

PASSENGER TICKET CONTRACT

IMPORTANT NOTICE: THIS PASSENGER TICKET CONTRACT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AS PASSENGER AND THE CARRIER AND GOVERNS YOUR CRUISE AND ANY RELATED TRAVEL. PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

AS THIS CONTRACT LIMITS YOUR LEGAL RIGHTS AND REMEDIES AND PROVIDES PROTECTIONS TO EACH OF THE ENTITIES IDENTIFIED AS "CARRIER" AND THEIR AFFILIATED ENTITIES AND PERSONNEL. THIS CONTRACT CONTAINS SIGNIFICANT FEES FOR CANCELLATION, AND IN SECTIONS 7-10 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 CLAUSE FOR SUITS, AND CLASS ACTION WAIVER. BY BOOKING THE TRAVEL, REGARDLESS IF PAYMENT HAS BEEN MADE IN PART OR IN FULL, AND WHETHER OR NOT YOU HAVE BOARDED THE VESSEL, YOU EXPLICITLY AGREE TO ACCEPT AND BE BOUND BY ALL THE TERMS OF THIS CONTRACT EVEN THOUGH IT DOES NOT REQUIRE YOU OR THE CARRIER TO SIGN IT.

IF YOU DISAGREE WITH OR ARE UNWILLING TO BE BOUND BY ANY OF THE TERMS OF THIS CONTRACT, PLEASE DO NOT PARTICIPATE IN THE CRUISE OR RELATED TRAVEL BEING OFFERED.

TO REDUCE OR MANAGE YOUR RISKS OF FINANCIAL LOSS AND OTHER LOSS ARISING FROM INJURY, DEATH, LOSS OF OR INJURY TO PROPERTY, CANCELLATION OR DELAY OF TRAVEL AND OTHER RISKS, CARRIER RECOMMENDS THAT YOU OBTAIN YOUR OWN VACATION PROTECTION INSURANCE, TRAVEL INSURANCE, ACCIDENT, LIFE AND OTHER FORMS OF INSURANCE.

1. DEFINITIONS:

"Baggage" means all Passenger baggage allowed on the Vessel pursuant to this Contract, which is placed in Passenger's cabin, or stored in the Vessel's baggage room, holds or safe against receipt therefore at Passenger's request.

"Captain" means the individual serving as Captain of, or Master of the Vessel, and anyone acting under such individual's authority.

"Carrier" means the entity that owns, operates and/ or charters the Vessel on which your cruise takes place, as indicated in this section. The term "Carrier" also includes all of these entities' shareholders, members, owners, directors, officers and employees, all Vessels operated by each Carrier, and each Vessel's owners, managers, operators, charterers, agents, crew, pilots, and employees. For purposes of the defenses, limitations of liability and the rights of the Carrier as stated in this Passenger Ticket Contract only, the term "Carrier" also includes, AmaWaterways, LLC, a California limited liability company, as well as each parent and/or wholly or partially owned subsidiary of these companies, and their shareholders, members, owners, directors, officers, sales representatives and employees; and the concessionaires, independent contractors, shipbuilders and manufacturers of all component parts, launches,

appurtenances, craft or facilities, whether provided at sea or on shore, belonging or provided to any Vessel, or which are owned or operated by the Carrier. The Carriers operate cruises worldwide, except in the United States, and none of the Carriers are based in the United States. AmaWaterways, LLC acts solely as a sales and marketing agent for the Carriers, does not own or operate any Vessel or other travel facility or accommodation, and assumes no liability for acts or omissions of any Carrier or another third-party provider. 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 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 vessels in Colombia, the Carrier is AmaMagdalena S.A.S., and 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.

“You,” “Your,” “Guest” and “Passenger” means every person named on the face of, or traveling under, or occupying a cabin designated on this Contract, and persons in their care, including any minors, and also includes their heirs, successors-in-interest, assigns and personal representatives.

“Contract” means this Passenger Ticket Contract.

“Vessel” means any ship owned, chartered, operated or provided by Carrier, whether owned, chartered, operated or provided by Carrier or by third parties; on which Passenger travels, or any substituted ship, and its tenders or any other similar means of conveyance belonging to the Vessel.

“Digital Travel Documents” means detailed travel arrangements, including airline confirmation information, if applicable, sent by email approximately three to four weeks prior to departure.

2. NON-TRANSFERABILITY: This Contract grants passage for only the Passenger(s) named on the Digital Travel Documents, and only for the date and Vessel indicated. It may not be sold or transferred by Passenger. Any attempted sale or transfer by Passenger is void and of no effect. This Contract binds, and confers benefits on, and imposes limits, restrictions and exclusions on and/ or affects Passenger, Passenger’s spouse, heirs, executors, administrators, assigns, personal representatives, dependents and next-of-kin. Any Passenger purchasing or booking travel, or using this Contract, represents and warrants that s/he is duly authorized by and on behalf of all Passengers (including minor children) named on the Digital Travel Documents and accompanying Passenger to agree to and to bind all such Passengers to the terms and conditions of this Contract.

3. EMBARKATION: Passenger promises to be on board the Vessel at least one hour before: (a) the scheduled departure time; and (b) each departure time announced during the cruise. At embarkation, each Passenger must have already received all medical inoculations necessary for the voyage and must have in his/her possession this Contract, a valid passport, visas, medical card and other documents necessary for scheduled ports-of-call and disembarkations. It is the Passenger's sole responsibility to obtain and have available the appropriate and valid travel documents. Carrier advises Passengers to check with their travel advisor or the appropriate governmental authority to determine the necessary documents required for travel. Carrier may refuse boarding or disembark passengers without liability for refund, payment, compensation, or credit of any kind if Passenger does not have proper documentation or fails to timely board the Vessel prior to departure.

4. BAGGAGE LIMIT AND LABELING: Each Passenger may bring aboard the Vessel, without additional charge, up to one (1) suitcase. Additional Baggage will be subject to excess baggage charges. Passenger shall assure that all Baggage is securely packed and distinctly labeled with Passenger's full name, Vessel name and sailing date, and Passenger's cabin number.

5. NO PETS OR DANGEROUS OR ILLEGAL ITEMS OR ITEMS OR ACTIONS THAT MIGHT CAUSE DAMAGE TO THE VESSEL. Passenger shall not bring any animal (other than a qualified service animal of a disabled Passenger), dangerous article such as a firearm, explosive, flammable or combustible material, lithium batteries, or non-medical oxygen, alcohol, illegal drug, other controlled or illegal substance, or any other items prohibited by applicable law to, or aboard, the Vessel. If Passenger has any such item at time of embarkation, then before entry on the Vessel, Passenger shall surrender it to the Captain, and consents to the Captain disposing or destroying or giving it to authorities. Additionally, Passenger must not cause damage to the vessel or its contents, whether intentionally or unintentionally. You agree to accept responsibility, reimburse and/or indemnify Carrier for any loss, damage or expense whatsoever related to the presence of any service animal or any dangerous or illegal items brought on the cruise or related to any action that may cause damage to the Vessel or its contents. You further agree to determine and meet any documentary or other requirements related to bringing the service animal onboard the Vessel and agree that you may be removed from the cruise without compensation of any kind if any action is perceived by the Captain as being detrimental to the Vessel , its contents or to the comfort, safety, enjoyment or wellbeing of other guests.

6. VALUABLES: Hand or unlocked luggage, breakables, jewelry, money, precious stones, securities, financial instruments, tickets and any other valuables and personal items which include but are not limited to dental hardware, eyewear, hearing aids, medications and medical equipment, electronics, computers, cameras, and cellular telephones must be hand- carried by Passenger on and off the Vessel , and must not be

included with check-in Baggage. Carrier shall not be responsible for loss of or damage to any such item under any circumstances.

7. LIABILITY LIMITATIONS FOR LOSS OF AND/OR DAMAGE TO PROPERTY:

(a) THE TOTAL VALUE OF BAGGAGE, VALUABLES AND OTHER PERSONAL BELONGINGS OF A PASSENGER WHO DOES NOT DEPOSIT THEM FOR SAFEKEEPING AS DESCRIBED IN THIS CONTRACT, SHALL BE DEEMED NOT TO EXCEED U.S. \$200. SUBJECT TO SUBSECTION (C) BELOW, CARRIER'S LIABILITY TO A PASSENGER, IF ANY, FOR LOSS OF OR DAMAGE TO SUCH BELONGINGS IS LIMITED TO A MAXIMUM OF U.S. \$200.

(b) Carrier can provide safekeeping for valuables aboard the Vessel and encourages Passenger to deposit Passenger's jewelry and other valuables brought aboard the Vessel with the designated officer. That officer will issue Passenger a receipt for the valuables. Carrier shall not be liable for loss of or damage to jewelry, money, precious stones, securities, financial instruments, tickets or other valuables unless delivered to the designated officer and a receipt issued. The value of articles delivered to such officer for safekeeping shall be deemed in all cases not to exceed U.S. \$200, unless Carrier agrees expressly in writing to a higher value for the article at the time of delivery to the designated officer.

(c) EXCEPT AS SPECIFICALLY STATED ELSEWHERE IN THIS CONTRACT, CARRIER SHALL HAVE NO LIABILITY FOR LOSS OF OR DAMAGE TO BAGGAGE OR PERSONAL EFFECTS. PERSONAL BELONGINGS LOST IN ANY PUBLIC AREA, OR ELSEWHERE, WHETHER ON BOARD THE VESSEL OR ELSEWHERE, ARE NOT REIMBURSABLE. LOSS DUE TO ORDINARY WEAR AND TEAR, PERIL OF THE SEA OR OTHER WATERWAY, OR ACT-OF-GOD IS NOT REIMBURSABLE. SETTLEMENT OF A REIMBURSABLE CLAIM FOR LOST BELONGINGS WILL BE AT THE LESSER OF ACTUAL CASH VALUE (REPLACEMENT COST LESS DEPRECIATION) OR COST. SETTLEMENT OF A REIMBURSABLE CLAIM FOR A DAMAGED ITEM WILL BE AT THE LESSER OF COST OF REPAIR OR ACTUAL CASH VALUE, OR REPLACEMENT COST. NO AMOUNT SHALL BE PAID IN SETTLEMENT OF A CLAIM WITHOUT PROOF OF THE ACTUAL CASH VALUE OR REPAIR COST, AS APPROPRIATE, ARISING FROM THE LOSS OR DAMAGE. THE PROOF MUST BE SENT TO AND RECEIVED BY CARRIER.

8. LIMITS OF CARRIER'S LIABILITY FOR ILLNESS, INJURY OR DEATH; ACTS BEYOND CARRIER'S CONTROL; INDEPENDENT CONTRACTORS; TIME LIMITS FOR CLAIMS AND SUITS:

(a) LIMITATIONS OF LIABILITY FOR ILLNESS, INJURY OR DEATH UNDER APPLICABLE CONVENTIONS:

(i) FOR CRUISES ON THE RHINE AND ITS ADJACENT RIVERS, CARRIER SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS, IMMUNITIES AND RIGHTS APPLICABLE TO IT FOR DEATH, ILLNESS AND/OR PERSONAL INJURY AS PROVIDED UNDER THE STRASBOURG CONVENTION ON THE LIMITATIONS OF LIABILITY OF OWNERS OF INLAND NAVIGATION VESSELS, (2012) ("CLNI") AS ADOPTED BY SWITZERLAND. THE CLNI LIMITS CARRIER'S LIABILITY TO 60,000 UNITS OF ACCOUNT OR SPECIAL DRAWING RIGHTS, "SDR'S" AS DEFINED BY THE INTERNATIONAL MONETARY FUND (APPROXIMATELY \$83,000 U.S.

DOLLARS, WHICH FLUCTUATES DEPENDING ON A DAILY EXCHANGE RATE AS MAY BE FOUND AT WWW.IMF.ORG) MULTIPLIED BY THE NUMBER OF PASSENGERS THE SHIP ACCORDING TO ITS CERTIFICATE IS ALLOWED TO CARRY, NOT TO EXCEED IN ANY EVENT MORE THAN 12 MILLION UNITS OF ACCOUNT TO APPLY TO THE AGGREGATE OF ALL CLAIMS ARISING AGAINST CARRIER OUT OF AN OCCURRENCE.

(ii) FOR ALL OTHER CRUISES, CARRIER SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS, IMMUNITIES AND RIGHTS APPLICABLE TO IT FOR DEATH, ILLNESS AND/OR PERSONAL INJURY AS PROVIDED UNDER THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA OF 1974, AS WELL AS THE PROTOCOL TO THE CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA OF 1976 ("ATHENS CONVENTION"), AS ADOPTED BY SWITZERLAND. THE ATHENS CONVENTION LIMITS CARRIER'S LIABILITY TO A PASSENGER TO NO MORE THAN 46,666 SDR'S (APPROXIMATELY \$65,000 U.S. DOLLARS, WHICH FLUCTUATES DEPENDING ON A DAILY EXCHANGE RATE AS MAY BE FOUND AT WWW.IMF.ORG).

(iii) IN ADDITION TO ALL THE RESTRICTIONS AND EXEMPTIONS FROM LIABILITY PROVIDED IN THE CLNI AND THE ATHENS CONVENTION, CARRIER SHALL, AS A CHOICE OF LAW, HAVE THE BENEFIT OF ANY LIMITATION OF OR EXONERATION FROM LIABILITY UNDER THE CONVENTION ON LIMITATION OF LIABILITY FOR MARITIME CLAIMS, 1976; NAMELY 60,000 SDRS (APPROXIMATELY U.S. \$83,000) MULTIPLIED BY THE NUMBER OF PASSENGERS THE SHIP, ACCORDING TO ITS CERTIFICATE, IS ALLOWED TO ACCOMMODATE; NOT TO EXCEED IN ANY EVENT MORE THAN TWENTY-FIVE (25) MILLION SDRS TO APPLY TO THE AGGREGATE OF ALL CLAIMS WHICH ARISE ON ANY DISTINCT OCCASION AGAINST CARRIER, WITH RESPECT TO DAMAGES SUFFERED ON AN INLAND NAVIGATION SHIP, NOT TO BE LESS THAN 720,000 SDRS OR MORE THAN (A) 3 MILLION SDRS FOR SHIPS WITH AN AUTHORIZED PASSENGER TRANSPORT CAPACITY OF NOT MORE THAN 100; (B) 6 MILLION SDRS FOR SHIPS WITH AN AUTHORIZED PASSENGER TRANSPORT CAPACITY OF NOT MORE THAN 180; AND (C) 12 MILLION SDRS FOR SHIPS WITH AN AUTHORIZED PASSENGER TRANSPORT CAPACITY OF MORE THAN 180.

(iv) Nothing in this Contract is intended to nor shall it operate to limit or deprive Carrier of any such rights to limitation of or exoneration from liability as set forth in the above-referenced Conventions. The provisions of the Conventions may be viewed at: www.amawaterways.com/conventions.

(b) NOTICE OF CLAIMS AND TIME LIMITS TO FILE SUIT; FORFEITURE OF CLAIMS: PASSENGER MAY NOT MAINTAIN A LAWSUIT AGAINST CARRIER OR THE VESSEL, NOR WILL CARRIER OR THE VESSEL BE LIABLE, FOR DEATH, INJURY OR ILLNESS OF THE PASSENGER, AND ANY SUCH CLAIM SHALL BE FORFEITED, UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS IS DELIVERED TO CARRIER NOT LATER THAN SIX (6) MONTHS AFTER THE DATE THE DEATH, INJURY OR ILLNESS OCCURRED, AND A LAWSUIT ON SUCH CLAIM IS COMMENCED IN THE FORUM DESIGNATED IN SECTION 9 BELOW NOT LATER THAN ONE (1) YEAR AFTER THE DATE OF SUCH DEATH, INJURY OR ILLNESS. FOR ALL OTHER CLAIMS,

INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOSS OR DAMAGE TO BAGGAGE, BREACH OF CONTRACT, VIOLATIONS OF CIVIL RIGHTS, DISCRIMINATION, CONSUMER OR PRIVACY LAWS, OR OTHER STATUTORY, CONSTITUTIONAL OR LEGAL RIGHTS, OR OTHER CLAIM WHATSOEVER, PASSENGER MAY NOT MAINTAIN A LAWSUIT AGAINST CARRIER OR THE VESSEL, AND ANY SUCH CLAIM SHALL BE FORFEITED, UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS IS DELIVERED TO CARRIER NOT LATER THAN THIRTY (30) DAYS AFTER THE DATE OF DISEMBARKATION, AND A LAWSUIT ON SUCH CLAIM IS COMMENCED IN THE FORUM DESIGNATED IN SECTION 9 BELOW NOT LATER THAN SIX (6) MONTHS AFTER THE DATE OF DISEMBARKATION. IN THE CASE OF A CLAIM BY OR ON BEHALF OF A MINOR OR LEGALLY INCOMPETENT PERSON, THE TIME PERIODS SET FORTH IN THIS PARAGRAPH SHALL BEGIN TO RUN ON THE EARLIER OF: (I) DATE OF APPOINTMENT OF A LEGAL REPRESENTATIVE FOR THE MINOR OR LEGALLY INCOMPETENT PERSON, OR THEIR ESTATE; OR (II) THREE (3) YEARS AFTER THE DATE OF DEATH, INJURY OR DAMAGE, AS APPLICABLE.

(c) ACTS BEYOND CARRIER'S CONTROL: CARRIER SHALL NOT BE LIABLE TO PASSENGER OR ANY OTHER PERSON OR ENTITY FOR INJURY TO OR ILLNESS OR DEATH OF PASSENGER OR PERMANENT OR TEMPORARY LOSS OF OR DAMAGE TO PASSENGER'S PROPERTY, DELAY OR OTHER LOSS OF ANY KIND CAUSED BY ACT OF GOD, WAR OR WARLIKE OPERATION, TERROR, CIVIL COMMOTION, LABOR TROUBLE, INTERFERENCE BY AUTHORITY, POLITICAL DISTURBANCE, PERIL OF THE SEA, LURCHING OF VESSEL, OR OTHER CAUSE BEYOND CARRIER'S CONTROL; FIRE, THEFT, CRIME, ERROR IN NAVIGATION OR MANAGEMENT OF VESSEL OR DEFECT IN OR UNSEAWORTHINESS OF HULL, MACHINERY, EQUIPMENT, FURNISHING OR SUPPLIES OF THE VESSEL, FAULT OR NEGLIGENCE OF PILOT, AGENT OR INDEPENDENT CONTRACTOR OR ANY OTHER CAUSE OF ANY NATURE EXCEPT AND UNLESS THE INJURY, ILLNESS, DEATH, DAMAGE, DELAY OR LOSS RESULTED FROM CARRIER'S NEGLIGENT ACT OR OMISSION.

IN VARIOUS EUROPEAN PORTS, THE CARRIER SHALL BE REQUIRED BY LOCAL PORT AUTHORITIES TO MOOR THE VESSEL ALONGSIDE ANOTHER VESSEL ALREADY AT BERTH, OR ANOTHER VESSEL MAY BE DIRECTED TO MOOR ALONGSIDE THE VESSEL WHILE AT BERTH. THE BERTHING ARRANGEMENT AT THESE VARIOUS PORTS MAY RESULT IN PASSENGER HAVING LIMITED ACCESS TO THE STATEROOM BALCONY AND/OR AN OBSTRUCTED VIEW OF THE VESSEL SURROUNDINGS. PASSENGERS MAY BE REQUIRED TO DISEMBARK THE VESSEL BY TRAVERSING THROUGH THE PASSENGER AREAS OF THE OTHER VESSEL TO THE QUAYSIDE OR PIER. CARRIER SHALL NOT BE LIABLE TO PASSENGER FOR ANY RESULTING CLAIM BY PASSENGER ARISING FROM THE MOORING ARRANGEMENT IN ANY PORT, WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

(d) CLAIMS FOR EMOTIONAL DISTRESS: CARRIER SHALL NOT BE LIABLE TO PASSENGER UNDER ANY CIRCUMSTANCE FOR INFLICTION OF EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY WHICH WAS NOT: (A) THE RESULT OF PHYSICAL INJURY TO PASSENGER; (B) THE RESULT OF PASSENGER HAVING BEEN AT ACTUAL RISK OF PHYSICAL INJURY; OR (C) INTENTIONALLY INFLICTED BY AN OFFICER OR AGENT OF CARRIER.

(e) INDEPENDENT CONTRACTOR/SHORE TOURS/LIMIT OF LIABILITY: CARRIER MAKES NO REPRESENTATION OR WARRANTY CONCERNING, AND SHALL HAVE NO RESPONSIBILITY FOR, ANY TOUR, SHORE EXCURSION, HOTEL, RESTAURANT, TRANSPORTATION (WHETHER A VESSEL, AIR, RAIL, LAND OR OTHER MEANS) OR OTHER SERVICE NOT OWNED OR OPERATED BY CARRIER. CARRIER SHALL HAVE NO OBLIGATION OR LIABILITY TO PASSENGER FOR ANY ACT OR OMISSION IN CONNECTION WITH OR ARISING OUT OF ARRANGEMENTS BY PASSENGER OR CARRIER WITH INDEPENDENT CONTRACTORS. ARRANGEMENTS WITH INDEPENDENT CONTRACTORS INCLUDE, BUT ARE NOT LIMITED TO: (1) AIRLINE AND SURFACE TRANSPORTATION; (2) SERVICES OR PRODUCTS OF OTHERS, AVAILABLE FOR PASSENGER'S CONVENIENCE ABOARD THE VESSEL; (3) SERVICES, PRODUCTS OR TRANSPORTATION OFF THE VESSEL FURNISHED BY OTHERS, INCLUDING WITHOUT LIMITATION, SIGHT-SEEING TOURS, PRE-CRUISE AND POST-CRUISE TOURS, EXCURSIONS, SHORE TRIPS AND TENDER SERVICE, WHETHER ARRANGED OR ORGANIZED BY A TOUR OPERATOR, TRAVEL ADVISOR OR BY CARRIER. IN PROVIDING OR SELLING RESERVATIONS OR TICKETS IN CONNECTION WITH ANY SUCH OPTIONAL ACTIVITIES, OR BY ACCOMPANYING YOU DURING SUCH ACTIVITIES, CARRIER DOES SO AS A CONVENIENCE TO PASSENGERS AND SHALL BE ENTITLED TO IMPOSE A CHARGE AND EARN A PROFIT FROM THE SALE OF SUCH EXCURSIONS, SERVICES OR TRANSPORTATION, BUT DOES NOT UNDERTAKE TO SUPERVISE OR CONTROL SUCH INDEPENDENT CONTRACTORS OR THEIR EMPLOYEES, CONVEYANCES OR FACILITIES, AND ACCEPTS NO LIABILITY FOR ANY LOSS, DELAY, DAMAGE, INJURY, DEATH, MISREPRESENTATION OR DISAPPOINTMENT WHATSOEVER RESULTING THEREFROM. CARRIER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE SUITABILITY, SAFETY, INSURANCE OR OTHER ASPECTS OF ANY SUCH INDEPENDENT CONTRACTORS, TRANSPORTATION, TOURS, SERVICES, PRODUCTS OR FACILITIES, AND CARRIER'S LIABILITY FOR NON-PERFORMANCE OF ANY INDEPENDENT CONTRACTOR PROVIDING SUCH FACILITIES OR SERVICES SHALL BE LIMITED TO A REFUND OF THE AMOUNTS RECEIVED BY CARRIER ON THE PASSENGER'S BEHALF, IF ANY.

(f) Medical Treatment: No doctor or nurse is employed by Carrier on the Vessel. Any medical attention required or desired by Passenger during the trip must be sought at local facilities. Carrier makes no representation or warranty that any such service is or will be available at any particular time or place. Passenger shall be responsible for all costs and expenses of medical services, treatment, medications and assistive devices. Carrier shall have no liability for any cost of, or incurred in connection with, medical services, or for quality or any aspect of treatment Passenger receives. Passenger consents to receiving treatment by medical professionals designated by Carrier, and agrees to bear the cost of such treatment, in any circumstance in which Passenger is or appears unable to request or authorize medical treatment and, the Vessel's officer believes medical attention is necessary (even if such belief is incorrect).

9. JURISDICTION, CHOICE OF LAW AND FORUM: 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 ("ZIVILGERICHL BASEL-STADT), SWITZERLAND", TO THE EXCLUSION OF THE JURISDICTION OF COURTS OF ANY OTHER COUNTRY. PASSENGER CONSENTS TO JURISDICTION AND WAIVES ANY VENUE OR OTHER OBJECTION TO VENUE OR PERSONAL JURISDICTION THAT MAY BE AVAILABLE TO ANY SUCH ACTION OR PROCEEDING BEING BROUGHT IN SAID COURT.

10. CLASS ACTION WAIVER: THIS PASSENGER TICKET CONTRACT 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 AGAINST 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.

11. THIRD PARTY BENEFICIARIES: Passenger agrees that all rights, exemptions from and exclusions of liability, defenses and immunities in this Contract for the benefit of Carrier or the Vessel, shall also benefit any servant, agent or independent contractor of Carrier acting in the course of, or in connection with, their employment or engagement so that in no circumstance shall any such servant, agent or independent contractor, as the result of so acting, be under any liability to Passenger in excess of or of a different nature than that of Carrier.

12. CARRIER'S RIGHT TO CANCEL CRUISE OR CHANGE ITINERARY: No sailing or aspect of travel is guaranteed. Carrier reserves the right, without liability for damages or refund, to advance, alter, delay, amend, cancel, shorten or lengthen any sailing, deviate from the Vessel's advertised or ordinary itinerary or route, omit or change any port(s)-of-call, arrange for substantially equivalent transportation by another vessel and/ or other means of transportation, including without limitation coach or other land transportation, whether belonging to Carrier or not, and to cause Passenger to disembark from the Vessel temporarily or permanently. For example, if performance of the voyage is hindered or prevented, or in Carrier's opinion may be hindered or prevented (even if the opinion is incorrect) by war, terror, hostility, piracy, embargo, blockade, weather, high or low water level, ice, labor conflict, breakdown, congestion, lock malfunction, docking difficulty, or other cause, or if a government or other organization issues an advisory or announcement regarding travel conditions, or if Carrier considers that for any reason, proceeding to, attempting to enter, entering or remaining at a place of disembarkation, or traveling a particular route, may expose the Vessel or any crew or Passenger (s) to risk of injury, loss or damage or delay, or to assist

another vessel or try to protect or save life or property, or for other humanitarian goal: (a) Passenger and Passenger's property may be landed at the place of embarkation or any place Carrier or the Captain decides, and Carrier's responsibility shall cease at that place and this Contract shall be deemed to have been fully performed by Carrier; or (b) if Passenger has not embarked, Carrier may cancel the proposed voyage and refund money or fares paid; or (c) Carrier or the Captain may take other action it, he or she deems appropriate, including but not limited to operating the cruise as scheduled, deviating from the Vessel's advertised or ordinary itinerary or route, delaying, advancing or canceling any sailing, omitting or changing any port(s)-of-call, towing or being towed, transferring Passenger and Passenger's Baggage to any other vessel and/or to other means of transportation whether belonging to Carrier or not, and/or causing Passenger to disembark temporarily. In a cancellation prior to sailing, Carrier's only liability will be to refund to Passenger the amount Carrier received pursuant to this Contract. If the cruise is shortened or terminated, Carrier will have the option to make a proportionate refund of the fare or transfer Passenger to another ship or to the port of disembarkation by other means. If the scheduled length of the cruise increases, Passenger will have no responsibility for the cost of any additional fare, and Carrier will have no responsibility to pay or compensate Passenger for any loss or damage, including consequential damages.

13. PASSENGER'S WARRANTIES; CARRIER'S RIGHTS TO REFUSE PASSAGE, DISEMBARK OR CONFINE PASSENGER: Passenger represents and warrants that Passenger: (a) is physically, emotionally and in all other respects fit to travel; (b) is free from any ailment that creates material risk to Passenger or others from participation in the voyage; (c) will at all times comply with all rules and regulations of the Vessel and all orders and directions of the Vessel's officers and staff; and (d) will not act or behave in any way that inconveniences or impairs the safety, enjoyment or wellbeing of other persons or the safety of the Vessel. Carrier or the Captain shall have the right, without liability for refund, payment, compensation or credit of any kind, to refuse boarding, refuse to transport Passenger, refuse further transport of Passenger, land Passenger at any port or place, confine, quarantine or restrain Passenger, or transfer Passenger to other transportation, based on health or physical condition, mental disorder, violation of a Vessel rule or regulation, failure to follow order or direction of Vessel officer or staff, failure to possess necessary passport, visa and health or vaccination certificate, disruptive behavior, concern that Passenger may be excluded from landing at or entry to a destination by a government's immigration or other authority, or other cause indicating Passenger is unfit or raising doubt about Passenger's fitness to travel on the Vessel, or for any other reason deemed necessary in the sole judgment of the Carrier or Captain (but no such action will be taken for an unlawfully discriminatory reason). If Passenger is refused passage or voluntarily or involuntarily disembarked from the Vessel for a reason described in this section, or other reason including, but not limited

to, personal, medical, or business reason, Carrier will have no obligation to refund any portion of the fare received by Carrier, or be responsible for any of Passenger's costs or other losses.

14. PASSENGERS WITH DISABILITIES: Carrier does not discriminate unlawfully on the basis of disability. Because the tours offered occur in various countries, accessible facilities may not be available on board or in many places visited on the cruise and cruise tours we offer. If You (Passenger) have a disability and reasonable accommodation may enable You to use our services, please let Carrier know how we can help. Passenger is requested to inform Carrier in writing, at or immediately after reserving passage, but in any event at the earliest possible time, of any mobility impairment or other physical, emotional or mental condition which may require accommodation or use of an assistive device during the cruise. If the impairment or condition first arises after booking, Passenger is requested to inform Carrier in writing at the earliest possible time. Carrier will consider and may confer with Passenger, regarding possible accommodations. Depending on applicable law, Carrier may: (a) require that a Passenger who, due to impairment, is not self-sufficient, travel with a companion who shall take responsibility for any assistance needed during the voyage and in case of emergency; and (b) exclude an individual with a disability that would result in a direct threat to the health and safety of others or to that individual, if Carrier determines there is a significant risk that cannot be eliminated or reduced to an acceptable level by reasonable modifications to Carrier policies, practices and/or procedures or by appropriate assistive devices or services. If Passenger fails to timely inform Carrier of any impairment or condition and/or it is determined that Passenger's continued participation poses a safety risk to Passenger or direct health or safety threat to others, Passenger may be excluded from embarking or further participation. Carrier and personnel aboard the Vessel shall have no liability to Passenger relating to any Passenger condition, treatment, failure to inform Carrier of an impairment or resulting exclusion.

15. CHILDREN: Any person under age 18 must be accompanied by an adult over age 21 who is the child's parent or legal guardian, or who, prior to Vessel departure, provides Carrier the Parental Consent Guardianship Form signed by the parent or legal guardian.

16. ALCOHOL: Carrier reserves the right not to serve any Passenger alcoholic beverages for any reason and as may be required to comply with local laws.

17. SMOKING: Smoking is only allowed in designated areas. If a Passenger smokes in non-designated areas, such act constitutes a material breach of this Contract. In the event of such breach, Passenger forfeits all rights including the right to occupy the cabin and stay on board the ship. Carrier may also charge a reasonable cleaning fee to eliminate smoking odors.

18. USE OF PASSENGER'S LIKENESS: Passenger agrees that Carrier and its designated

partners shall have the right to include photographic, video, audio and visual portrayals in any medium whatsoever for the purpose of advertising, promotion, publicity or otherwise without compensation to Passenger and all rights, title and interest including worldwide copyrights shall be Carrier's sole property free from any claims by Passenger or any person deriving any rights or interest from the Passenger.

19. INDEMNITY BY PASSENGER: Passenger shall indemnify, defend and hold Carrier harmless for all penalties, fines, charges, losses, damages, costs and expenses incurred or imposed on Carrier or the Vessel due to any act or violation of law by Passenger.

20. CONSENT TO SEARCH AND SEIZURE: Passenger consents to any search of Passenger's person, Baggage or other property, within the Passenger's cabin, personal safe or any location, with or without notice, and to the removal, confiscation and destruction of any contraband or other item(s) which are prohibited by Section 5, or, in the opinion of Carrier or the Captain, may impair Vessel safety or adversely affect the safety, comfort, enjoyment or wellbeing of other Passengers.

21. PAYMENT BY PASSENGER AND EXTRA EXPENSES: Any and all payments by Passenger to Carrier shall be made in United States dollars. All charges for services and products provided on board the Vessel must be paid in cash or charged to a credit or debit card acceptable to Carrier before Passenger's final disembarkation from the Vessel. Any other expenses incurred by Passenger or by Carrier on behalf of Passenger shall be payable by Passenger on demand.

22. CANCELLATION CHARGES: (Not Applicable for Part Charters or Full Charters) In the unfortunate event a participant must cancel travel, notice to us must be via email, which must include a return receipt and a read notation, or other writing stating clearly and correctly each Passenger name, ship name, start and end date of the cruise and a brief statement of the reason for cancellation. If already issued, unused air tickets must be physically returned to us before they can be cancelled. Cancellation date is the date we receive the written cancellation notice of unused tickets. A 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. Cancellation charges are per- person, based upon cancellation date, as follows: (i) 121 days or more before departure: \$200 loss of deposit (Egypt bookings are \$600 and Africa bookings are \$1,200 loss of deposit); (ii) 120-90 days before departure: \$400 loss of deposit (Egypt bookings are \$1,200 and Africa booking are \$2,400 loss of deposit); (iii) 89-60 days before departure: 35% of cruise or cruise and land price; (iv) 59-31 days before departure: 50% of cruise or cruise and land price; (v) 30 days or less before departure: 100% of cruise or cruise and land price. Cancellation charges also apply to additional charges for upgrades, transfers and other pre-purchased services. Protection plan premiums are non-refundable. Additional cancellation fees apply for air tickets. Except as otherwise provided in Section 11, after travel begins, there is no

refund for unused services or unused portions of cruise or cruise/tour. You acknowledge that your cancellation will cause Carrier difficulty in selling a replacement cruise or cruise & land reservation and thus the cancellation fees described apply regardless of whether your cruise or cruise & land reservation is resold. You agree that any losses sustained by 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.

23. UNCLAIMED PROPERTY: Any unclaimed or abandoned personal property that comes into custody or control by Carrier may be disposed of after 45 days under any circumstances. If a Passenger's identification is available Carrier will make a reasonable effort to contact the traveler and attempt to return the item (s) within 45 days. The Passenger will be responsible for any and all fees for storage, shipping and handling to return the item(s).

24. TRAVEL ADVISOR: Your travel advisor acts for You in making the arrangements for Your travel. Carrier is not responsible for any representation or conduct of Your travel advisor, including but not limited to, any failure to remit Your deposit or other funds to Carrier, for which You shall at all times remain liable to Carrier, or any failure to remit a refund from Carrier to You. You acknowledge that Your travel advisor acts solely as Your agent, and not as agent for Carrier, and is deemed as Your agent. You further agree that receipt by Your travel advisor of this Contract or any other communications, notices or information from Carrier shall constitute receipt of such materials by You.

25. NO SOLICITATION: Passenger agrees not to solicit other Passengers for commercial purposes or advertise goods or services on board the Vessel without Carrier's prior written permission.

26. INTERPRETATION: If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be severed from this Contract and of no force and effect and all remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be deemed to be replaced by a lawful provision or reduced to a lawful scope, in either case, that is as close to the purpose and economic content of the invalid or unenforceable provision as is lawful. Headings in this Contract are only for convenient reference and shall not be used to interpret, construe, define or limit any provisions hereof. Whenever the context requires, references to the male gender shall include the female and neuter, and references to the singular shall include the plural, and vice-versa. Passenger acknowledges that the travel contemplated by this Contract is voluntary; Passenger is not obligated to purchase services from Carrier, and thus is not obligated or in any way forced to enter into this Contract. The provisions of this Contract were developed to achieve a delicate balance and exchange of rights, remedies, limitations, exclusions, risks and risk management and economics between Passenger and Carrier; and the balance provides substantial benefits to Passenger, which Carrier could not offer at the

attractive price (s) offered, but for the delicate balance in this Contract. Accordingly, the provisions of this Contract shall be interpreted and construed according to their fair meanings and not strictly for or against any party.

27. WARRANTIES/CONSEQUENTIAL DAMAGES EXCLUDED: ALL WARRANTIES INCLUDING WARRANTIES OF FITNESS FOR USE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED FROM THIS CONTRACT. CARRIER SHALL UNDER NO CIRCUMSTANCE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. THERE IS NO WARRANTY THAT EXTENDS BEYOND THE DESCRIPTION OF THE FACE HEREOF. TO THE EXTENT PERMITTED BY LAW, CARRIER SHALL BE EXCLUDED FROM LIABILITY FOR EXEMPLARY OR PUNITIVE DAMAGES.

28. ENTIRE AGREEMENT: THE PROVISIONS OF THIS PASSENGER TICKET CONTRACT ARE THE ENTIRE AGREEMENT AND A BINDING CONTRACT BETWEEN PASSENGER AND CARRIER. PASSENGER'S ACCEPTANCE OR USE OF THIS CONTRACT CONSTITUTES PASSENGER'S CONSENT TO THESE PROVISIONS. THESE PROVISIONS SUPERSEDE ANY PRIOR ORAL, IMPLIED, OR WRITTEN REPRESENTATIONS AND AGREEMENTS BETWEEN YOU AND CARRIER. ANY CLAIMED CHANGE IN THESE PROVISIONS IS NOT EFFECTIVE UNLESS IT IS IN WRITING AND SIGNED BY THE PRESIDENT OF CARRIER (AND SUCH SIGNATURE MAY BE CONDITIONED ON A COMMENSURATE INCREASE IN FARE).

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.