Booking and Sale Terms & Conditions

IMPORTANT NOTICE: THESE ARE THE TERMS AND CONDITIONS GOVERNING THE BOOKING AND SALE OF YOUR CRUISE AND RELATED TRAVEL FROM AMAWATERWAYS, LLC AS SALES AND MARKETING AGENT FOR THE CARRIERS ("TERMS"). A SEPARATE PASSENGER TICKET CONTRACT BETWEEN THE PASSENGER AND THE CARRIER GOVERNS THE CRUISE AND TRAVEL ITSELF. THE **PASSENGER TICKET CONTRACT** IS **AVAILABLE** AT www.AmaWaterways.com/terms-conditions. PLEASE CAREFULLY READ THESE TERMS AND THE PASSENGER TICKET CONTRACT WHICH ARE BINDING TO YOU AND CONTAIN SIGNIFICANT FEES FOR CANCELLATION AND LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS ON DAMAGES FOR BAGGAGE AND OTHER PROPERTY, PERSONAL INJURY, ILLNESS OR DEATH; TIME LIMITS FOR CLAIMS AND SUITS, SWISS CHOICE OF LAW AND SWISS FORUM SELECTION REQUIREMENTS, AND CLASS ACTION WAIVER.

Parties: In these terms and conditions, "you" or "passenger" or "participant" refers to the person booking, purchasing or traveling on the cruise, and to individuals traveling as part of that person's reservation. "We" or "us" refers to AmaWaterways, LLC, a California Limited Liability Company ("AWL"), which acts solely as a sales and marketing agent for the ship's owner, operator and/or charterer ("Carrier") and providers of other forms of transportation, lodging, tours or travel services ("Suppliers"). AMA offers the travel and enters into these terms and conditions with you pursuant to arrangements made with AWL. The term "Carrier" means the owner, operator and/or charterer of the vessel as set forth under "Carrier Information" below. LIABILITY DISCLAIMER: We arrange with others for the services described in these Terms, your confirmation and/or our brochures. Carriers and Suppliers are independent third parties which are separate entities and are deemed not to be our principals, agents, employees or partners. WE ACT SOLEY AS A SALES AND MARKETING AGENT FOR THE CARRIERS AND SUPPLIERS AND DO NOT OWN OR OPERATE ANY SHIP OR OTHER MODE OF TRANSPORTATION, HOTEL OR ACCOMMODATION. ACCORDINGLY, WE RESPONSIBILITY AND LIABILITY FOR, AND PARTICIPANT WAIVES, RELEASES AND ACKNOWLEDGES THAT THERE SHALL NOT BE ANY CLAIM OR RECOURSE AGAINST US FOR OR AS A CONSEQUENCE OF: BREACH OF DUTY, BREACH OF CONTRACT, NEGLIGENT OR WILLFUL OR INTENTIONAL ACT, FAILURE TO ACT OR OMISSION BY ANY CARRIER OR SUPPLIER. Carrier, Supplier and participant obligations and liabilities are subject in each case to terms and conditions of the Passenger Ticket Contract and each Supplier's contract, and any and all laws, regulations and international conventions that apply under those contracts, including, but not limited to choice of law, jurisdiction for disputes, limitations of liability, and time limitations for claims and suits. PARTICIPANT AGREES THAT WE SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS (INCLUDING PERSONAL INJURY, DEATH, AND LOSS OF OR DAMAGE TO PROPERTY) OR EXPENSE OCCASIONED BY ANY ACT OR OMISSION OF ANY CARRIER OR SUPPLIER, OR ANY PROVIDER OF A TRAVEL PROTECTION PLAN, OR INSURER, OR OF ANY OTHER PERSON. If the services of a Carrier or

Supplier cannot be delivered or there are changes in any planned service for any reason beyond our control, we will make an effort to arrange similar services. Any resulting additional expenses will be participant's responsibility. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS, THE PASSENGER TICKET CONTRACT, THE CRUISE OR ANY RELATED TRAVEL OR ACTIVITIES, AND OUR LIABILITY, IF ANY, SHALL IN NO EVENT EXCEED THE AMOUNT PAID TO US FOR THE TRAVEL. THE RESOLUTION OF ANY AND ALL CLAIMS AGAINST CARRIER, RELATING TO OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS CONTRACT AND/OR PASSENGER'S TRAVEL SHALL BE GOVERNED EXCLUSIVELY BY THE LAWS OF SWITZERLAND, EXCLUDING RULES OF CONFLICTS OF LAWS, WHICH THE PASSENGER AGREES REPLACES, SUPERSEDES AND PREEMPTS ANY PROVISION OF LAW OF ANY STATE OR NATION TO THE CONTRARY. PASSENGER AGREES THAT ALL CLAIMS WHATSOEVER ARISING OUT OF OR RELATING TO THIS CONTRACT OR PASSENGER'S TRAVEL SHALL BE LITIGATED BEFORE THE "CIVIL COURT IN BASEL ("ZIVILGERICHT BASEL-STADT), SWITZERLAND", TO THE EXCLUSION OF THE JURISDICTION OF COURTS OF ANY OTHER COUNTRY. PASSENGER CONSENTS TO JURISDICTION AND WAIVES ANY VENUE OR OTHER OBJECTION TO VENUE OR PERSONAL JURISDICTION THAT MAY BE AVAILABLE TO ANY SUCH ACTION OR PROCEEDING BEING **BROUGHT IN SAID COURT.**

PASSENGER TICKET CONTRACT: ALL SHIP TRANSPORT IS PROVIDED ACCORDING TO THE TERMS AND CONDITIONS OF THE PASSENGER TICKET CONTRACT, WHICH IS SENT AT THE TIME OF BOOKING, IS INCLUDED IN THE DIGITAL TRAVEL DOCUMENTS SENT PRIOR TO THE CRUISE AND IS AVAILABLE FOR REVIEW AT <u>www.amawaterways.com/terms-conditions</u>. THE PASSENGER TICKET CONTRACT ESTABLISHES LIMITS OF LIABILITY, LIMITS ON CLAIMS, AND TIME LIMITS FOR MAKING CLAIMS, AS WELL AS OTHER RESTRICTIONS, LIMITS AND DISCLAIMERS OF CARRIER'S LIABILITY FOR YOUR DEATH, ILLNESS, INJURY, OR DAMAGE CLAIMS RELATING TO BAGGAGE OR PERSONAL PROPERTY. IT IS GOVERNED BY SWISS LAW AND INCORPORATES PROVISIONS AND LIMITATIONS UNDER THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA, 1974, AND THE PROTOCOL TO THE CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA, 1976, THE INTERNATIONAL CONVENTION ON LIMITATION OF LIABILITY FOR MARITIME CLAIMS, 1976, AND THE STRASBOURG CONVENTION ON THE LIMITATION OF LIABILITY OF OWNERS OF INLAND NAVIGATION VESSELS, 2012. VENUE FOR LITIGATION OF ANY DISPUTES UNDER THE PASSENGER TICKET CONTRACT IS EXCLUSIVELY IN THE COURTS OF BASEL, SWITZERLAND.

CLASS ACTION WAIVER: THESE TERMS AND THE PASSENGER TICKET CONTRACT PROVIDE 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 AGAINST US OR THE CARRIER WHATSOEVER 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. Carrier Information: For vessels flying the Swiss flag, the Carrier is AmaWaterways GmbH, an entity organized under the laws of Switzerland. For vessels in Portugal, the Carrier is DouroAzul, Sociedade Maritimo Turistica S.A, an entity organized under the laws of Portugal. For the vessels in Egypt, the Carrier is a partnership between AmaWaterways LLC and Wings Tours & Nile Cruises, an entity organized under the laws of Egypt. For the vessel in Vietnam, the Carrier is Indochina Waterways, an entity organized under the laws of Vietnam. For the vessels in Colombia, the Carrier is AmaMagdalena S.A.S., an entity organized under the laws of Colombia. For the vessel in Namibia, the Carrier is Zambezi Queen Holidays PTY Ltd, an entity organized under the laws of Namibia. For a complete and up-to-date listing of the registry and Carrier for each vessel, visit www.AmaWaterways.com/CarrierInformation.

Deposit and Final Payment: To confirm a river cruise or river cruise and land reservation, we require a deposit of \$400 per person for Europe, Colombia and Asia, \$1,200 per person for Egypt and \$2,400 per person for Africa itineraries on or before the deposit due date indicated on the confirmation. For transoceanic airline fares reserved through AmaWaterways, a non-refundable deposit of \$350 per person for Economy and Premium Economy class or \$600 per person for Business/First class tickets is required to issue ticket(s) within 24 hours for the flight schedule offered and accepted. Upon receipt of deposit, air will be ticketed, at which time deposits will be nonrefundable. Any air schedules and ticketing relating to AmaWaterways air promotions will be provided 75 - 90 days before the travel start date or once full payment is received for the river cruise and promotional air price (if any). Any itineraries that include intra-air flights require a non-refundable deposit (also applies to combination cruises) and will be advised at time of booking. Bangkok land package requires a nonrefundable deposit of \$200 per person. The Rwanda extension requires an additional non-refundable deposit of \$1,500 per person for the Mountain Gorilla permit and \$100 per person for the Golden Monkey permit. Hotel Extra Nights require a non-refundable deposit of \$50 per stateroom at the time of confirmation of the hotel availability. The Concierge Golf Program requires an additional non-refundable deposit of \$700 per person. Other custom arrangements may also require non-refundable deposits and will be advised at the time of booking. Final payment is due no later than 90 days before the travel start date. Failure to provide full payment by 90 days prior will result in cancellation of all services booked with AmaWaterways. Should that occur, all penalties would be assessed for the components booked as per the AmaWaterways cancellation timeline listed below, regardless of any reinstatement requests of services received after the cancellation is processed. Please note any prior confirmations of land packages or airline schedules would no longer be valid in the event a reinstatement is requested and all availability for cruise, land and air would be subject to change based

on availability at time of re-booking and is subject to current market pricing at such time. Cruise Protection Plan would be non-refundable in the event of cancellation and would need to be repurchased entirely on the reinstated reservation.

Cancellation Charges: In the unfortunate event a participant must cancel travel, notice must be made to AmaWaterways during standard business hours or via email to Res@amawaterways.com, which must include writing stating clearly and correctly each guest's name, ship name, start and end date of the cruise and a brief statement of the reason for cancellation. Other forms of notice are not sufficient. Cancellations received within 24 hours of vacation start date will be deemed as trip interruption, cannot be cancelled and are 100% non-refundable. The effective date of the cancellation is the date AmaWaterways receives cancellation notice. A change in sailing date, name changes, the substitution of a participant or a reduction in the number of guests in a stateroom are treated as a cancellation in that all applicable cancellation charges apply. A reduction in occupancy is subject to a single supplement charge. Cancellation charges for bookings within charter and part-charter agreements are as per the charter contract. All other cancellation charges are per person, based on the cancellation date, as seen in the chart below. You acknowledge that your cancellation will cause us and the Carrier difficulty in selling a replacement cruise or cruise and land reservation and thus the cancellation fees described below apply regardless of whether your cruise or cruise and land reservation is resold. You agree that any losses sustained by us and/or the 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.

DAYS BEFORE DEPARTURE	CRUISE & LAND CANCELLATION CHARGE	AIRFARE CANCELLATION CHARGE (ECONOMY CONTRACT FARES)	AIRFARE CANCELLATION CHARGE (BUSINESS/FIRST CLASS CONTRACT FARES)	OTHER CHARGES (EXCEPT INSURANCE)
121 days or more prior to departure	\$200 (Europe, Colombia & Asia)	\$350 penalty*	\$600 penalty*	-
	\$600 (Egypt)			
	\$1,200 (Africa)			
120-90 days prior to departure	\$400 (Europe, Colombia & Asia)	- \$350 penalty*	\$600 penalty*	-
	\$1,200 (Egypt)			
	\$2,400 (Africa)			
89-60 days prior to departure	35% of cruise and land price	\$350 penalty*	\$600 penalty*	35% of all charges
59-31 days prior to departure	50% of cruise and land price	\$350 penalty*	\$600 penalty*	50% of all charges
30 days to 25 hours prior to departure	100% of cruise and land price	\$350 penalty*	\$600 penalty*	100% of all charges
24 hours or less	100% of cruise and land price	100% penalty	100% penalty	100% of all charges

Additional cancellation penalties for special programs may be assessed in addition to the above; please see "Deposit and Final Payment" for more information. Cruise Protection Plan and Travel Waiver Plus premiums are non-refundable once purchased. Please note the above penalties are provided on a per person basis. *Airline cancellation charges imposed upon receipt of full payment of either airfare and/or river cruise relating to AmaWaterways air promotions, and if airline tickets have been issued. Certain international airline tickets, including published air tickets, may be 100% non-refundable and details will be advised at the time of booking. All intra-Europe, intra-Colombia, intra-Asia, intra-Africa and intra-Egypt flights, as well as Amman-Cairo and Cairo-Tel Aviv flights are non-refundable at the time of purchase. Except as otherwise provided in your Passenger Ticket Contract, after travel begins, there is no refund for unused services, or unused portions of cruise, land packages or airfare.

Pricing: All prices are in US dollars. In the event that a cruise fare listed, quoted or advertised through any website, printed collateral, reservations person, travel advisor or any other source is booked, but is incorrect due to an electronic error, typographical error, human error or any other error causing the fare to be listed, quoted or advertised for an amount not intended by AmaWaterways, AmaWaterways reserves the right to correct the erroneous fare by requesting the passenger to pay the correct fare intended, or by canceling the cruise. Airfares, air taxes and air surcharges quoted on your invoice or by a reservation agent are only guaranteed once airfare deposit or full payment is received by AmaWaterways. AmaWaterways reserves the right to increase prices without notice.

Prices Do Not Include: Published prices do not include airfare, vessel fuel surcharges, passport and visa fees, baggage fees, travel protection, vaccinations, laundry, additional food and beverages, optional excursions, gratuities or other items or services of a personal nature.

Passport and Visas: A valid passport is required for each participant. For travel to Europe, at time of publication US Passport holders do not require a visa to travel. Passports must be valid for at least six (6) months after the scheduled return date to your home country, unless stated otherwise.

NAME OF THE PROGRAM	VISA REQUIREMENT*	PASSPORT VALIDATION*	PASSPORT EMPTY PAGE REQUIRED*
		at least six (6) months after the	PASSFORT LIMIT IT FASE REQUIRED
Riches of The Mekong Program begins in Hanoi	Multi entry visa for Vietnam, Single entry visa for Cambodia	scheduled return date to your home country.	4 empty visa labeled pages
Riches of The Mekong Program begins in Siem Reap	Single entry visa for Vietnam, Single entry visa for Cambodia	at least six (6) months after the scheduled return date to your home country.	4 empty visa labeled pages
Charms of The Mekong Program ends in Hanoi	Multi entry visa for Vietnam, Single entry visa for Cambodia	at least six (6) months after the scheduled return date to your home country.	4 empty visa labeled pages
Charms of The Mekong Program ends in Siem Reap	Single entry visa for Vietnam, Single entry visa for Cambodia	at least six (6) months after the scheduled return date to your home country.	4 empty visa labeled pages
Bangkok extension	Visa exempt	at least six (6) months after the scheduled return date to your home country.	2 additional empty visa labeled pages
Secrets of Egypt & the Nile	Single entry visa for Egypt (apply online several weeks prior to arrival date)	at least six (6) months after the scheduled return date to your home country.	2 empty visa labeled pages
Jordan extension	Single entry visa for Jordan obtained upon arrival by AmaWaterways	at least six (6) months after the scheduled return date to your home country.	2 additional empty visa labeled pages
Dubai extension	Visa exempt	at least six (6) months after the scheduled return date to your home country.	2 additional empty visa labeled pages
Israel extension	Visa exempt	at least six (6) months after the scheduled return date to your home country.	2 additional empty visa labeled pages
Turkey extension	Single entry visa for Turkey	at least six (6) months after the scheduled return date to your home country.	2 additional empty visa labeled pages
Discover Africa Discover Africa with Johannesburg	Visa required for Zimbabwe and obtained at border	at least six (6) months after the scheduled return date to your home country.	6 empty visa labeled pages
Rivers and Rails Rivers and Rails plus Greater Kruger National Park	Visa required for Zimbabwe and obtained at border	at least six (6) months after the scheduled return date to your home country.	6 empty visa labeled pages
Stars of South Africa	Visa required for Zimbabwe and obtained at border	at least six (6) months after the scheduled return date to your home country.	6 empty visa labeled pages
Wildlife and the Falls	Visa required for Zimbabwe and obtained at border	at least six (6) months after the scheduled return date to your home country.	6 empty visa labeled pages
Golden Trails of Africa Golden Trails of Africa with Cape Town	Visa required for Zimbabwe and obtained at border. Visa required for Tanzania and must be obtained prior to arrival in Africa	at least six (6) months after the scheduled return date to your home country.	8 empty visa labeled pages
Rwanda extension	Visa required	at least six (6) months after the scheduled return date to your home country.	2 additional empty visa labeled pages

*Requirements as of time of publication

Non-US citizens must consult the appropriate consulates regarding visa and other document requirements. Obtaining required visas and any other required travel documentation and assuring these are complete and correct in all ways, is the sole responsibility of each participant. We are not in a position to obtain or verify the accuracy or completeness of any participant's visa or other required documentation and shall not be responsible or liable for delay or missed portion of any part of the itinerary or other problems resulting from the participant lacking the appropriate travel documentation.

Travel Documents: Only after receipt of full payment, final Digital Travel Documents (including airline confirmation information, if applicable) will be sent via email, approximately 3-4 weeks prior to departure. (Delay in final payment will delay delivery of Digital Travel Documents.) Requests for expedited Digital Travel Documents may be possible for an additional charge.

FLIGHTS & AIRPORT TRANSFERS

Flight Schedules & Airfares: AmaWaterways offers special airfares based on the flight and seat availability of contracted carriers. We are able to accept a traveler's choice of preferred air carrier, flight schedule, and some deviations so long as the requests are made at the time of booking the airline reservation. To hold/confirm an airline reservation, the airlines require your full legal name as it appears on your passport. For contract airline fares, a non-refundable deposit of \$350 per person for Economy and Premium Economy class or \$600 per person for Business and First-class tickets is required to issue ticket(s) within 24 hours for the flight schedule. Any quoted price is not guaranteed, as well as when changes are requested by the guest, such as name or date changes, or if an airline-imposed schedule change is not accepted prior to ticketing. Once your airline tickets have been issued, any changes will be subject to penalty, and any applicable fare differential, if not cancelled within 24 hours of ticketing. Any itineraries that include intra-air flights require a non-refundable deposit (also applies to combination cruises). Should the name on your airline reservation not match your passport exactly, your airline reservation will have to be cancelled, full penalties will be assessed, and your reservation will have to be recreated subject to market pricing at the time of the new reservation. Any air schedules provided by AmaWaterways are subject to change without notice as imposed by the carrier due to reasons beyond our control. Airfares in conjunction with promotional offers are subject to specific terms as outlined with offer details.

Air tickets are Economy class. Upgrading to Premium Economy, Business or First class is possible for an additional charge pursuant to the terms and conditions of the relevant airline(s). AmaWaterways guarantees upgrades for long-haul flights, but not U.S. domestic flights, intra-Europe, intra-Colombia, intra-Asia, intra-Egypt and intra-

Africa flights. Upgrades may not be possible when an air carrier changes the schedule, aircraft type, experiences a strike, overbooking or flight interruption of any kind. Air carriers reserve the right to do all the above. In such cases, all claims for airfare adjustment must be requested directly to the air carrier.

Air carriers require the passenger name to appear on the airline ticket exactly it appears on the passport. If it does not match exactly, AmaWaterways shall not be responsible or liable for the consequences which could include re-issue fees or denial of boarding. AmaWaterways shall not be responsible or liable for costs resulting from airline schedule changes, lost air ticket, delay, disruption or cancelled flight, lost or damaged baggage, missed connections, downgrades, denied boarding or voluntarily buying replacement tickets. Should a replacement ticket be purchased without collaboration or approval with an AmaWaterways representative, this cost will be incurred to the guest alone and AmaWaterways will have no obligation to refund the cost of any new ticket purchased. In any of these instances, claim must be made directly with the air carrier (and air carrier alone) for any requested reimbursement. In the event any situations as noted occur whilst traveling, AmaWaterways Emergency team will attempt to accommodate and book an alternative, however this cannot be guaranteed and the final accommodation provided will be at the sole discretion of the airline carrier. Once airline check in is completed and/or tickets have been reissued by the airline (at any time during the booking process), AmaWaterways will be limited to making further changes on a guest's air tickets as the airline will have sole control of the guest's PNR and/or ticket after this time and all changes must be handled directly with the airline by the guest. This is also the case for any post travel resolution or reimbursement requests for air – these must be directed to the air carrier by the guest and AmaWaterways is not able to assist as traveler must initiate all claims directly. Airline responses and subsequent resolutions may take up to 9 months or more if the airline is willing to consider the request. AmaWaterways recommends that in all situations as listed above, all receipts are retained for costs for submission of claims to the guest's insurance company, should these situations be deemed a coverable reason under their insurance policy.

AmaWaterways will endeavor to book guests traveling together on conjunction bookings on the same air schedule where possible if the requests are made at the time of booking the airline reservation. All requests are subject to availability, at time of booking, and with the full knowledge by AmaWaterways that guests are requesting to be booked on the same schedule. As airline-imposed schedule changes are beyond our control, AmaWaterways cannot guarantee airline protection will be the same for all guests traveling together and as such, in the event of a schedule change, guests on conjunction bookings, may be protected on different flights accordingly.

Changes: Airline tickets issued by AmaWaterways have restrictions and cannot be reissued, transferred, or exchanged. Any changes whatsoever made to an airline ticket

will incur a minimum \$350 per ticket change fee for Economy and Premium Economy class (\$600 for Business and First class), plus any additional increase in the cost of the airfare. A change or refund request for tickets purchased through AmaWaterways must be made through AmaWaterways but may not be possible. Once a trip commences, only the date of the return flight ticket can be modified for \$350 per ticket change fee for Economy and Premium Economy class (\$600 per ticket for Business and First class). Other changes may require purchase of a new ticket. The original return air ticket has no residual value.

Limitation on Special Requests & Frequent Flyer Numbers: AmaWaterways will try to relay requests for special meals, adding frequent flyer numbers or for seat assignments, etc. However, confirmation of any request rests solely with the airline and the passenger or travel advisor must always confirm directly with the airline. It is recommended that each passenger provide their frequent flyer number to the airline at the time of check-in. Please note that airline tickets issued by AmaWaterways have restrictions that may not allow credit in part or whole for frequent flyer miles. Checking with the air carrier is the responsibility of the passenger.

Baggage: Checked and carry-on baggage are subject to restrictions that usually involve weight, size and/or number of pieces. Please check with the respective airline regarding baggage policies. There are strict luggage restrictions for our programs in Africa; please ask for details. We shall not be responsible or liable for costs or consequences for exceeding the airline's baggage restrictions, or for loss, theft, damage or delay to passenger's baggage.

Airport Transfers: Guests purchasing transoceanic airfare through AmaWaterways may qualify for complimentary group airport transfers for a scheduled arrival between the airport and the ship or hotel, and on a scheduled departure between the hotel or the ship and airport. Airport transfers in Africa and Egypt to/from the hotel are included on the first and last days (when applicable) of your trip, unless deviating from advertised program. If airport transfers are not reflected on your confirmation, AmaWaterways will not be responsible for providing airport transfer service. Please note: our group airport transfer service may involve some waiting time. All guests making their own airfare arrangements are responsible for arranging their transportation to/from the airport (except Africa and Egypt). Individual airport transfers can be purchased for those guests who are scheduled to arrive/depart on our itinerary dates, please ask for details.

Changes in Cruise and Cruise & Land Itineraries: Carrier seeks to provide services as published or stated in the Digital Travel Documents. But deviations to planned cruise, cruise & land itinerary or any other aspects of the travel may occur. If conditions make cruise routes unsafe for navigation or in other respects, or raise sufficient doubt about safety, Carrier reserves the right to modify or provide alternate services. These may include, but are not limited to, providing accommodation on the docked ship and/or

substituting ground arrangements. An effort will be made to try to arrange elements of the cruise and cruise & land itineraries similar to those originally planned, but the level of similarity may vary. Except as otherwise provided in your Passenger Ticket Contract, such changes will not entitle you to any credit or a refund. Cruise, cruise & land itineraries, and all other aspects of the cruise and travel are subject to change with or without notice.

Hotel Accommodations: We will seek to use hotels listed (if any) on your confirmation. Changes may be necessary; therefore, use of such hotels is not assured. An effort will be made to substitute similar hotels, but the level of similarity may vary. Standard policy for hotels is to have rooms available for check-in no earlier than 3:00 p.m. Subject to the discretion of the hotel, triple-occupancy hotel accommodations may involve the use of hotel rooms with just two beds. Only those guests who have elected to take our Cruise & Land program on the brochure itinerary dates will receive transfers between the hotel(s) and the ship.

Cancellation by Carrier: Carrier reserves the right to cancel, change or postpone any cruise departure date and itinerary. In the event of a complete cancellation of a departure by Carrier, we will refund monies paid for the cruise or cruise & land package to those participants who have not previously cancelled. See Passenger Ticket Contract for further details.

Personal Changes: Except as otherwise provided in the Passenger Ticket Contract, participant's deviation from the published itinerary for any reason will not entitle participant to any reduction in charge. Participant will bear a full charge for any unused services.

Child Policy: All guests under the age of 18 are to be in a stateroom with an adult and must remain supervised at all times; their safety is the responsibility of the accompanying adult(s). In the case where a triple or quad occupancy stateroom is not available or not selected, children under the age of 10 at the time of embarkation may share a stateroom with two adults only in circumstances where the child is able to share the bed with the adults – no additional bed will be provided. Please be aware that balcony staterooms of any kind may be unsafe for minors if left unsupervised. There is a minimum age limit of 4 years old, unless otherwise agreed upon by AmaWaterways. On our Africa Safaris & Wildlife Cruise program, due to safety precautions, there is a minimum age limit of 12 years old, unless otherwise agreed upon by AmaWaterways. AmaWaterways does not provide child-specific programs or child-minding facilities. Participants with Disabilities: Because the tours offered occur in various countries,

Participants with Disabilities: Because the tours offered occur in various countries, accessible facilities may not be available on board or in many places visited on the cruises and cruise tours we offer. If you (participant) have a disability and reasonable accommodation may enable you to use the services, please let us know how you believe we can help. Participant are requested to inform us in writing, at or immediately after making the reservation, but in any event as early as possible, of any mobility

impairment or other condition, whether physical, emotional or mental, which may require accommodation or use of an assistive device during the travel. A reasonable effort will be made to accommodate special needs, but we are not responsible for denial of service by Carriers, hotels, or other independent Suppliers. Depending on the applicable law, a participant, who, due to impairment, is not self-sufficient, may need to travel with a companion who shall take responsibility for assistance needed during travel and in case of emergency. An individual with a disability that would result in a direct threat to the health and safety of others or to that individual may be excluded, if it is determined there is a significant risk that cannot be eliminated or reduced to an acceptable level by reasonable accommodations, policies, practices, procedures assistive devices or services. If participant fails to timely inform us of any impairment or condition and/or their participation poses a safety risk to participant or direct health or safety threat to others, participant may be excluded from parts or all of the travel. We shall have no liability to participant relating to any condition, treatment, failure to inform us of an impairment, or resulting exclusion.

Due to medical safety guidelines, we are unable to accommodate passengers who will enter their 24th week of pregnancy by the time of the cruise.

Medical: Medical doctors are not available on any vessel. If medical services are required, efforts to contact local medical providers will be made. A participant requiring such assistance is solely responsible for all related charges. We will not be responsible or liable for sufficiency of our efforts to reach medical providers, unavailability, delay, quality or other aspect of any such services. Participant is encouraged at time of booking and well before departure, to review participant's health and medical conditions and insurance and consult participant's health care and insurance providers regarding needs and scope of coverage for any incident or need that may occur during travel, and to obtain supplemental health and medical insurance for the travel, as needed.

Inoculations and Medical Preparation: All passengers traveling on certain Africa itineraries will require Yellow Fever vaccination. AmaWaterways strongly recommends that all passengers take malaria pills for travel to Africa. Please contact your personal physician or local health department prior to travel for further detailed information and recommended precautionary measures.

Smoking: Smoking is only permitted on the ship's Sun Deck in the designated smoking area.

Diet: Special dietary requests must be provided to us at time of reservation. An effort will be made to meet the request, but we cannot assure the request can be accommodated.

California Seller of Travel Law: We are registered with the California Attorney General, California Seller of Travel Program as AmaWaterways LLC, registration number CST 2065452-20. Registration as a seller of travel does not constitute approval by the State

of California. This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if we were registered and participating in TCRF at the time of sale and you are located in California at the time of payment.

By confirming the reservation with payment, the guest/ travel advisor acknowledges that they are aware of and will comply with these Terms. For the most current version of the General Information and Terms, which will supersede the Terms and Conditions published in any of our brochures in the event of a conflict and any prior oral, implied, written or other representation or agreement between you and us, please visit www.AmaWaterways.com/terms-conditions.