

## CUNARD LINE GUEST REGISTRATION FORM

### ABOUT YOUR CRUISE

Ship: \_\_\_\_\_ Sailing Date: \_\_\_\_\_ Booking No.: \_\_\_\_\_ Cabin No.: \_\_\_\_\_

Embarkation: \_\_\_\_\_ MONTH DAY YEAR Disembarkation: \_\_\_\_\_ MONTH DAY YEAR

Prior to embarkation I can be contacted at: \_\_\_\_\_

### ABOUT YOU

Please print your full name **as it appears on your passport**.

	FIRST GUEST Mr. <input type="checkbox"/> Miss <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Other:	SECOND GUEST Mr. <input type="checkbox"/> Miss <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Other:
<b>Club Membership No.</b>		
Last Name		
First and Middle Name		
Date and Place of Birth	Month: Day: Year: Place:	Month: Day: Year: Place:
Citizenship/Passport Number	Country: No.:	Country: No.:
Place and Date of Issue	Issued at: Month: Day: Year:	Issued at: Month: Day: Year:
Expiration Date/Occupation	Month: Day: Year: Occupation: Retired <input type="checkbox"/>	Month: Day: Year: Occupation: Retired <input type="checkbox"/>
Total Cruises/Days Sailed	No. of Cruises No. of Days	No. of Cruises No. of Days

### MORE ABOUT YOU

#### Home Address

(No P.O. Box Please): \_\_\_\_\_

City: \_\_\_\_\_ State/Country: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Home Telephone: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

#### In case of an emergency, whom should we contact?

Name: \_\_\_\_\_

City: \_\_\_\_\_ State/Country: \_\_\_\_\_

Telephone: \_\_\_\_\_ Relationship: \_\_\_\_\_

#### With whom are you traveling?

Name: \_\_\_\_\_ Cabin No.: \_\_\_\_\_

Name: \_\_\_\_\_ Cabin No.: \_\_\_\_\_

#### How would you like your name to appear on the guest list?

First Guest: \_\_\_\_\_

Second Guest: \_\_\_\_\_

#### Have you sailed on other cruise lines?

Cruise Line name	Year sailed	Number of days sailed
_____	_____	_____
_____	_____	_____

### CELEBRATIONS ON BOARD

Anniversary Date: \_\_\_\_\_ Birthday: \_\_\_\_\_

Other: \_\_\_\_\_ Date: \_\_\_\_\_

### YOUR COMMENTS PLEASE

Please list any special preferences you have. We will do our best to accommodate you.

\_\_\_\_\_

Do you have any medical conditions or physical limitations of which we should be aware?

No  Yes

If yes, please provide details below or attach additional information.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### DINING ROOM TABLE PREFERENCE

Name(s) of Guest(s) with whom you wish to be seated.

\_\_\_\_\_

\_\_\_\_\_

Smoking  Non-Smoking

Table for:  2  4  6  8  Early  Late (if applicable)

### YOUR SIGNATURE PLEASE

BY SIGNING BELOW, EACH GUEST CERTIFIES, ON HIS/HER OWN BEHALF AND ON BEHALF OF ANY ACCOMPANYING MINORS, THAT THE ABOVE INFORMATION IS CORRECT AND THAT THE GUEST HAS RECEIVED AND READ ALL TERMS AND CONDITIONS OF THE PASSAGE CONTRACT.

First Guest: \_\_\_\_\_ Date: \_\_\_\_\_

Second Guest: \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE RETURN IN THE ENVELOPE PROVIDED OR FAX IT TO US AT (305) 463-3038. WE WILL APPRECIATE RECEIPT OF THIS GUEST REGISTRATION FORM AT LEAST SIX WEEKS PRIOR TO SAILING.

**FINAL CRUISE DOCUMENTS WILL NOT BE ISSUED UNTIL THIS COMPLETED FORM HAS BEEN RECEIVED.**

## CUNARD LINE PASSAGE CONTRACT

In accepting this Passage Ticket and Passage Contract, passengers agree to be bound by all of its terms including limitations on the passenger's rights. Each passenger should carefully examine this document, especially the conditions on pages 1 through 9 which limits his/her legal rights.

The word "Company" when used in this Contract shall mean and include Cunard Line Limited, the vessel, its owners, operators, employees, agents, charterers and tenders. The term "vessel" as used herein shall also include any vessel on which the passenger may be traveling or against which the passenger may assert a claim. The limitations and contractual provisions herein shall apply to any dispute between passenger and Company regardless of whether the incident giving rise to the dispute occurs aboard the vessel, ashore, or while passenger is enroute to or from the vessel by any mode of transportation including but not limited to tenders, buses, taxis, air carriers or private transportation.

For valuable consideration, the Company agrees to provide the transportation specified herein for the passenger or passengers named herein, subject to all the terms and conditions printed in this Passage Contract.

**Art. 1 - INTRODUCTION** This Passage Contract is valid only for the passenger or passengers named herein for the date and vessel indicated, or any substitute vessel, and is not transferable. All prior understandings and agreements heretofore entered into between the passenger and the Company whether written or oral are superseded by this Passage Contract, which alone fully and completely expresses the agreement between the passenger and the Company. No amendment of this Passage Contract shall be valid unless made in writing and signed by a duly authorized representative of the Company. The terms of this Passage Contract shall be separable and the invalidity of any provision shall not impair the validity of any other provision.

**Art. 2 - ACTS OF GOD, STRIKES, OR OTHER CONDITIONS BEYOND CONTROL.** Except as otherwise provided in Articles 7 and 8, the Company shall not be liable for delay or inability to perform this Passage Contract or any part thereof caused by or arising out of strikes, lockout or labor difficulties or shortages whether or not the Company is party thereto, or explosion, fire, collision, stranding or foundering of the vessel or breakdown or failure of or damage to the vessel or its hull or machinery or fittings howsoever and wheresoever any of the same may arise or be caused, or civil commotion, riot, insurrection, war, government restraint, requisitioning of the vessel, political disturbance, acts or threats of terrorism, inability to secure or failure of supplies including fuel, Acts of God, or other circumstances beyond the Company's control. In all such events, however, the provisions of Articles 7 and 8 as applicable shall prevail.

**Art. 3 - DEVIATION** For the purposes of assisting other vessels, protecting life, or as a result of adverse weather, perils of the sea, strikes ashore, war, and hostilities or the perceived threat thereof, the Master has full authority to deviate from the ordinary route in any direction, to delay or to terminate the voyage, or to put back or to put into any port, and to transfer the passenger and the passenger's baggage to any other vessel or to any other means of transportation, whether belonging to the Company or not, whether or not bound for port of destination, even though resulting in delay and the passenger shall have no claim against the Company in such circumstances.

**Art. 4 - WARRANTIES AND CONSEQUENTIAL DAMAGES** All warranties including warranties of fitness for use and merchantability are expressly excluded from this agreement. The Company shall not be responsible for consequential damages.

**Art. 5 - DOCUMENTS, HEALTH, CONDUCT AND SEARCH** (a) Passengers are responsible to comply with any government travel requirements and must have in their possession proof of citizenship, exit and entry visas and other necessary documentation required by either the United States or any foreign port visited. Passengers are advised to consult with their travel agents and the appropriate governmental agencies and embassies. The Company assumes no responsibility for advising passengers of immigration requirements and may refuse to embark passenger or may disembark passenger in the event passenger does not present required documentation. Company shall have no liability whatsoever in the event passenger is denied boarding or is disembarked for failure to present required travel documents. (b) The passenger represents and warrants that the passenger is fit to travel and that the passenger's conduct will not impair the safety of the vessel or inconvenience the other passengers or crew. The Company at its discretion and at any time may refuse to transport or may land any passenger at any port or place, or transfer the passenger to other means of transportation, because of conduct inconveniencing the other passengers or the crew. (c) At the time of booking, the passenger must inform the Company in writing of any existing physical or mental illness, disability or pregnancy which may affect the passenger's fitness for travel. To the extent permitted by law, the Company may refuse to embark any passenger or may land any passenger at any port or place if in the opinion of the Company the passenger is physically or mentally unfit to undertake or continue the cruise or if the passenger will enter the seventh month of pregnancy by the completion of the cruise. If the Company refuses to allow the passenger to travel for these reasons it will make a pro rata refund of the passage fare received based upon Article 7(4). Failure to report any such condition will release the Company and the ship's doctor and other medical personnel from any liability related to such condition or its treatment. By acceptance of this Passage Contract, the passenger hereby releases the Company from any and all liability for any injury or damage connected with the cruise which is related to a pre-existing illness or disability. The passenger acknowledges and agrees that the Company shall have no responsibility or obligation to provide any special services or medical equipment to passengers. (d) The passenger shall be liable to the Company and shall reimburse it for all loss, damage or delay sustained by the Company because of any act or omission of the passenger. (e) Every adult passenger traveling with any minor passenger(s), whether or not listed herein, shall be responsible for the conduct and behavior of the minor passenger(s). The adult passenger shall be liable to the Company and shall reimburse it for all loss, damage or delay sustained by the Company because of any act or omission of the passenger or minor passenger(s). (f) All minor passenger(s) (under age 18) must be accompanied by an adult, and if that adult is not a parent or legal guardian, written permission from the parent is required prior to embarkation. (g) The passenger agrees to abide by all the Company's rules and regulations and all orders and directions of the vessel's officers or medical staff, or any medical officer or government official purporting to represent any jurisdiction visited. (h) Doctors and/or nurses shall not be deemed the agents or servants of the Company, and the Company shall not be liable for the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which such doctors or nurses may furnish any passenger. The passenger may be charged for such professional services. Passenger acknowledges and understands that sea travel involves travel to places and ocean areas where the availability of medical and psychiatric care may be limited or delayed and where emergency evacuation may not be immediately available. (i) The passenger, in the interests of international security and safety at sea and in

the interests of the convenience of other passengers, agrees and hereby consents to a reasonable search being made of the passenger's person, baggage or other property, and to the removal and confiscation or destruction of any object which may, in the opinion of the Company, impair the safety of the vessel or inconvenience other passengers. (j) Expenses of any kind, including fines or penalties or duties or other charges incurred by the Company and attributable to the passenger's failure to comply with regulations of the vessel or any governmental authority shall be paid to the Company by the passenger on demand. (k) The passenger shall have no right to any refund and the Company shall have no obligation or liability of any kind to the passenger in respect of any action taken by the Company in good faith under this Article 5.

**Art. 6 - PAYMENT AND CHANGES IN PASSAGE FARE** The passage fare must be paid in full prior to embarkation. The Company may for any reason whatsoever change the passage fare and impose additional charges of any kind at any time not less than 30 days before the scheduled departure of the vessel. The passenger then has the option of accepting the changed fare and any additional charges and paying any difference before embarkation or terminating this Passage Contract without the passenger or the Company having any rights against the other, except the Company will refund to the passenger the amount it has received for the Passage Contract. Port and handling charges are not included in the passage fare and must also be paid in full prior to embarkation. Port charges include, but are not limited to governmental taxes and fees charged directly by various governmental and port authorities, as well as other fees, costs and expenses associated with the Company's operation of the vessel in and between ports of call.

**Art. 7 - DELAY, OMISSION OR CHANGE OF PORTS AT ANY TIME** The Company may for any reason whatsoever, with or without advance notice, substitute any other vessel for the named vessel, change the scheduled port of embarkation, omit or change any scheduled call at any intermediate port, omit or change the scheduled port of disembarkation, call at any port whether or not contemplated in the itinerary, as well as transfer the passenger and the passenger's baggage to any other vessel or conveyance, whether belonging to Company or not, back to the port of embarkation or to the originally scheduled port of disembarkation. The vessel's master may, in his sole discretion, proceed with or without pilots, assist other mariners or vessels, or make any other modification he in his sole discretion deems necessary or appropriate for the safety of the vessel or its passengers and crew. The passenger shall have no right to any refund and the Company shall have no obligation or liability in respect thereof to the passenger except as follows: (1) if the scheduled date or hour of sailing is delayed and accommodations are not available aboard the vessel, the Company may arrange, at no additional expense to the passenger, hotel accommodations for the passenger for the duration of the delay; (2) if the scheduled port of embarkation is changed, the Company will arrange, at no additional expense to the passenger, substitute means of transportation (by sea, air or land to be determined by the Company) from the original port of embarkation to the rescheduled port of embarkation, or if such substitute transportation is not available, the Company will refund to the passenger the amount it received for the sea portion of the Passage Contract; (3) if the scheduled port of disembarkation is changed, the Company will arrange at no additional expense to the passenger, substitute means of transportation (by sea, air or land to be determined by the Company) to the point of disembarkation from the nearest port at which the vessel calls, without right to any refund and without further liability of the Company from the time the passenger leaves the Company's vessel; (4) if for any reason the scheduled duration of the passage/cruise is shortened, the Company's sole liability in respect thereof is to make a pro rata refund to the passenger of the sea portion of the passage fare received by the Company based on the number of whole days the passage/cruise is reduced provided that the scheduled duration of the passage/cruise is shortened by more than 24 hours; (5) if for any reason the scheduled duration of the passage/cruise is lengthened, the Company shall have no liability in respect thereof to the passenger for the extended period and the passenger shall not be entitled to any payment or compensation therefore; and (6) should the vessel deviate from its course for any cause resulting from the passenger's negligence or due to a medical emergency involving the passenger, said passenger shall be liable for any related costs incurred and shall indemnify Company for any costs, penalties, or demands arising therefrom.

**Art. 8 - TERMINATION OF PASSAGE CONTRACT BEFORE SAILING AND SALE OR CHARTER OF THE VESSEL.** (a) The Company may for any reason whatsoever cancel any sailing or terminate the Passage Contract at any time before departure of the vessel when the Company's only liability will be to refund to the passenger the amount it has received for the Passage Contract.

(b) The passenger may for any reason whatsoever terminate the Passage Contract at the following times and on the following terms:

FOR SAILING PRIOR TO DEC. 10, 1999

Cruises of 20 days or less		Cruises of 21 days or more*	
Number of days before sailing	Cancellation Charge	Number of days before sailing	Cancellation Charge
written cancellation notice received		written cancellation notice received	
90 - 61 days	10% of full fare	120 - 91 days	10% of full fare
60 - 45 days	25% of full fare	90 - 75 days	25% of full fare
44 - 30 days	50% of full fare	74 - 61 days	50% of full fare
29 - 0 days	100% of full fare	60 - 0 days	100% of full fare
No show/No written notice	100% of full fare	No show/No written notice	100% of full fare

\*Except for millennium sailings which will have a different cancellation policy.

Cancellation notice must be in writing and sent to: Refund Department, Cunard Line Limited, P.O. Box 025251, Miami, FL 33126-5251.

(c) The Company may at any time and for any reason sell or charter the vessel to any third party and in such event the Company shall have the right to cancel, advance or postpone any scheduled sailing and shall not be liable for any loss whatsoever to passengers by reason of such cancellation, advancement or postponement, except as otherwise provided herein. If cancellation is made at any time prior to departure of the vessel, the Company's only liability will be to refund to the passenger the amount it has received for the Passage Contract.

**Art. 9 - NON-USE OR PART USE OF PASSAGE CONTRACT** If for any reason, the Passage Contract is not used by the passenger for the passage/cruise on the date and vessel indicated or any substitute vessel, or the Passage Contract is used for only part of the stipulated passage/cruise, there shall be no right to any refund and the Company shall have no obligation or liability for such non-use to the passenger.

Visit us at our web site at [www.cunard.com](http://www.cunard.com)

Subject to change without notice.

## CUNARD LINE PASSAGE CONTRACT (continued)

Art. 10 – TRAVEL AGENTS Where the passenger books the passage/cruise through a travel agent, tour operator or other intermediary (called the Agent for the purposes of these Articles) the Agent shall be deemed the agent of the passenger and the person to whom refunds may be paid. At no time shall the Agent act as or be deemed to be the Company's agent and the Company shall have no liability for the acts or omissions in connection with or arising out of the arrangements with the Agent. This Passage Contract shall not be considered paid until and unless the payment tendered, be it by the passenger or the Agent, shall have been collected by the Company and the passenger remains liable for payment of the passage fare to the Company notwithstanding payment by the passenger to the Agent.

Art. 11 – INDEPENDENT CONTRACTORS, OCCURRENCES NOT ABOARD THE VESSEL, TOURS, ETC. The passenger shall pay the charges for all on board services and shore excursions at the rates prevailing on board at the time of sailing. Payment shall be made on demand and prior to disembarkation. The passenger shall have no right to any refund and the Company shall have no obligation or liability of any kind to the passenger for acts or omissions in connection with or arising out of arrangements with independent contractors since they are not agents or employees of the Company. The passenger agrees that the Company shall have no liability of any nature for physical injury or emotional distress or injury, death or damage to person or property as a result of any act, omission or negligence of any of these contractors or any other person providing to the passenger any of the off-ship services relating to the passage/cruise and the passenger hereby releases and discharges the Company from any liability for any such physical injury or emotional distress or injury, death or damage to property. Arrangements with independent contractors include but are not limited to the following: (1) services or products available for the passenger's convenience on board the vessel and furnished by doctor(s), dentist(s), nurse(s), barber(s), hairdresser(s), manicurist(s), masseur(s), photographer(s), entertainer(s), instructor(s), shopkeeper(s) and others; (2) services, products or transportation elsewhere than aboard a vessel owned or operated by the Company which are furnished by others in connection with excursions, shore trips, hotels, tender service, transshipments, transportation by others whether by vessel or by air, rail, land, or by other means, or connections between its vessels and other carriers; (3) other services, products or transportation provided elsewhere than aboard a Company vessel in connection with tours whether arranged or organized by tour operators, travel agents or the Company. Tours including hotels and transportation by vessel not owned or operated by the Company or by air, rail or land are not under the operation and control of the Company, and the Company makes no representations of any kind as to them.

Art. 12 – GENERAL REQUIREMENTS (a) Liability, if any, for loss or damage to baggage occurring elsewhere than on board the vessel in connection with air, car, motorcoach, ground transfers, porters, stevedores and/or hotels, shall rest solely with the person or entity providing such services and the passenger agrees that the Company does not guarantee the performance of such services and shall not be liable in any respect or capacity for any such loss or damage. (b) The passenger must not carry as baggage, or bring on board, weapons, explosives or inflammables or other dangerous or harmful articles of any kind. (c) Animals of any kind cannot be brought aboard without the prior written permission of the Company. No animals are permitted in the staterooms or other public spaces aboard the vessel and all animals must be kept in the kennels provided by the Company. An exception to these regulations are seeing eye and handicapped assistance dogs, provided (1) the Company is given advance notice that said animal will be carried aboard, (2) the passenger assumes all responsibility for said animal's food and hygiene, and (3) the passenger agrees to indemnify Cunard should the assistance dog cause injury to any other passenger or crew. (d) No passenger may drink any alcoholic beverage aboard the vessel unless the servants or agents of the Company have served or provided that beverage to the passenger. Any intoxicating liquors or beverages brought aboard the vessel by the passenger shall be placed in bond and will be returned to the passenger upon arrival at the port of disembarkation. (e) All baggage must be securely packed and distinctly labeled with the passenger's full name, vessel, date of sailing and the destination, and if the passenger fails to do so, the Company shall not be liable for loss, damage or delay in delivery of the baggage. The Company shall not be liable for baggage not claimed upon arrival of the vessel.

Art. 13 – LIABILITY LIMITATIONS (A) FOR LOSS OF LIFE OR INJURY (i) For all cruises in which the vessel does not touch a port of the United States of America, the liability of the Company for the death or personal injury (including emotional distress or injury) to a passenger shall in no event exceed the monetary limitations set forth in Article 7 of the International Convention relating to the Carriage of Passengers and their baggage by sea adopted at Athens on the 13th day of December 1974 and the protocol thereto adopted as of November 19, 1976 (hereinafter called "the Athens Convention") as ratified by the United Kingdom. (ii) For all cruises which include a port of the United States the liability of the Company for death or personal injury (including emotional distress or injury) to a passenger shall in no event exceed the limitations of liability and exemptions set forth in 46 U.S.C. Sections 181-186, 188. (B) FOR LOSS OF OR DAMAGE TO BAGGAGE, VALUABLES, ETC. It is agreed that the Company's liability for loss of or damage to baggage, valuables and personal belongings together with all other property of the passenger, including stateroom baggage, shall not exceed the amount of \$100 in U.S. currency for each passenger unless at least three weeks prior to embarkation the passenger declares in writing a higher value (in which event that higher value so declared shall be the limit of the Company's liability) and the passenger pays to the Company the full cost of insurance for such declared value. In addition, if the value has been misrepresented by the passenger the Company's liability shall not exceed \$100. It is further agreed that the Company shall have no liability for any cash carried on the vessel by the passenger. This Article applies to baggage, valuables, personal belongings, including stateroom baggage, and all other property of the passenger placed or intended to be placed aboard the vessel as to which the Company may become liable either before, during or after the intended passage/cruise. It is further agreed that the Company shall have no liability whatsoever for any cash, negotiable securities, documents, jewelry, computers, electronic equipment, cameras, video cameras, tools of trade or product samples, whether kept in the cabin, in the passenger's baggage, in the ship's safe or security boxes or otherwise. Under no circumstances will the Company be responsible for loss or damage to any item placed in security boxes unless the identity of the valuables and their value have been declared in writing by the passenger. In no case will the Company's total liability to any passenger for lost or stolen items exceed \$100. This article applies to baggage, valuables, personal belongings, including stateroom baggage and all other property of the passenger placed or intended to be placed aboard the vessel as to which Company may become liable either before, during or after the intended passage/cruise.

Art. 14 – TIME LIMITS FOR CLAIMS/LAWSUITS THE COMPANY SHALL NOT BE LIABLE FOR ANY PHYSICAL OR EMOTIONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS IS DELIVERED TO THE COMPANY OR ITS DULY AUTHORIZED AGENT WITHIN 185 DAYS AFTER THE DATE OF INJURY, ILLNESS OR DEATH. NO SUIT SHALL BE MAINTAINABLE IN ANY EVENT UNLESS FILED WITHIN ONE YEAR AFTER THE DATE OF INJURY, ILLNESS OR DEATH, AND UNLESS SERVED UPON THE COMPANY WITHIN 120 DAYS AFTER FILING.

THE CARRIER SHALL NOT BE LIABLE FOR ANY CLAIMS WHATSOEVER, OTHER THAN FOR PHYSICAL OR EMOTIONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR BREACH OF CONTRACT, UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS IS DELIVERED TO THE COMPANY OR ITS DULY AUTHORIZED AGENT WITHIN SEVEN (7) DAYS AFTER THE PASSENGER SHALL BE LANDED FROM THE VESSEL OR IN THE CASE THE CRUISE IS ABANDONED WITHIN SEVEN (7) DAYS THEREAFTER. NO SUIT WHATSOEVER OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH INCLUDING BUT NOT LIMITED TO CLAIMS FOR BREACH OF CONTRACT SHALL BE MAINTAINABLE IN ANY EVENT UNLESS FILED WITHIN SIX (6) MONTHS AFTER THE PASSENGER SHALL BE LANDED FROM THE VESSEL OR IN CASE THE CRUISE IS ABANDONED, WITHIN SIX (6) MONTHS THEREAFTER AND UNLESS SERVED UPON THE COMPANY WITHIN 120 DAYS AFTER FILING.

ALL NOTICES REQUIRED HEREUNDER SHALL BE GIVEN TO COMPANY AT:

CUNARD LINE LIMITED  
SUITE 400  
6100 BLUE LAGOON DRIVE  
MIAMI, FL 33126

Art. 15 – SUITS OR LITIGATION OF ANY KIND AND VENUE (A) THIS PASSAGE CONTRACT APPLIES TO CLAIMS, SUITS AND LITIGATION OF ANY KIND WHETHER AGAINST THE COMPANY "IN PERSONAM" OR THE VESSEL "IN REM", OR OTHERWISE. (B) FOR ALL CRUISES WHICH INCLUDE A PORT OF THE UNITED STATES IT IS AGREED BY AND BETWEEN THE PASSENGER(S) AND THE COMPANY THAT ANY AND ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THIS PASSAGE CONTRACT SHALL BE LITIGATED, IF AT ALL, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA OR IF SUCH COURT IS WITHOUT JURISDICTION OF ANY SUCH DISPUTE THEN IN AND BEFORE ANY OTHER COURT OF COMPETENT JURISDICTION LOCATED IN THE COUNTY OF DADE, STATE OF FLORIDA, U.S.A. TO THE EXCLUSION OF THE COURTS OF ANY OTHER COUNTY, CITY, STATE OR COUNTRY. (C) FOR ALL CRUISES WHICH DO NOT INCLUDE A PORT OF THE UNITED STATES IT IS AGREED BY AND BETWEEN THE PASSENGER(S) AND THE COMPANY THAT ANY AND ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THIS PASSAGE CONTRACT SHALL BE LITIGATED, IF AT ALL, IN ANY COURT OF COMPETENT JURISDICTION IN LONDON, ENGLAND TO THE EXCLUSION OF THE COURTS OF ANY OTHER CITY, STATE, OR COUNTRY. (D) FOR ALL CRUISES WHICH INCLUDE A PORT IN THE UNITED STATES, IT IS FURTHER AGREED BY AND BETWEEN THE PASSENGER AND THE COMPANY THAT ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, IN CONNECTION WITH OR INCIDENT TO THIS CONTRACT SHALL BE LITIGATED, IF AT ALL, IN A UNITED STATES FEDERAL COURT WITH JURISDICTION BASED ON THE FEDERAL COURT'S ADMIRALTY AND MARITIME JURISDICTION UNDER 28 U.S.C. SECTION 1333. REGARDLESS OF WHETHER OR NOT PASSENGER'S VOYAGE DEPARTS FROM, RETURNS TO OR MAKES ANY PORT CALL AT A UNITED STATES PORT, PASSENGER HEREBY WAIVES ANY RIGHT TO ARREST OR OTHERWISE DETAIN THE VESSEL IN ANY JURISDICTION.

Art. 16 – LIMITATION ON CERTAIN DAMAGES The Company hereby disclaims all liability to the passenger for damages for emotional distress, mental anguish or psychological injury of any kind under any circumstances, when such damages were neither the result of a physical injury to the passenger, nor were the result of that passenger having been at actual risk of a physical injury, nor were intentionally inflicted by the Company.

Art. 17 – REPRESENTATIVE ACTIONS Without waiving other remedies available to passenger at law or in equity that are consistent with the terms of this Contract, passenger and Company specifically agree that it is their mutual intent that passenger shall in no event file suit as a representative plaintiff, join as a member, or otherwise participate in any class action or other representative lawsuit against Company.

Art. 18 – EMPLOYEES/INDEPENDENT CONTRACTORS The passenger agreed that all rights, exemptions from liability, defenses and immunities of whatever kind referred to in this Passage Contract which may be invoked by the Company shall automatically inure for the benefit of the owner (where applicable), the master, officers, crew members, contractors, charterers, builders, designers, repairers, stevedores, longshoremen, representatives, agents or servants employed by the Company, except where 46 U.S.C. Section 187 of the United States shall apply.

Art. 19 – LIMITATION ON VICARIOUS LIABILITY In consideration for the fare paid, it is agreed that Company shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by Company nor for any intentional or negligent acts of Company's employees committed while off duty or outside the course and scope of their employment.

Art. 20 – SHORESIDE MEDICAL SERVICES Any charges incurred by passenger for medical reasons, including, but not limited to, physicians, surgeons, hospitals, medications, diagnostic facilities, air ambulance, evacuation or ground ambulance, shall be the sole responsibility of the passenger. The passenger hereby agrees to reimburse and indemnify the Company for any funds advanced on account of any such charges.

Art. 21 – PASSENGER SAFETY Company's vessels visit numerous ports in a number of countries. Company reserves the right to alter or cancel itineraries with or without notice for any reason, including but not limited to in the interests of security and safety. However, passengers must assume responsibility for their own safety and Company cannot guarantee passenger's safety while on or off the vessel. The United States Department of State and other governmental and tourist organizations regularly issue advisories and warnings to travelers and Company strongly recommends passengers obtain and consider such information when making travel decisions. Company assumes no responsibility for gathering said information.

CUNARD LINE LIMITED  
8/99