the location of the Vessel, prevailing weather conditions or other circumstances. Passenger represents and warrants that he or she, and those for whom the Passenger is responsible, is physically and otherwise fit to travel on the Voyage. Any condition of the Passenger that may require special attention or treatment of any kind should be reported to Carrier by the Passenger when a reservation is requested. Passengers with special needs are advised that certain international safety requirements, shipbuilding requirements, and/or applicable regulations may cause difficulty for mobility-impaired persons or persons with severely impaired sight and/or hearing.

Passengers requiring wheel-on and/or wheel-off access must contact Carrier prior to booking. Carrier reserves the right to deny boarding to any Passenger who failed at the time of booking to notify Carrier of such requirement. Passengers requiring the use of a wheelchair must provide their own as any wheelchairs available on the Vessel are for emergency use only. For the convenience and comfort of such Passengers, they are strongly encouraged to bring a collapsible wheelchair. Passengers are advised that standard cabins are not designed to be barrier free and wheelchair accessible.

Carrier may be unable to offer extra assistance to meet Passengers' special physical or health-related needs. Carrier strongly recommends that Passengers dependent upon others for personal

needs (eating, bathing, toileting, etc.) travel with someone who is able to assist them, as assistance with these personal activities will not be provided by Carrier.

Pregnant Passengers are required to supply a medical certificate establishing their fitness for travel. Pregnant women who will enter the 24<sup>th</sup> week or more of estimated fetal gestational age at any time during the Voyage will be ineligible to sail, and agree not to book the Voyage or board the Vessel or transport under any circumstances. Carrier will not be responsible or liable for any complication relative to any pregnancy during the entire duration of the Voyage or thereafter.

**CARRIER CANNOT GUARANTEE THAT CERTAIN MEDICAL SERVICES WILL BE AVAILABLE ONBOARD THE VESSEL AND IF MEDICAL SERVICES ARE AVAILABLE, THEY ARE SOLELY FOR THE PASSENGER'S CONVENIENCE. THE MEDICAL SERVICES THAT ARE AVAILABLE WHILE ONBOARD THE VESSEL ARE LIMITED AND PASSENGER UNDERSTANDS THAT THERE MAY BE CIRCUMSTANCES WHERE NEEDED MEDICAL SERVICES CAN ONLY BE PROVIDED BY A SHORESIDE MEDICAL FACILITY OR MEDICAL SPECIALIST.**

**PASSENGER FURTHER UNDERSTANDS THAT THERE MAY BE CIRCUMSTANCES WHERE THE VESSEL MUST BE DIVERTED TO DISEMBARK PERSONS IN NEED OF MEDICAL ATTENTION ASHORE. A REASONABLE CHARGE MAY BE IMPOSED FOR SUCH SERVICES. DOCTOR(S), NURSE(S) AND/OR DENTIST(S) (HEREAFTER COLLECTIVELY "MEDICAL PERSONNEL") ARE CONSIDERED INDEPENDENT CONTRACTORS WHO WORK DIRECTLY FOR THE PASSENGER AND ARE NOT AGENTS OR EMPLOYEES OF CARRIER. MEDICAL PERSONNEL SHALL NOT BE DEEMED TO BE ACTING UNDER THE CONTROL OR SUPERVISION OF THE CARRIER, AS CARRIER IS NOT A MEDICAL PROVIDER. MEDICAL PERSONNEL ARE SOLELY LIABLE FOR THEIR ACTS AND OMISSIONS. AS SET FORTH IN SECTION 13, CARRIER SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGES ARISING OUT OF THE CONDUCT OR ACTIONS OR OMISSIONS OF THE MEDICAL PERSONNEL. EACH PASSENGER HEREBY CONSENTS TO TREATMENT BY THE VESSEL'S MEDICAL PERSONNEL OR BY A PHYSICIAN DESIGNATED BY CARRIER IF, SUBSEQUENT TO EMBARKATION, THE PASSENGER IS UNABLE TO AUTHORIZE OR REQUEST SUCH TREATMENT AND IN THE OPINION OF THE VESSEL'S MEDICAL PERSONNEL NEEDS MEDICAL ATTENTION. EACH PASSENGER AGREES TO INDEMNIFY CARRIER IN THE EVENT CARRIER ELECTS TO PAY THE COST OF EMERGENCY MEDICAL CARE FOR THE PASSENGER, INCLUDING TRANSPORTATION. CARRIER, HOWEVER, IS NOT OBLIGATED TO MAKE ANY SUCH PAYMENTS.**

B. At any port, including the initial port of embarkation, Carrier shall have the absolute right to decline to carry and/or to disembark any Passenger if he or she is suffering from a contagious disease, if his or her health or physical condition otherwise renders him or her, in the opinion of Carrier or the shipboard Medical Personnel, unfit to travel, or if his or her presence may, in the opinion of Carrier be detrimental to the comfort, safety, health, well-being or enjoyment of the other passengers or presents a risk of harm either to himself or herself or to the other passengers and the crew on the Vessel. Carrier shall not be liable for declining to carry or disembarking any

such Passenger. In case of quarantine of a Passenger, the Passenger must personally bear all resulting risks and expenses, including the cost of maintenance during the period of detention.

In addition, Carrier shall have the absolute right to decline to carry and/or to disembark any Passenger from the Vessel or transport at any time, for any of the following reasons: (i) whenever such action is necessary to comply with any government regulation, directive or instruction; (ii) when a Passenger refuses to permit search of his person or property for explosives, weapons, dangerous materials or other stolen, illegal or prohibited items; (iii) when a Passenger refuses upon request to produce positive identification; or (iv) for failure to comply with Carrier's rules and procedures, including, for example, Carrier's Guest Health, Safety and Conduct Policy or Carrier's policies against fraternization with crew; or (v) Passenger's passage is denied by Carrier pursuant to its Refusal to Transport Policy; or (vi) Passenger fails to abide by Carrier's COVID-19 Policies and Procedures (as described in Section 6 above or on Carrier's website). Carrier's Guest Health, Safety and Conduct Policy and Refusal to Transport Policy are available online at [www.silversea.com](http://www.silversea.com).

If Carrier exercises its rights under this Section 17(B), Passenger shall have no claim against Carrier whatsoever and Carrier shall have no liability for refund, compensation loss or damages of Passenger, unless otherwise provided in this Ticket or in Carrier's refund policy or required by law, nor shall Carrier be responsible for the lodging, food, return transportation or other expenses incurred by said Passenger in connection with such denial of boarding or premature departure.

C. Passengers who are disembarked ashore for medical reasons shall be solely responsible for any and all expenses related thereto, including but not limited to physicians, surgeons, hospitals, medications, diagnostic facilities, air ambulance, and evacuation or ground ambulance charges. Passenger hereby agrees to reimburse and indemnify Carrier for any funds advanced on account of any such charges and Passenger agrees to permit Carrier to charge Passenger's credit card for such charges.

## **18. ACCOMMODATION OF CHILDREN**

Carrier is unable to accommodate children less than six (6) years of age aboard the Vessel.

Any child under the age of eighteen (18) years of age must be accompanied in the same suite by a parent or other responsible adult over the age of twenty-one (21) years. In addition, if the adult accompanying this child is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian and received by Carrier prior to sailing.

No childcare services will be provided on board the Vessel.

## **19. ALCOHOL POLICY**

Passengers must be 21 years of age or older to purchase or consume alcohol aboard the Vessel. Carrier reserves the right to refuse to serve anyone (a) who in its sole judgment may be intoxicated; or (b) for any reason necessary in Carrier's or the Captain's or other officer's judgment to preserve the health, safety, comfort or well-being of Passengers and employees.

## **20. SPORTS & RECREATIONAL ACTIVITIES, EXPEDITION EXCURSIONS AND EQUIPMENT**

In consideration of his or her payment of the cruise fare, each Passenger, unless otherwise provided herein, will have the option to utilize Carrier furnished equipment and to participate in various sports and recreational activities and expedition excursions off, under, around, about and on the Vessel and locations visited during the Voyage. These activities include but are not limited to zodiac transfers, kayaking, snorkeling, swimming, hiking and extensive walking. The Passenger acknowledges that: (a) there are inherent risks and dangers involved in his or her participation in such activities that can result in serious injury, death or damage or loss of property; (b) Carrier can in no way guarantee the safety or welfare of Passengers engaging in such activities and provides equipment and instruction only to enhance the Passenger's enjoyment; (c) Passengers knowingly and voluntarily assume the risk of such activities and shall indemnify Carrier against any claims made by or on his or her behalf as a result of using Carrier's equipment and/or participating in such activities; (d) Passengers shall acquire the training necessary to participate in such activities and shall follow the rules and procedures maintained by Carrier; and (e) Carrier shall accept no responsibility for Passenger's failure to abide by governmental rules, regulations and restrictions concerning any such activities.

## **21. PAYMENTS**

Any and all payments by Passengers to Carrier for the service provided onboard the Vessel shall be made in U.S. currency or in such other currency as is acceptable to the respective payee. All amounts payable to Carrier or any such service providers shall be paid before final disembarkation from the Vessel. A 2% transaction fee will be charged for all cash advances.

## **22. CHOICE OF LAW AND FORUM; ARBITRATION AND WAIVER OF JURY TRIAL FOR CERTAIN CLAIMS; WAIVER OF CLASS ACTION AND IN REM PROCEEDINGS**

**(A) THIS TICKET AND ALL DISPUTES OR CLAIMS WHATSOEVER BY PASSENGER SHALL BE GOVERNED EXCLUSIVELY, IN ALL RESPECTS, AND WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES, BY THE GENERAL MARITIME LAW OF THE UNITED STATES, AND WHEN APPLICABLE, THE U.S. DEATH ON THE HIGH SEAS ACT (46 USC §30302). EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN THIS TICKET, PASSENGER AGREES THIS CHOICE OF LAW SUPERSEDES AND PREEMPTS ANY PROVISION OF LAW OF ANY OTHER STATE OR NATION.**

**(B) EXCEPT AS PROVIDED IN SECTION 22(C) WITH REGARD TO CLAIMS OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH OF A PASSENGER, IT IS SPECIFICALLY AGREED BY AND BETWEEN YOU, THE PASSENGER, AND CARRIER THAT ANY AND ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THIS TICKET, YOUR BOOKING OF SPACE, YOUR CRUISE, LAND TOUR OR TRANSPORT SHALL BE LITIGATED SOLELY AND EXCLUSIVELY, IF AT ALL, IN AND BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA**

**IN DADE COUNTY, FLORIDA TO THE EXCLUSION OF THE COURTS OF ANY OTHER NATION OR STATE. IN THE EVENT THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA LACKS SUBJECT MATTER JURISDICTION, THEN ANY SUIT MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION LOCATED IN DADE COUNTY, FLORIDA TO THE EXCLUSION OF ANY OTHER COURT WHERE SUIT MAY OTHERWISE BE BROUGHT.**

**(C) ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER, EXCEPT FOR PERSONAL INJURY, ILLNESS OR DEATH OF A PASSENGER, WHETHER BASED ON CONTRACT, TORT, STATUTORY, CONSTITUTIONAL OR OTHER LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO ALLEGED VIOLATION OF CIVIL RIGHTS, DISCRIMINATION, CONSUMER OR PRIVACY LAWS, OR FOR ANY LOSSES, DAMAGES OR EXPENSES, RELATING TO OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS TICKET, PASSENGER'S CRUISE, LAND TOUR OR TRANSPORT, NO MATTER HOW DESCRIBED, PLEADED OR STYLED, SHALL BE REFERRED TO AND RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE UNITED NATIONS CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("THE CONVENTION") AND THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1, ET SEQ., ("FAA") SOLELY IN MIAMI, FLORIDA, U.S.A. TO THE EXCLUSION OF ANY OTHER FORUM. THE ARBITRATION SHALL BE ADMINISTERED BY NATIONAL ARBITRATION AND MEDIATION ("NAM") UNDER ITS COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND NAM'S FEE SCHEDULE IN EFFECT AT THE TIME OF THE PROCEDURE, EACH OF WHICH ARE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE. ANY QUESTION ABOUT THE ARBITRATION ADMINISTRATORS MENTIONED ABOVE MAY BE DIRECTED TO THEM AS FOLLOWS: NATIONAL ARBITRATION AND MEDIATION, INC., 990 STEWART AVE, 1ST FL., GARDEN CITY, NY 11530, PHONE: (800) 358-2550 EXT. 128. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL NOR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT PASSENGER OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. AN AWARD RENDERED BY AN ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION UNDER THE CONVENTION OR FAA. PASSENGER AND CARRIER FURTHER AGREE TO PERMIT THE TAKING OF A DEPOSITION UNDER OATH OF THE PASSENGER ASSERTING THE CLAIM, OR FOR WHOSE BENEFIT THE CLAIM IS ASSERTED, IN ANY SUCH ARBITRATION. THE ARBITRATOR AND NOT ANY FEDERAL, STATE OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS TICKET INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS TICKET IS VOID OR VOIDABLE. IN THE**

**EVENT THIS PROVISION IS DEEMED UNENFORCEABLE BY AN ARBITRATOR OR COURT OF COMPETENT JURISDICTION FOR ANY REASON, THEN AND ONLY THEN THE PROVISIONS OF SECTION 22(B) ABOVE GOVERNING VENUE AND JURISDICTION SHALL EXCLUSIVELY APPLY TO ANY LAWSUIT INVOLVING CLAIMS DESCRIBED IN THIS SECTION 22(C).**

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

**(E) IN THE EVENT OF A MARITIME TORT, YOU MAY HAVE THE RIGHT TO PROCEED IN REM TO ARREST THE SHIP OR ITS APPURTENANCES FOR PURPOSES OF SECURITY, OR TO PROCEED QUASI IN REM TO ATTACH ANY OF CARRIER'S SHIPS TO ESTABLISH JURISDICTION. YOU HEREBY WAIVE ANY RIGHT YOU MAY HAVE TO AN IN REM OR QUASI IN REM PROCEEDING TO ARREST OR ATTACH ANY OF CARRIER'S SHIPS FOR THE PURPOSE OF OBTAINING SECURITY OR JURISDICTION, AND WILL RELY SOLELY ON THE CREDIT OF THE CARRIER IN BRINGING ANY CLAIM AGAINST CARRIER, IF AT ALL.**

### **23. ANIMALS**

Animals, including service animals, are not permitted onboard Vessels sailing in the Galapagos Islands as their entry into Galapagos National Park is prohibited.

### **24. INTERPRETATION; SEVERABILITY; THIRD PARTY BENEFICIARIES**

Should any provisions of this Ticket be deemed invalid or contrary to the law of any jurisdiction by a court of competent jurisdiction, such provision, or part thereof, shall be deemed to be severed from this Ticket and of no force and effect and all remaining provisions herein shall continue to be in full force and effect. The headings of this Ticket are for convenience of reference only and shall not define or limit any of the terms or provisions herein. Whenever the context so requires, references to the male gender shall include references to the female and references to the singular the plural and vice versa.

You and Carrier agree and intend that certain third parties derive rights and exemptions from liability as a result of this Ticket. Specifically, all of Carrier's rights, limitations of and exemptions from liability, defenses and immunities set forth herein shall also apply to and be for the benefit of certain designated third party beneficiaries which include Carrier's parent company, subsidiary, affiliate, and successor companies and assigns of Carrier and all other the entities identified in this section; the officers, crew, pilots, employees, and agents of Carrier and all other entities identified

in this section; and all concessionaires, independent contractors, physicians and medical personnel, retail shop personnel, health and beauty staff, fitness staff, shore excursion providers, tour operators, shipbuilders, manufacturers and designers of the Vessel and/or installers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to the Vessel or any substitute vessel or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires; as well as owners and operators of all shoreside properties at which the Vessel (or any substitute vessel) may call.

## **25. WARRANTIES/CONSEQUENTIAL DAMAGES EXCLUDED**

**ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR USE, SEAWORTHINESS AND MERCHANTABILITY, ARE EXPRESSLY EXCLUDED FROM THIS AGREEMENT. CARRIER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER.**

## **26. WRITTEN NOTICES**

Except as otherwise expressly provided in this Ticket, all written notices to Carrier required or permitted by this Ticket must be mailed, postage pre-paid, to Silversea Cruises, 333 SE 2nd Avenue Suite #2600, Miami, Florida 33131.

**27. EXCEPT AS PROVIDED IN THIS SECTION, THE PROVISIONS OF THIS TICKET REPRESENT THE ENTIRE AGREEMENT BETWEEN THE PASSENGER AND CARRIER AND IS A BINDING CONTRACT. THE PASSENGER'S PURCHASE OF THIS TICKET REPRESENTS HIS/HER AGREEMENT WITH, ACKNOWLEDGEMENT AND ACCEPTANCE OF, AND CONSENT TO ALL TERMS AND CONDITIONS OF THIS TICKET, WITH ALL PRIOR REPRESENTATIONS, STATEMENTS, ADVERTISING AND SOLICITATIONS, ORAL OR WRITTEN, HAVING BEEN MERGED HEREIN AND SUPERSEDED HEREBY. CARRIER MAY CHANGE OR MODIFY THESE TERMS AND CONDITIONS UPON WRITTEN NOTICE TO PASSENGER. IN THE EVENT OF A DIRECT CONFLICT BETWEEN A PROVISION OF THIS TICKET AND A PROVISION OF THE *CRUISE INDUSTRY PASSENGER BILL OF RIGHTS* ("PBOR") IN EFFECT AT THE TIME OF BOOKING, THE PBOR CONTROLS. IN ADDITION, AS STATED IN SECTIONS 2 AND 6 HEREIN, IN THE EVENT OF ANY CONFLICT BETWEEN CARRIER'S COVID-19 POLICIES AND PROCEDURES AS STATED HEREIN AND SUCH POLICIES AS SET FORTH ONLINE AT [WWW.SILVERSEA.COM](http://WWW.SILVERSEA.COM), THE TERMS OF THE WEBSITE CONTROL.**

SUSG/08SEPT2021