



## **PASSENGER TICKET CONTRACT – US PORTS**

***This Passenger Ticket Contract applies to cruises which begin, end or include a stop at a port in the United States or its territories.***

**IMPORTANT NOTICE: THESE ARE THE TERMS AND CONDITIONS OF THE LEGALLY BINDING CONTRACT BETWEEN YOU AND THE CARRIER WHICH GOVERN YOUR CRUISE TOUR. THIS PASSENGER TICKET CONTRACT CONTAINS: SUBSTANTIAL PENALTIES FOR CANCELLATION (ARTICLE 6); LIMITATIONS OF LIABILITY FOR CLAIMS, INCLUDING FOR INJURY, ILLNESS, DEATH, BAGGAGE AND PERSONAL PROPERTY AND TIME LIMITS FOR CLAIMS AND SUITS (ARTICLE 15); DESIGNATED FORUM AND APPLICABLE LAW PROVISIONS (ARTICLE 16); AND A CLASS ACTION WAIVER (ARTICLE 17). PLEASE READ ALL OF THESE PASSENGER TICKET CONTRACT TERMS AND CONDITIONS CAREFULLY. UPON RECEIPT OF YOUR DEPOSIT, FULL PAYMENT, OR A CONFIRMATION LETTER OR FINAL INVOICE FOR YOUR CRUISE TOUR, WHICHEVER OCCURS FIRST, BOTH THE PASSENGER AND THE CARRIER WILL BE FULLY BOUND BY ALL OF THE PASSENGER TICKET CONTRACT TERMS AND CONDITIONS WHICH FOLLOW. VACATION PROTECTION INSURANCE COVERAGE (INCLUDING OUT-OF-PROVINCE HEALTH INSURANCE IN CANADA) AND TRIP CANCELLATION INSURANCE ARE STRONGLY RECOMMENDED.**

### **1. DEFINITIONS.**

- a. The words “you”, “your”, “guest” and “Passenger” mean all persons, including minors, traveling under this Passenger Ticket Contract and each person’s heirs and personal representatives. Your acceptance of this Passenger Ticket Contract represents your acknowledgment and acceptance of all of the terms and conditions contained herein, and your authorization to accept them for all other persons traveling with or accompanying you, along with any further terms and conditions of which we may separately notify you in writing.
- b. The words “we”, “us”, “our” and “Carrier” mean the operator of the specific Ship for your cruise tour, which words also include the owner, charterer, manager and its or their respective agents, servants and employees and the Ship itself, and except as specifically noted below, independent contractors (including caterers and concessionaires). The Carrier for each Ship is identified in Article 31 below. VIKING RIVER CRUISES, INC., A CALIFORNIA CORPORATION, ACTS SOLELY AS A SALES AGENT FOR THE CARRIERS AND NEITHER OWNS NOR OPERATES ANY OF THE SHIPS DESCRIBED HEREIN AND THUS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ACTS OR OMISSIONS OF THE CARRIER, VESSEL OWNER OR OPERATOR IN REGARD TO THE CRUISES OR CRUISE TOURS DESCRIBED HEREIN.
- c. The word “Ship” means the vessel chartered, operated, or provided by us as the Carrier on which you, as our Passenger, will be traveling.
- d. The word “Master” means the Captain of the Ship or any person who acts under his authority.
- e. The term “Cruise Fare” is defined as the total amount we charge in our invoice paid as cruise tour fare and for those additional facilities and services added to the cruise tour but excluding Optional Facilities. Gratuities on board and on land are not included in your Cruise Fare.
- f. The term “Full Fare” is defined as the Cruise Fare, plus Optional Facilities purchased from Carrier, excluding Optional Shore Excursions.

- g. The term “Optional Facilities” means all fees and charges which you voluntarily incur for items which may include, but are not limited to, airfare, vacation protection insurance coverage, visas and prepaid gratuities, which are considered earned as those facilities and services are provided either by the Carrier or by third party providers.
  - h. The term “Optional Shore Excursion” means those excursions that are not included in the initial cruise tour package but added and paid for by you prior to or during the cruise tour.
  - i. The term “Cabin Baggage” means all baggage allowed aboard the Ship and placed in your cabin according to this Passenger Ticket Contract Terms and Conditions. “Other Baggage” means any of your baggage or other personal property which has been stored in the Ship’s baggage room, holds or safe against a receipt at your request.
  - j. The term “Cabin” or “Stateroom” means those accommodations as provided on your Confirmation and Cruise Vacation Plan or as changed as provided herein.
  - k. The term “cruise” or “cruise tour” means the cruise on the Ship plus any land tour component, and all product, excursions or tours purchased through Carrier.
  - l. The term “Expedition Cruise” means those cruises offered by Viking Expedition Ltd and which may involve travel to remote locales.
  - m. The term “Fit to Travel letter” means a personal medical questionnaire to be completed by both the Passenger and a qualified medical advisor in a form as prescribed by us and which may be required to be submitted to us and updated according to the terms and conditions herein.
2. **THIRD PARTY BENEFICIARIES.** You and Carrier agree and intend that certain third-party beneficiaries derive rights and exemptions from liability as a result of this Passenger Ticket Contract. Specifically, all of Carrier’s rights, limitations of and exemptions from liability, defenses and immunities set for the herein will also inure to the benefit of the following persons and entities who shall be considered “Carrier” only for purposes of such rights, exemptions from liability, defenses and immunities: Carrier’s employees, agents, insurers, the Ship, the ship’s tenders, the ship’s owners, operators, managers, charterers and agents, any affiliated or related companies thereof and their officers, crew, pilots, agents or employees, and all concessionaires, independent contractors, physician and medical personnel, retail shop personnel, health and beauty staff, fitness staff, shore excursion providers, tour operators, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to any such ship or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.
  3. **IDENTIFICATION.** Your name and the names of all Passengers in your party, the name of the Ship, the sailing date, your accommodations, the date of issuance of this Passenger Ticket Contract, your Cruise Fare and all scheduled ports, including embarkation and final destination are as specified on the invoice and itinerary issued as part of this Passenger Ticket Contract.
  4. **CRUISE FARE.** Upon receipt of payment by you of the Cruise Fare, we agree to transport you from your port of embarkation to the point of final destination according to all of the terms, conditions, limitation and exceptions contained in this Passenger Ticket Contract. The Cruise Fare paid by you covers all normal shipboard services, meals, accommodations, facilities and included shore excursions. Optional Facilities, Optional Shore Excursions and services may be added by agreement subject to these Passenger Ticket Contract terms and conditions regarding our liability. You embark when you arrive on the Ship at the start of your cruise, and you disembark when you depart the Ship at the end of your cruise.
  5. **CARRIER’S RIGHTS AND DISCRETION.** The Master of the Ship is authorized to take any action deemed necessary for the safety, security, comfort or well-being of any person or to prevent damage to or loss of the Ship. Carrier reserves the right at any time, without notice, to cancel any cruise, change or postpone the date or time of sailing or arrival, change your port of embarkation or disembarkation, provide a different Cabin than

the one initially assigned (unless providing a different cabin is prohibited by law), modify or omit any activity on or off the ship, shorten or lengthen the cruise; change, add or omit ports of call, substitute the Ship or provide for alternate transportation, render assistance to preserve life or property if conditions of any nature are deemed in good faith by the Carrier to require such action or prevent the Ship from maintaining its scheduled itinerary. The Ship, either before embarkation or at any time thereafter and whether or not required by any maritime necessity, may remain in port, proceed by any route or deviate from or change the advertised or intended route at any stage of the voyage and may proceed to and stay at any place whatsoever, although in a contrary direction to, or outside of, or beyond the usual route, one or more times, in any order, for loading or discharging fuel, stores, laborers, stowaways, Passengers, or members of the Ship's company, for this, or any prior or subsequent voyage or for any purpose whatsoever that we, as Carrier, or the Master may deem advisable. Any such procedure shall be considered not to be a deviation but within the voyage herein intended as fully as if specifically described herein, unless the applicable law provides otherwise. The above-mentioned provisions are not to be considered as restricted by any words of this Passenger Ticket Contract. The Ship may adjust compass, drydock or go on ways before or after commencement of the voyage and may sail without pilots, tow or be towed, and assist vessels in all situations. If the performance of the proposed voyage is hindered or prevented (or in the opinion of the Carrier or Master, is likely to be hindered or prevented) by war, hostilities, blockage, ice, labor conflicts, weather, surf, shallow or high waters, insurrections, disturbances on board or ashore, epidemics or pandemics of communicable diseases (including, but not limited to, COVID-19, influenza and norovirus), governmental restraints or declarations relating to epidemics or pandemics, other restraints of any governmental authority, health emergencies, acts of God, breakdown of the Ship, congestion, docking difficulties or any other cause whatsoever, or if we, as Carrier, or the Master of the Ship consider that for any reason whatsoever beyond the control of the Carrier, proceeding to, attempting to enter, or entering or remaining at any port may expose the Ship or any person to risk of loss or damage, or be likely to delay the Ship, we may deviate from the scheduled cruise tour or may provide alternate transportation to some or all of the ports and destinations, and you and your baggage may be landed at any port or place at which the Ship may call, in which event, unless the law provides otherwise, our responsibility shall cease and this Passenger Ticket Contract shall be deemed to have been fully performed, or if you have not embarked, we may cancel the proposed cruise tour.

If we are required to do any of these things, we will be responsible to you as follows without any further liability for refund, payment or compensation of any kind, unless otherwise required by applicable law:

If we cancel the cruise tour before it has started, we will refund the Cruise Fare that we have actually received or provide another substitute cruise tour.

If the scheduled sailing date or time is delayed and as a result of that delay you are not otherwise accommodated on board the Ship, we may arrange shoreside accommodations and food at no additional expense to you for the duration of the delay.

If your scheduled port of embarkation or disembarkation is changed, we will arrange transportation to the new port from the originally scheduled port.

If any governmental agency publishes an informative announcement regarding travel conditions in or to a specific location included in the scheduled itinerary, we reserve the right to operate the cruise tour as scheduled or change the itinerary; alternatively, we reserve the right to cancel the cruise tour and refund Cruise Fare paid to us.

If the cruise tour is shortened or terminated, we will, at our option, either make a proportionate refund of the Cruise Fare or we will transfer you to another ship or your port of disembarkation by other means. If the

scheduled length of the cruise tour is increased, you will have no responsibility for the cost of any additional

Cruise Fare and we will have no responsibility to pay or compensate you in any manner, including consequential damages. In either of the above circumstances, our responsibility ends once we return you to the point of origination as booked and ticketed by us.

If we change your Cabin to one of lesser cost, we will refund to you the difference in the cost between the Cabin you paid for and the new one except as otherwise noted in this Passenger Ticket Contract.

**6. USE OF TRAVEL AGENT; NON-TRANSFERABILITY; PAYMENT; CANCELLATION FEES.**

- a. Travel Agents. Your travel agent acts solely for you as your agent, and not as agent for Carrier, in making the arrangements for the cruise or cruise tour and any related transportation, lodging or activities. Carrier is not responsible for any representation or conduct of your travel agent, including, but not limited to, any failure to remit your deposit or other monies to Carrier, for which you shall at all times remain liable, or any failure to remit a refund from Carrier to you. Receipt by your travel agent or other authorized individual (including any person who books a cruise or cruise tour on your behalf) of this Passenger Ticket Contract or other information from Carrier or its agent shall constitute receipt of such materials by you. If your travel agent fails to remit any monies paid by you to the travel agent, you remain liable for the monies due Carrier.
- b. Non-Transferability. The itinerary, invoice and Passenger Ticket Contract are not transferable or assignable by you and are valid only on the Ship and for the cruise tour shown therein.
- c. Payment. The schedule of payments is based upon the marketing promotion for which your booking was made. Please refer to your invoice for payment terms. No reservations will be issued on a binding basis, nor travel on a cruise tour permitted, unless we as the Carrier, or our representative, receive the required payments. We reserve all rights concerning the pricing and payment for all cruise tours and Cruise Fares. No portion of the Full Fare will be refunded in whole or in part except as otherwise noted in this Passenger Ticket Contract.
- d. Cancellation Fees. Any cancellation of your cruise or cruise tour must be received in writing by our U.S. sales representative, Viking River Cruises, Inc., at its principal offices located at 5700 Canoga Avenue, Woodland Hills, CA 91367. In such event cancellation fees shall apply as described in this Article, unless expressly stated otherwise in Article 11 of this Ticket Contract, or unless provided otherwise by applicable law. You acknowledge that your cancellation will cause Carrier difficulty in selling a replacement cruise or cruise tour and thus the cancellation fees described herein apply regardless of whether your cruise or cruise tour 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.

i. **Cancellation Fee Schedule Effective for Cruise Tours (other than Grand & World Cruise Voyage) booked on and after August 1, 2018:**

Written Notice received Days Prior to Departure Date	Cancellation fee Per Passenger
120 or more	US \$100.00
119 to 90	20% of Full Fare
89 to 70	35% of Full Fare
69 to 50	50% of Full Fare
49 to 30	75% of Full Fare
29 or fewer	100% of Full Fare

ii. **Cancellation Fee Schedule Effective for Cruise Tours more than 35 days (Grand and World Cruise Voyages) booked on or after August 1, 2018:**

Written Notice received Days Prior to Departure Date	Cancellation fee Per Passenger
180 or more	US \$1,000.00
179 to 150	20% of Full Fare
149 to 120	40% of Full Fare
119 to 90	60% of Full Fare
89 to 60	80% of Full Fare
59 or fewer	100% of Full Fare

A full refund will be given for most Optional Shore Excursions if you give notice of cancellation at least 48 hours prior to the Optional Shore Excursion.

7. **MINIMUM AGE.** We do not maintain facilities or services on our Ships for individuals under the age of 18 years. For all cruise tours booked after March 1, 2020 (regardless of departure year), you must be 18 years old on or before the day you are scheduled to embark on the cruise tour.
8. **PRE-BOARDING AND EMBARKATION REQUIREMENTS.** Upon initiation of pre-boarding procedures, you shall have in your possession the Passenger Ticket Contract, a passport valid until six (6) months following disembarkation (if leaving the United States at any time) or a valid government-issued identification (if not leaving the United States at any time), any necessary affidavits, visas, inoculation or vaccination cards compliant with the requirements of the destinations visited, proof of travel insurance where required by the itinerary and allowed by law, and all other documents necessary for the scheduled ports of call and final destination. We shall not be liable for any losses or delays incurred by your failure, or that of others, to maintain all of said documents required by any applicable laws. We shall not in any circumstances whatsoever, whether or not such documents are produced to us by you, be responsible for any information or advice as to said laws nor shall we be liable for the consequence of any insufficiency or irregularity in such documents or the noncompliance by you with such laws. You are required to be at the location designated for pre-boarding procedures at least four (4) hours before the scheduled time for initiation of pre-boarding procedures, which time may differ from other Passengers on the same cruise due to the necessity of processing each Passenger through pre-boarding

procedures.

9. **PROHIBITED ITEMS; ILLEGAL DRUGS; MARIJUANA; RIGHT TO SEARCH AND SEIZURE.** You may not take on board firearms, weapons, explosives, lithium batteries (except as otherwise expressly allowed under Article 11(c) hereof), controlled or prohibited substances or illegal drugs, marijuana, medical marijuana or CBD oil, inflammable or hazardous items, or any contraband prohibited by local, state or federal law. Marijuana possession or use, including medical marijuana and CBD oil, and possession or use of any illegal drugs, is strictly prohibited on board at all times, as well as in terminals, during shore excursions or any other part of the cruise tour, 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.

In the interest of security and the safety and comfort of other Passengers and the Ship's crew, you agree and consent to a reasonable search being made at any time of you, your Cabin, Stateroom, 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 our opinion, impair the safety of the Ship or those on board, inconvenience other Passengers, or violate the laws of any applicable authority relative to the possession or transportation of nonprescription narcotics, controlled substances or any other illegal commodity of any nature.

10. **PUBLIC HEALTH; ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS.**

- a. Physician Consultation Recommended; Acknowledgment of Health Risks. YOU ARE ENCOURAGED TO DISCUSS THE ADVISABILITY OF TRAVEL WITH YOUR PHYSICIAN AND TO REVIEW THE WEBSITES OF THE UNITED STATES CENTERS FOR DISEASE CONTROL AND PREVENTION ("CDC"), THE WORLD HEALTH ORGANIZATION ("WHO") OR OTHER RELEVANT GOVERNMENT AGENCIES FOR UPDATED INFORMATION. YOU ACKNOWLEDGE, UNDERSTAND AND ACCEPT THAT WHILE ABOARD THE VESSEL, IN TERMINALS AND BOARDING AREAS, OR DURING ACTIVITIES ASHORE AND/OR WHILE TRAVELING TO OR FROM THE VESSEL, YOU OR OTHER GUESTS MAY BE EXPOSED TO COMMUNICABLE ILLNESSES, INCLUDING BUT NOT LIMITED TO COVID-19, INFLUENZA, COLDS AND NOROVIRUS. YOU FURTHER UNDERSTAND AND ACCEPT 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 OUR CONTROL AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. YOU KNOWINGLY AND VOLUNTARILY ACCEPT THESE RISKS AS PART OF THIS TICKET CONTRACT, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURES, OR ALL RELATED DAMAGES, LOSS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.

11. **Right to Refuse Booking or Passage, to Disembark or Quarantine.** We reserve the right to refuse a booking, deny embarkation, disembark, confine to a Stateroom, quarantine or remove any person from a cruise tour or Optional Shore Excursion who may be suffering from a contagious or infectious disease which either: a) has serious health consequences and is readily transmissible by casual contact in the context of travelling on, or using, a vessel or; b) which U.S. or international health agencies have determined should result in restrictions on travel. Such diseases include but are not limited to COVID-19. You also acknowledge that we must take any action mandated at any destination by immigration or other governmental authorities with regard to contagious or infectious diseases. You agree that decisions based on a contagious or infectious disease are final and binding. **PASSENGER'S WARRANTIES AND FITNESS; PREGNANCY; ACCESSIBILITY LIMITATIONS; HEALTH AND SPECIAL NEEDS.**

- a. Warranties and Fitness. You warrant that you and all other Passengers traveling in your party are physically, emotionally and otherwise fit to undertake the cruise or cruise tour; that you and they have received all medical inoculations or vaccinations necessary; that you and they will at all times comply with the Ship's rules and regulations and orders and directions of the Ship's Master and officers, as applicable, and that your conduct will not impair the safety of the Ship or the safety of other Passengers. We are not required to provide any inoculations, vaccinations, or specialized health or mental care during your cruise tour and all such arrangements are your responsibility. We are unable to accommodate women past their 24th week of pregnancy.
- b. Special Needs. Guests are strongly encouraged to advise us at 1-877-668-4546 (1-877-66VIKING) of any accessibility requirements prior to booking so we can determine if reasonable accommodations are available. Please request the appropriate accessibility form to review, sign and return to us. Passengers are requested to advise us in writing, at or prior to the time a cruise or cruise tour is booked, of any physical, emotional or mental condition which may require an accommodation during the cruise or cruise tour, including if the Passenger requires the use of a wheelchair or other mobility equipment, not to exceed 22" in width and not weigh more than 50 pounds. Unless a particular item has been requested in writing in advance of travel and we can accommodate the request, Passenger must bring and be solely responsible for all necessary items related to the medical condition or mobility challenge. If a mobility, medical, physical, emotional or mental condition arises after the cruise or cruise tour is booked and for which an accommodation is requested, you are requested to advise us in writing. Carrier endeavors to reasonably accommodate special access needs but cannot guarantee it will be able to do so in all cases.
- c. General Accessibility Limitations. Some ports of call may have physical conditions which may limit or preclude certain Passengers from going ashore. Passengers using walkers, crutches, or other mobility aids or who may need physical assistance throughout the trip should consider these needs when making a booking as our onboard personnel are not required to perform personal tasks or assist with eating, dressing, or toileting. Additionally, lithium batteries cannot be placed in checked baggage and must be hand-carried as onboard carry-on. All batteries must have the capacity clearly printed on the outside or they will not be allowed on board. To calculate your battery capacity if it is only marked in mAh, divide the mAh number by 1,000 and multiply by 3.7. For example, a capacity of 10,400 mAh/1,000 = 10.4 mAh  $\times$  3.7 v = 28.48 Wh (under the limit of 160 Wh). Carrier is not liable for any denial of services by independent suppliers such as air carriers, hotels, or restaurants.
- d. Ship Access Outside the United States/Access To Medical Care. Embarking and disembarking from ships in various foreign ports may be more difficult than customary in the United States. Gangways may be inaccessible to some. Passengers with any medical, physical or other special needs should review their itinerary and their proposed Ship's layout on our website, consider their needs and contact us for any special needs. There are inherent risks associated with traveling aboard ships that are unique to cruise tour travel. Passengers acknowledge assistance may be limited or impossible in case of an emergency or rough seas, and that there may be a lack of immediate access to medical services in certain parts of the world.
- Expedition Cruise Requirements, Acknowledgements and Warranties. If you are traveling on an Expedition Cruise, notwithstanding any other term or condition herein, you acknowledge that: (1) your cruise has additional risks and dangers above and beyond those of non-Expedition Cruises, such as, by way of example only, a greater likelihood that you will be exposed to extreme weather conditions or other unpredictable forces of nature (including the behavior of animals), a greater likelihood that you will be required to exert yourself physically or psychologically, that you will travel to remote regions far from medical services (including regions where it is difficult or even impossible to carry out medical evacuations by helicopter or other means), and that equipment may malfunction in remote locations;

(2) you assume the risks of traveling on an Expedition Cruise and the possibility of injury to yourself or your property, and the resulting consequences; (3) the reason, at least in part, of your travel on an Expedition Cruise is because of the excitement and enjoyment provided on Expedition Cruises resulting from, at least in part, the risks inherent in an Expedition Cruise; (4) Expedition Cruises may not be able to offer the same services and accommodations as non-Expedition Cruises and that you may be subject to greater restrictions on what you may bring on board than you would be on a non-Expedition Cruise; (5) the pricing of your ticket for an Expedition Cruise is based on your assumption of the inherent risks of an Expedition Cruise; (6) you warrant that you have no physical or psychological condition which would entail an unreasonable risk to the health or safety of others participating in the Expedition Cruise or to the conduct of the Expedition Cruise; (7) if we become aware of any such condition, we reserve the right to deny boarding or to exercise any right set forth in this Passenger Ticket Contract; (8) in order to travel on an Expedition Cruise, you will be required to (i) provide to us a Fit to Travel letter at approximately 6 months prior to departure (or immediately after booking if you book travel on an Expedition Cruise within 6 months prior to departure); (ii) inform us in writing of any changes to the answers to any items on the Fit to Travel Letter at least 30 days before departure and at time of embarkation, and (iii) alert us immediately after you become aware of any changes to any answers to any items on the Fit to Travel letter after embarkation; (9) by providing us with any medical information relevant to an Expedition Cruise, we are not in any manner whatsoever providing you with medical advice regarding the advisability or safety of participating in an Expedition Cruise or any activities related to an Expedition Cruise as we are not a medical provider; and (10) You may be required to purchase and provide proof of travel insurance for certain locations visited during Expedition Cruises; travel will be prohibited if adequate proof is not provided.

12. **COMPLIANCE WITH LAWS, REGULATIONS AND SHIP'S ORDERS; INDEMNIFICATION.** You must at all times comply with the requirements of all port, health, customs, and police authorities, and all other laws and regulations of each locale, or state visited. You must at all times comply with the orders of the Carrier or Ship's officers. You may be disembarked without liability for loss, expenses incurred, damage or compensation of any kind if you violate any such requirements. You agree to indemnify us for all penalties, fines, charges, losses or damages of any nature incurred or imposed upon us or the Ship by virtue of any act or violation of law by you or by any or all Passengers named on or traveling under this Passenger Ticket Contract.
13. **MEDICAL AND OTHER PERSONAL SERVICES.** We do not maintain a physician or infirmary on the Ship. The Ship is equipped to provide only basic first aid if you become injured or ill until you can be evacuated from the Ship for medical care onshore. You acknowledge that the availability of such evacuation may be limited or delayed by circumstances such as sea conditions or limitations at ports of call. You also acknowledge that any medical care you do receive, whether onboard or onshore, will not be provided by anyone acting under our control or direction, or as our agent. You accept and use medicine, medical treatment and other personal services at your sole risk and expense without liability or responsibility of Carrier whatsoever and agree to indemnify the Carrier for all medical or evacuation costs or expenses incurred on your behalf, unless otherwise required by applicable law. Doctors, nurses or other medical or service personnel work directly for you and shall not be deemed to act under the control or supervision of Carrier, since Carrier is not a medical provider. We do not undertake to supervise the medical expertise of any such medical personnel and will not be liable for the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which a doctor or nurse may or may not furnish you. Similarly, and without limitation, instructors, guest lecturers, entertainers and other service personnel shall be considered independent contractors who work directly for the Guest.



#### 14. CARRIER'S LIABILITY; TIME LIMITS.

##### a. LIABILITY LIMITATIONS.

- i. LIABILITY LIMITED TO OUR NEGLIGENCE. WE SHALL NOT BE LIABLE FOR DEATH, INJURY, ILLNESS, DAMAGE, DELAY, LOSS OR DETRIMENT CAUSED BY ACT OF GOD, WAR OR WARLIKE OPERATIONS, CIVIL COMMOTIONS, LABOR TROUBLE, INTERFERENCE BY AUTHORITIES, EPIDEMICS OR PANDEMICS OF COMMUNICABLE DISEASES (INCLUDING, BUT NOT LIMITED TO, COVID-19, INFLUENZA AND NOROVIRUS), GOVERNMENTAL RESTRAINTS OR DECLARATIONS RELATING TO EPIDEMICS OR PANDEMICS, OTHER RESTRAINTS OF GOVERNMENTAL AUTHORITY, HEALTH EMERGENCIES, PERILS OF THE SEA, LURCHING OF THE VESSEL, OR ANY CAUSE BEYOND OUR CONTROL, FIRE, THEFTS OR ANY OTHER CRIME, ERRORS IN THE NAVIGATION OR MANAGEMENT OF THE SHIP OR DEFECT IN OR UNSEAWORTHINESS OF HULL, MACHINERY, APPURTENANCES, EQUIPMENT, FURNISHING OR SUPPLIES OF THE SHIP, FAULT OR NEGLECT OF PILOTS, TUGS, AGENTS OR INDEPENDENT CONTRACTORS SUCH AS SHIP'S PHYSICIAN, TO YOU OR OTHER PERSONS ON BOARD NOT IN OUR EMPLOY OR ANY OTHER CAUSE OF WHATSOEVER NATURE EXCEPT AND UNLESS IT IS PROVEN THAT SUCH DEATH, INJURY, ILLNESS, DAMAGE, DELAY OR LOSS RESULTED FROM OUR ACT OR OMISSION COMMITTED DURING THE COURSE OF THE CARRIAGE AND DUE TO OUR FAULT OR NEGLECT OR THAT OF ANY OF OUR SERVANTS OR AGENTS ACTING WITHIN THE SCOPE OF THEIR EMPLOYMENT, AND IN THAT EVENT OUR LIABILITY THEREFORE SHALL NOT EXCEED THOSE LIMITATIONS PROVIDED BY THE APPLICABLE LAW DESCRIBED BELOW. WE SHALL IN NO EVENT BE LIABLE TO YOU IN RESPECT OF ANY OCCURRENCE PRIOR TO YOUR EMBARKATION OR AFTER YOUR DISEMBARKATION FROM THE SHIP NAMED HEREIN OR SUBSTITUTE, EXCEPT FOR TRANSPORTATION BY WATER WHICH IS CARRIED OUT BY MEANS OF A CONVEYANCE PROVIDED BY US INCLUDING THE SHIP AND ITS TENDERS OR, WITH RESPECT TO ANY BAGGAGE, WHEN THE SAME IS IN OUR CUSTODY AT ANY SHORESIDE INSTALLATION.
- ii. NO CONSEQUENTIAL OR PUNITIVE DAMAGES; EMOTIONAL DISTRESS. YOU AGREE, AS CONSIDERATION FOR THE CRUISE FARE PAID, THAT IN NO EVENT SHALL WE BE LIABLE FOR CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, NOTWITHSTANDING ANY LAW TO THE CONTRARY. NOR SHALL WE BE LIABLE TO YOU FOR DAMAGES FOR EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY OF ANY KIND, UNDER ANY CIRCUMSTANCES, EXCEPT FOR DAMAGES PROVEN IN A COURT OF COMPETENT JURISDICTION ARISING FROM AND ATTRIBUTABLE TO A PHYSICAL INJURY TO YOU OR AS A RESULT OF YOU HAVING BEEN AT ACTUAL RISK OF IMMEDIATE PHYSICAL INJURY PROXIMATELY CAUSED BY CARRIER'S NEGLIGENCE OR EXCEPT WHERE SUCH DAMAGES ARE PROVEN IN A COURT OF COMPETENT JURISDICTION TO HAVE BEEN INTENTIONALLY CAUSED BY CARRIER.
- iii. BAGGAGE. YOU ARE ENTITLED TO FREE CARRIAGE OF ALL PERSONAL BELONGINGS NECESSARY WHILE ON BOARD. HOWEVER, YOU MUST COMPLY WITH ANY REGULATIONS, TARIFFS, TERMS OR CONDITIONS OF ANY AIRLINE OR OTHER TRANSPORTATION PROVIDER WHICH MAY INCLUDE A LOWER WEIGHT LIMIT FOR BAGGAGE. WE ASSUME NO RESPONSIBILITY FOR ANY LOSS OF OR DAMAGE TO YOUR PERISHABLE ITEMS, MEDICINES, VALUABLES, FINANCIAL INSTRUMENTS, ELECTRONIC EQUIPMENT AND THE LIKE, EXCEPT AS SPECIFICALLY PROVIDED IN THIS PASSENGER TICKET CONTRACT. ONLY SUCH PERSONAL WEARING APPAREL, EFFECTS AND GIFTS AS ARE NECESSARY AND APPROPRIATE FOR THE VOYAGE MAY BE BROUGHT ON BOARD BY YOU. Any piece of baggage must be distinctly labeled with your name, Ship's name, cabin number and sailing date. You are allowed without extra charge one (1) cubic meter (35.3 cubic feet) of baggage. Any baggage which you bring into your Cabin must be able to fit under the bed or in provided storage space within the Cabin.
- iv. VALUABLES AND PERSONAL ITEMS. WE SHALL IN NO EVENT BE LIABLE FOR THE LOSS OF OR DAMAGE TO CASH, NEGOTIABLE SECURITIES, GOLD, SILVER, JEWELRY, ORNAMENTS, PRECIOUS

STONES, WORKS OF ART, OR OTHER VALUABLES UNLESS THE SAME HAVE BEEN DEPOSITED WITH US AGAINST RECEIPT FOR THE AGREED PURPOSE OF SAFEKEEPING. IN THE EVENT OF SUCH A DEPOSIT, OUR LIABILITY FOR LOSS OR DAMAGE THEREOF SHALL BE LIMITED TO US\$100.00, UNLESS VALUE EXCEEDING THAT AMOUNT BE DECLARED IN WRITING. IF THE DECLARED VALUE EXCEEDS U.S.\$100.00, WE ARE ENTITLED TO CHARGE 5% OF VALUE DECLARED, UP TO U.S.\$5,000.00. UPON PAYMENT OF THIS CHARGE, LIABILITY WILL BE EXTENDED TO THE TRUE VALUE DECLARED BUT IN NO EVENT SHALL WE BE LIABLE FOR AN AMOUNT EXCEEDING U.S.\$5,000.00. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR LOSS OF OR DAMAGE TO ELECTRONICS, COMPUTERS (WHETHER HANDHELD, LAPTOP OR OTHER), DVD PLAYERS OR DIGITAL OR FLASH DRIVE COMPUTER EQUIPMENT, DISKS, MEMORY CARDS OR OTHER ELECTRONIC STORAGE, HANDHELD OR SIMILAR DEVICES, CELLULAR TELEPHONES, CAMERAS, VIDEO OR AUDIO TAPES, CDS, BINOCULARS, RECREATIONAL EQUIPMENT, DENTAL HARDWARE, COSMETICS, ELECTRIC HAIR APPLIANCES, EYEWEAR (INCLUDING EYEGLASSES, SUNGLASSES AND CONTACT LENSES), , LIQUOR OR OTHER ALCOHOLIC BEVERAGES, CIGARETTES, TOBACCO PRODUCTS OR BUSINESS OR OTHER DOCUMENTS, WHETHER CARRIED WITHIN YOUR LUGGAGE OR OTHERWISE.

- v. SERVICES PROVIDED BY INDEPENDENT CONTRACTORS; SHORE EXCURSIONS. NO REPRESENTATIONS EITHER EXPRESS OR IMPLIED ARE MADE WITH RESPECT TO THE SUITABILITY OF TRAVEL FACILITIES, EXCURSIONS, AIRLINE FLIGHTS, GROUND TRANSPORTATION OR OTHER INDEPENDENT CONTRACTORS. WE HAVE NO RESPONSIBILITY IN WHOLE OR IN PART FOR ANY DELAYS, DELAYED DEPARTURES OR ARRIVALS, MISSED CONNECTIONS, LOSS, DEATH, DAMAGE OR INJURY TO PERSON OR PROPERTY OR ACCIDENT, MECHANICAL DEFECT, FAILURE, OR NEGLIGENT OR INTENTIONAL ACTS OF ANY NATURE WHATEVER IN CONNECTION WITH ANY ACCOMMODATIONS, TRANSPORTATION, SERVICES, FACILITIES, EQUIPMENT, COMMON CARRIERS OR OTHER VEHICLES OR VESSELS PROVIDED BY INDEPENDENT CONTRACTORS OR ARISING FROM THEIR CONDUCT OR DURING ANY SHORE EXCURSION, WITH OR WITHOUT NOTICE, OR FOR ANY ADDITIONAL EXPENSES OCCASIONED THEREBY. VARIOUS INDEPENDENT CONTRACTORS OTHERWISE PARTICIPATING IN YOUR CRUISE TOUR MAY ENTER INTO THEIR OWN SEPARATE CONTRACTUAL ARRANGEMENTS WITH YOU, AND REGARDLESS, YOU ASSUME THE RISK OF UTILIZING THE SERVICES AND FACILITIES OF THOSE INDEPENDENT CONTRACTORS. EVEN THOUGH WE SHALL BE ENTITLED TO COLLECT A FEE AND EARN A PROFIT FROM THE TICKETING OR SALE OF SHORE EXCURSIONS OR TOURS PROVIDED BY INDEPENDENT CONTRACTORS, WE NEITHER SUPERVISE NOR CONTROL THEIR ACTIONS AND MAKE NO REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THEIR SUITABILITY. IN ARRANGING FOR SERVICES BY ALL ON BOARD CONCESSIONS, ALL SHORE EXCURSION/TOUR TICKETS, ALL PRE AND POST CRUISE AIRLINE FLIGHTS OR OTHER TRANSPORTATION OFF OF THE SHIP AND ITS TENDERS, OR ANY SERVICES BY ANY INDEPENDENT CONTRACTORS, WE DO SO SOLELY AS A CONVENIENCE FOR YOU. YOU ARE FREE TO USE OR NOT USE THESE SERVICES AND WE DO NOT GUARANTEE PERFORMANCE.
- CABIN BAGGAGE LIMITATION OF LIABILITY. ALL THE EXEMPTIONS FROM AND LIMITATIONS OF LIABILITY PROVIDED IN OR AUTHORIZED BY THE LAW OF THE UNITED STATES (INCLUDING TITLE 46 OF THE UNITED STATES CODE, SECTIONS 30501 THROUGH 30509, INCLUSIVE, AND 30511) WILL APPLY. WE SHALL NOT BE LIABLE FOR LOSS OF OR DAMAGE TO YOUR CABIN BAGGAGE IN ANY AMOUNT EXCEEDING U.S.\$500.00 PER PASSENGER. EXCEPT AS OTHERWISE PROVIDED, LIABILITY FOR OTHER BAGGAGE OR PROPERTY SHALL LIKEWISE BE LIMITED TO U.S.\$500.00 PER PASSENGER. SHOULD YOU DESIRE AN EXTENSION OF OUR LIABILITY OF U.S.\$500.00 FOR SUCH OTHER BAGGAGE OR PROPERTY, YOU MUST DECLARE THE TRUE VALUE OF THE PROPERTY AND PAY TO US AN AMOUNT OF MONEY CALCULATED AT 5% OF THE TRUE VALUE DECLARED, UP TO U.S.\$5,000.00. LIABILITY WILL THEN BE EXTENDED TO THE AMOUNT OF THE TRUE VALUE DECLARED BUT IN NO EVENT EXCEEDING U.S.\$5,000.00. 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.

- b. **TIME LIMITS FOR CLAIMS AND SUITS; FORFEITURE.** THE FOLLOWING TIME LIMITS AND FORFEITURE PROVISIONS APPLY TO ALL CLAIMS AND SUITS AGAINST THE CARRIER AND CANNOT BE WAIVED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF ONE OF OUR AUTHORIZED CORPORATE DIRECTORS.

- i. CLAIMS FOR PERSONAL INJURY, ILLNESS OR DEATH. NO SUIT SHALL BE MAINTAINABLE AGAINST THE CARRIER FOR PERSONAL INJURY, ILLNESS OR DEATH OF ANY PASSENGER, AND ANY SUCH SUIT SHALL BE FORFEITED, UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS SHALL BE DELIVERED TO THE CARRIER OR VIKING RIVER CRUISES, INC. WITHIN SIX (6) MONTHS FROM THE DATE WHEN SUCH PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER OCCURRED; AND IN NO EVENT SHALL ANY SUIT AGAINST THE CARRIER WITH RESPECT TO PERSONAL INJURY, ILLNESS OR DEATH BE MAINTAINABLE, AND ANY SUCH SUIT SHALL BE FORFEITED, UNLESS SUIT SHALL BE COMMENCED IN THE FORUM DESIGNATED IN ARTICLE 16 WITHIN ONE (1) YEAR FROM THE DATE WHEN THE PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER OCCURRED.
- ii. ALL OTHER CLAIMS. NO SUIT SHALL BE MAINTAINABLE AGAINST THE CARRIER, AND ANY SUCH SUIT SHALL BE FORFEITED, FOR ANY CLAIM WHATSOEVER IN CONNECTION WITH, RELATED TO, OR ARISING DIRECTLY OR INDIRECTLY FROM A CRUISE, CRUISE TOUR OR THIS PASSENGER TICKET CONTRACT, OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH, UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS SHALL BE DELIVERED TO THE CARRIER OR VIKING RIVER CRUISES, INC. WITHIN THIRTY (30) DAYS AFTER TERMINATION OF THE CRUISE TOUR TO WHICH THE CLAIM RELATES; AND IN NO EVENT SHALL ANY SUIT BE MAINTAINABLE AGAINST THE CARRIER WITH RESPECT TO ANY CLAIM WHATSOEVER, OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH, AND ANY SUCH SUIT SHALL BE FORFEITED, UNLESS SUIT SHALL BE COMMENCED IN THE FORUM DESIGNATED IN ARTICLE 16 WITHIN SIX (6) MONTHS FROM THE DATE OF TERMINATION OF THE CRUISE TOUR TO WHICH THE CLAIM RELATES.

15. **CHOICE OF LAW AND FORUM.** YOU AGREE THAT ANY DISPUTE WHATSOEVER IN CONNECTION WITH, RELATED TO, OR ARISING DIRECTLY OR INDIRECTLY FROM A CRUISE, CRUISE TOUR OR THE PASSENGER TICKET CONTRACT SHALL BE DETERMINED EXCLUSIVELY IN ACCORDANCE WITH THE GENERAL MARITIME LAW OF THE UNITED STATES, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES, EXCEPT IN CASE OF DEATH ARISING OUTSIDE THE UNITED STATES WHICH SHALL BE GOVERNED BY THE DEATH ON THE HIGH SEAS ACT, TITLE 46 OF THE UNITED STATES CODE, SECTION 30301 ET SEQ. YOU FURTHER AGREE THAT ANY AND ALL DISPUTES DESCRIBED IN THIS PARAGRAPH SHALL BE LITIGATED, IF AT ALL, IN AND BEFORE THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA IN LOS ANGELES, CALIFORNIA, U.S.A., OR AS TO THOSE LAWSUITS OVER WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, IN AND BEFORE A COURT LOCATED IN LOS ANGELES COUNTY, CALIFORNIA, U.S.A., TO THE EXCLUSION OF THE COURTS OF ANY OTHER COUNTRY, STATE, CITY, MUNICIPALITY, COUNTY OR LOCALE. YOU CONSENT TO JURISDICTION AND WAIVE ANY OBJECTION THAT MAY BE AVAILABLE TO ANY SUCH ACTION BEING BROUGHT IN SUCH COURTS.

16. **WAIVER OF CLASS ACTION.** 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 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.

17. **WAIVER OF IN REM PROCEEDINGS.** 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 PURPOSES OF OBTAINING SECURITY OR JURISDICTION AND WILL RELY SOLELY ON THE CREDIT OF THE CARRIER IN BRINGING ANY CLAIM AGAINST CARRIER, IF AT ALL.

18. **THIRD PARTY PROVIDERS—ENGLISH LANGUAGE.** We, as the Carrier, are not responsible for services provided or items sold by any concessionaire or other third parties to you. Charges for such services or goods which you request or purchase will be your sole responsibility. Information and instructions are in English as the primary language for all cruises.
19. **PASSENGER DETENTION; MEDICAL TRANSFER; UNAUTHORIZED STOPOVER OR DISEMBARKATION.** If you are detained on board or elsewhere at any time or at final destination because of quarantine, port regulations, illness or other cause, all expenses incurred in connection with such detention shall be your sole responsibility. If you are carried aboard the Ship beyond final destination for any reason, without fault of the Carrier, you shall pay for any extra costs. Should it become necessary, in the sole judgment of the Master, to transfer you for medical reasons, the cost of such transfer shall be borne by you. Unauthorized stopover or disembarkation or failure to make any sailing of the ship at any port shall be at your sole risk and expense, you may be denied subsequent boarding, and you will not be entitled to any refund, payment, compensation or credit of any kind.
20. **ANIMALS.** No pets or other animals are allowed on board the Ship except for certain necessary Service Animals of a Passenger with a disability, which require written notification to the Carrier or our agent at the time of booking your cruise and our written approval. "Service Animal" is defined according to Americans With Disability Act ("ADA") regulations relevant to cruise vessels and means any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability. Emotional support animals are not Service Animals under relevant regulations. If the service animal's behavior creates a fundamental or direct threat to safety, you and the service animal may be denied boarding or may be removed from the ship at your expense. We may decline to carry, or disembark, a service animal if it is not housebroken or if it is not under the control of its user and the user does not take effective action to control it. You must comply with any applicable law regarding disembarkation of or with animals. You agree to accept responsibility, reimburse or indemnify Carrier for any loss or damage related to the presence of any service animal brought on the cruise. You further agree to determine and meet any documentary or other requirements related to the animal.
21. **GENERAL AVERAGE.** You will not be liable to pay, nor be entitled to receive, any general average contribution in respect of property taken with you on the Ship.
22. **PAYMENTS/AUTHENTICATION/SMS CONSENT.** Any and all payments made by you to us shall be made in currency of the United States of America or other currency acceptable to us. All charges for services and products provided on board the Ship must be settled in cash or charged (via credit card acceptable to us) before your disembarkation from the Ship. Any other expenses incurred by you or by us on your behalf shall be payable by you on demand.
- STRONG CUSTOMER AUTHENTICATION ("SCA"). SCA is a requirement of EU Directive 2015/2366. SCA may require you, as a cardholder, to authenticate certain payments by using a two-part authentication process. A Merchant-Initiated Transaction ("MIT") may not require SCA. Costs that may be incurred during your cruise may be processed as MITs ("other costs"). To process other costs as MITs, this may require (a) your initial consent to an MIT arrangement and (b) the initial authentication of your payment card. When you consent to the authentication of your payment card, you consent to, and execute, an MIT arrangement.

By providing your phone number in connection with any cruise or tour reservation, or any other service or offering, you consent to receive automated text messages to that phone number with information and updates related to such cruise, tour, service, or offering. These texts may be about your reservation status, payment timelines, pending items to complete a reservation, reservation updates, or air travel arrangements, for example. Message frequency may vary. Standard SMS and data rates apply. Text 'HELP' for help. Text 'STOP' any time to opt out of future SMS messages.

23. **TRAVELING COMPANIONS.** You covenant and warrant that you are duly authorized by or on behalf of all Passengers named on or traveling under this Passenger Ticket Contract to agree to all terms, conditions, limitations and exceptions herein contained, and by accepting or using this Passenger Ticket Contract, he or she or they agree that the same shall be binding on them with the same force and effect as if they and every

one of them signed this Passenger Ticket Contract. You must take proper steps (including provision of all necessary documents) as may be required to enable him or her or them to land at the port of destination. You agree to indemnify and defend us from any claims made against us by Passengers traveling under this Passenger Ticket Contract who assert they were not made aware of these Passenger Ticket Contract terms and conditions.

24. **FAILURE TO USE PASSENGER TICKET CONTRACT.** We reserve the right to cancel this Passenger Ticket Contract without any liability whatsoever for refund or compensation, unless otherwise required by applicable law, if you do not use this Passenger Ticket Contract for the Ship or other Ships substituted, or land arrangements for the date mentioned, or should this Passenger Ticket Contract become lost or mislaid, or if you use this Passenger Ticket Contract for only part of the voyage indicated hereon, for any reason, whether or not due to causes beyond your control.
25. **OVERBOOKING.** You agree that we retain the right to overbook Passenger accommodations. In the event that the Passenger accommodation referenced in this Passenger Ticket Contract is overbooked, or if we determine that the Ship is overbooked, we may, at our discretion, deny boarding to any Passenger and, at our further discretion, refund all monies paid or offer another cruise in substitution.
26. **USE AND DISPLAY OF LIKENESS.** You hereby grant Carrier and its agents the right to include photographic, video and other visual or audio portrayals of you in any pictorial medium of any nature (collectively, the "portrayals") whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to you, and all rights, title and interest therein (including all worldwide copyrights therein) shall be the sole property of Carrier and its agents, free from any claims by you or any person deriving any rights or interest from you. You hereby irrevocably assign to Carrier and its agents all right, title and interest in and to any such portrayals.

Without our express prior written consent, you expressly agree not to use, post, share or upload any portrayals (i) of you or any other Passenger in combination with crew or the Ship, or (ii) that depict the Ship, its design or equipment or any part thereof whatsoever, for any commercial purpose or in any media broadcast or for any other non-private use. For the avoidance of doubt, you are permitted to use, portrayals of you or any other Passenger in combination with crew or the Ship for your private noncommercial use.

27. **PRIVACY POLICY.** For a complete description of our Privacy Policy, which may be updated from time to time without notice, please visit <https://www.vikingcruises.com/privacy-policy/index.html>.
28. **AMENDMENTS AND MODIFICATIONS.** In the event amendments or modifications to this Passenger Ticket Contract are reasonably required they may be added by us as described herein and will be considered an enforceable part hereof.
29. **MISCELLANEOUS.** This Passenger Ticket Contract constitutes the entire understanding and agreement between you and Carrier and supersedes any other prior oral, implied, written or other representations or agreements between you and Carrier. The illegality or invalidity of any article, paragraph, clause, or provision of this Passenger Ticket Contract shall not affect or invalidate any other paragraph, clause or provision thereof and any such illegality or invalidity shall render any affected article, paragraph, clause or provision hereof ineffective only to the extent of such illegality or invalidity. All titles or headings set forth in this Passenger Ticket Contract are for convenience only and have no separate meaning or effect.
30. **CARRIER INFORMATION.\*** VRC acts solely as a sales agent for the below listed Carriers for the vessels described in VRC advertising. VRC neither owns nor operates any of the vessels described herein and thus assumes no responsibility or liability for acts or omissions of any Carrier regarding the cruises described. Unless otherwise noted below, the Carriers operate vessels worldwide and are neither domiciled nor based in the United States or Canada.

#### Ocean Cruise Ships

The *Viking Star*, *Viking Sky*, *Viking Sea*, *Viking Orion*, *Viking Jupiter*, *Viking Venus*, *Viking Mars*, *Viking Neptune*, *Viking Saturn*, *Viking Vela* and *Viking Vesta* are vessels registered in Norway. The Carriers for these vessels while operating a cruise which embarks in the United States or its territories is Viking Cruises USA Ltd, a Bermuda company with a vessel operating office in Basel, Switzerland.

### River Cruise Ships

The *Viking Mississippi* is a vessel registered in the United States. The Carrier for this vessel is Viking USA LLC, a Delaware limited liability company with operating offices in Woodland Hills, California.

### Expedition Cruise Ships

The *Viking Octantis* and the *Viking Polaris* are registered in Norway. The Carrier for these vessels while operating a cruise which embarks in the United States or one of its territories is Viking Expedition Ltd, a Bermuda company with a vessel operating office in Basel, Switzerland.

*\*Carrier information is subject to change. For an up-to-date listing of the registry and Carrier information for each individual ship, visit [www.vikingcruises.com](http://www.vikingcruises.com)*

## **31. AIR TRANSPORTATION TERMS & CONDITIONS**

- a. **Advice to International Passengers on Limitations of Liability.** Passengers embarking upon a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that the provisions of an international treaty (the Warsaw Convention, the 1999 Montreal Convention, or other treaty), as well as a Carrier's own contract of carriage or tariff provisions, may be applicable to their entire journey, including any portion entirely within the countries of departure and destination. The applicable treaty governs and may limit the liability of Carriers to passengers for death or personal injury, destruction or loss of, or damage to, baggage, and for delay of passengers and baggage. Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the Carrier's liability under an international treaty. For further information please consult your airline or insurance company representative.
- b. **Domestic Notice.** Air Transportation to be provided between points in the U.S. (including its overseas territories and possessions) is subject to the individual contract terms (including rules, regulations, tariffs and conditions) of the transporting air carriers, which are herein incorporated by reference and made part of the contract of carriage. Where this coupon is issued for transportation, or services other than air travel, specific terms and conditions may apply, which may be included in the ticket set or may be obtained from the issuing company or agent. Please make sure you have received from the air carrier the important legal notices entitled "Conditions of Contract," "Notice of Incorporated Terms," "Notice of Baggage Liability Limitations," and "Notice of Overbooking," or the specific terms and conditions relating to non-air transportation or services.

## **32. CANADIAN ADDENDUM.**

- a. **Amendments-Residents of Canada.** For residents of Canada, we may modify in whole or in part this Passenger Ticket Contract at any time. In the event this Passenger Ticket Contract is amended, suspended or changed, we will provide at least 30 days written notice before the amendment comes into effect, setting out the new clause, or the amended clause and how it read formerly, and the date on which the change will come into effect. You may refuse the amendment and rescind this Passenger Ticket Contract without cost, penalty or cancellation indemnity, by sending us notice to that effect no later than 30 days after the amendment comes into force, at the address or email address indicated in the notice.
- b. **Carrier Liability, Choice of Law and Forum-Residents of Quebec.** For individual residents of Quebec, our responsibility as the Carrier for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by you or any of the other Passengers in your party shall be governed, in the first instance, by the Athens Convention, with protocols and amendments as adopted by Canada, and, as applicable, by those other and further limitations of liability set forth in the statutory maritime and general laws of Quebec and Canada, as the law governing this Passenger Ticket Contract. Any dispute arising out of or in connection with this Passenger Ticket Contract may be determined by the courts of the City of Montreal in the Province of Quebec.