

## TICKET CONTRACT TERM AND CONDITIONS

This document is a **contract**. All of its provisions are important. Please pay particular attention to the limitations on the Carrier's liability for baggage, personal injury and death (Sections 13 and 14); Your time limitations to give notice of claims, file and serve suit (Section 15); the Carrier's indemnity and lien rights (Section 16); and non-liability for medical treatment (Section 12).

Upon payment of the Total Charges and enrollment, where necessary, of the Participants in the Academic Program, the Carrier accepts the person(s) named as Passenger(s) for the voyage, all as described on the front of and subject always to the terms of this Ticket Contract. The person purchasing or accepting this Ticket Contract agrees and represents that he or she is authorized by or on behalf of all Passengers (including any minor or other person in his or her care) named on the front of this Ticket Contract, to accept and agree to all of the following terms. The Passengers, by accepting and/or using this Ticket Contract agree that all of the following terms shall be binding on each of them with the same force and effect as if each of them had signed this Ticket Contract. No unaccompanied minors will be accepted on board the Ship, except with express consent of the Carrier.

The term "**Academic Program**" refers to any educational program conducted on board the Ship by any educational organization or other entity, including any charterer.

The term "**Carrier**" includes any entities and/or the Ship named on the front of this Ticket Contract (or any substituted ship), its owners, operators, managers, charterers, agents, any and all affiliated or related companies and all launches of any craft of any type belonging to such ship or owned or operated by her owners, operators, managers or charterers and all employees of such individuals and companies.

The term "**Minor**" refers to any persons under the age of 18.

The term, "**Passage Fare**" refers to that portion of the amount paid by You to Your travel agent or the Carrier for Your passage aboard the Ship named on the front of this Ticket Contract (or any substituted ship). Passage Fare **excludes** any amounts paid for Tuition, Practica, and/or Field Programs not included in the Tuition, text books, travel to and from ports of embarkation and final debarkation, visas, damage deposit, port charges, shore excursions, tours, land, air or local water transportation or shoreside accommodations and meals, as to the sale of which the Carrier only acts as an **agent** for others who provide such services as independent contractors.

The terms "**Practica**" and/or "**Field Programs**" refer to the three types of field activities: Standard Practica, Faculty Directed Practica and Independent Field Practica, which are not included in the Tuition or Total Charges.

The term "**Semester at Sea**" refers to the semester programs sponsored by the **Institute for Shipboard Education, Inc.** ("**ISE**"), a non-profit Delaware Corporation, which shall be deemed to have all the rights and benefits of the "**Carrier**" as defined herein under this Ticket Contract or otherwise by law, international convention or treaty, and the term "**Carrier**" as used herein shall be deemed, where appropriate, to include Semester at Sea and the Institute for Shipboard Education.

The term "**Reunion Voyage**" refers to shipboard programs other than Semester at Sea sponsored by the **Institute for Shipboard Education**.

The term "**Enrichment Voyage**" refers to shipboard programs other than Semester at Sea sponsored by the **Institute for Shipboard Education**.

The term "**Ship**" or "**Vessel**" includes the ship named in this Ticket or any ship substituted for the ship named in this Ticket, and its tenders or any other means of conveyance controlled by the Carrier.

The term "**Ticket Contract**" refers to this Passage Ticket Contract between You (as well as any other person using this ticket) and the Carrier. ISE delivers the Ticket Contract to you at the request of the Carrier.

The term "**Total Charges**" refers to all charges shown on the front side of this Ticket Contract.

The term "**Tuition**" refers to any amounts paid to any educational organization conducting the Academic Program during the voyage in respect of a Participant's enrollment in such program. Tuition does not include any amounts paid for Practica and/or Field Programs not expressly included in the Tuition. In collecting the Tuition, the Ship, her owners, operators, managers and charterers are acting only as an agent for such educational organization which shall remain solely responsible for the content and the conduct of the Academic Program.

The terms "**You**," "**Your**," "**Passenger**" and "**Participant**" all refer to the persons purchasing or accepting this Ticket Contract, or anyone who uses it to board the Ship or otherwise.

## TERMS OF YOUR TICKET CONTRACT

### 1. YOUR OBLIGATIONS BEFORE BOARDING AND YOUR WARRANTIES TO THE CARRIER.

Among other things, before You board the Ship, You must:

(a) Pay the applicable Total Charges, Tuition and other associated charges for the Academic Program, visa charges, port charges, and damage deposit (for the voyage described on the front of this Ticket Contract) and any surcharges due to increased fuel costs, port charges and other costs as described in Section 2 of this Ticket Contract;

(b) Obtain a valid passport, Alien Registration Receipt form or other re-entry permits, if necessary, all required visas, medical cards showing all mandatory inoculations, and all other documents necessary for scheduled ports of call and disembarkation in the countries and states to which You will travel;

(c) Mark each piece of baggage with Your full name and address, name of the Ship, cabin number and final destination;

(d) Label clothing, cameras, tape decks, computers and all other personal items with Your name and address with indelible ink.

(f) Be sure that You and any minor or other person in Your care or for whom You have procured this Ticket Contract are fit in all respects to undertake the voyage. In boarding the Ship You expressly warrant such fitness to the Carrier. Your attention is further invited to Subsection 4(a) of this Ticket Contract requiring that prior to being accepted for passage, you must submit Your Report of Medical History on the Carrier's form and attach the requisite verification as to Your fitness to undertake the voyage from your personal physician.

If any question arises as to Your fitness to undertake the voyage, the Carrier may require that You undergo a medical examination at Your expense by a physician designated by the Carrier

(g) Arrive at least eight hours before scheduled sailing time and have with You all necessary documents for the voyage, including, but not limited to passport, visas and medical documentation. If You are a voyage faculty or staff member, You agree to report for an orientation period with other members of the faculty and/or staff prior to embarkation for the voyage for which You are engaged, but in no case shall You be requested to report more than five days before embarkation on the Ship.

## 2. CARRIER'S RIGHT TO FARE INCREASES AND TO SURCHARGES FOR ADDITIONAL COSTS.

At any time before the sailing date, the Carrier may increase the Passage Fare or impose a surcharge to meet costs arising from any shortage of fuel, increase in the cost of fuel, port charges or any other cost increase beyond the reasonable control of the Carrier. **If You do not exercise Your right to cancel as set forth in Subsection 3(e) of this Ticket Contract, You agree to pay any such Passage Fare increase or surcharge before boarding the Ship.**

The Passage Fare covers only the sea passage portion and food and accommodations while on board the Ship. It does not include Tuition, Practica and/or Field Programs, text books, travel to and from ports of embarkation and final debarkation, visas, the damage deposit, port charges, tobacco, alcoholic or special beverages (bottled or tap), miscellaneous extras and optional personal services provided by independent contractors available on board the Ship for Your purchase. Unpaid amounts for such additional charges must be made in U.S. dollars prior to disembarkation. Taxes, port charges and loading expenses, stamps, health fees and any other charges imposed by governmental authorities in a port shall be borne by the Passenger and the Carrier shall be entitled to be reimbursed for any such charges.

## 3. YOUR OBLIGATIONS IF YOU CANCEL YOUR PASSAGE OR ARE DISMISSED FROM THE ACADEMIC PROGRAM; CARRIER'S RIGHT TO SUBSTITUTE SHIPS, CHANGE THE SAILING DATE OR CANCEL THE VOYAGE; YOUR RIGHT TO A REFUND.

The Passage Fare and Tuition for the voyage shown on the front of this Ticket Contract shall be fully earned by the Carrier upon the sailing of the Ship, and no portion shall be refunded except as otherwise provided in this Section 3. If You purchased Your Ticket Contract from the Institute for Shipboard Education, any refund to which You may be entitled under this Section 3 shall be made by means of a refund voucher which You must present at the office shown on the front of this Ticket Contract. If you purchased your Ticket Contract from a travel agent, the refund will be made by the Carrier against the presentation of the refund voucher by such agent. Some agents may, at their discretion, withhold an agency cancellation fee.

(a) **Cancellation or transfer by Participant prior to sailing.**

(i) **Semester at Sea Program:**

All cancellations or transfers by a Participant in the Semester at Sea Program must be in writing delivered to the Institute for Shipboard Education at the address shown on the front of this Ticket Contract.

**Prior to departure** refund of all payments, with the exception of the application fee, will be made for written cancellations or transfers received no later than the 90-day payment due date before the scheduled sailing date. Cancellations received after the 90-day payment due date before the scheduled sailing date will be assessed the following charges by Carrier, regardless of a name change or cabin resale:

90 to 60 days before the scheduled sailing date: \$1000 deposit

60 to 31 days before the scheduled sailing date: 25% of Total Charges

30 to 8 days before the scheduled sailing date: 50% of Total Charges

Cancellations within 8 days of the scheduled sailing date or non-appearance on the scheduled day of departure: 100% of Total Charges

Refunds greater than those set forth above may be allowed by Carrier only in the event of a medical or other emergency which absolutely precludes the passenger's embarkation on the voyage or, for financial aid applicants, only if the financial aid applicant's participation is rendered impossible due to financial restraints. Such causes shall be documented to the reasonable satisfaction of the Carrier, which will make its decision in its sole discretion. All such cancellations will be subject to at least a \$100 administrative charge.

**After departure** no refund will be made to a Passenger who voluntarily withdraws from the program or who must withdraw from the program due to any violation of the Code of Conduct Agreement. No refund of any kind will be made if the Participant must interrupt the semester due to the reoccurrence of a medical or psychological illness that had been diagnosed, or of which Participant was aware, prior to sailing.

If a Passenger leaves the program for documented medical or psychological reasons arising after embarkation during the first 25 days of the semester, the Passenger may be entitled to a pro rata refund of the Passage Fare and Tuition, but not of any other amounts. No refund at all of any amounts will be made after the first 25 days of the semester, except as may otherwise be stated in this Ticket Contract. Refunds for documented family emergencies which require the Participant to leave the program are not guaranteed and will be dealt with by the Carrier on an individual basis in the sole discretion of the Carrier.

(ii) **Enrichment Voyage Programs:**

For **Enrichment Voyage** Passengers there will be no refunds for cancellation at any time. Any other references to refunds shall be deemed to apply to Semester at Sea Participants only. It is recommended that Participants in the Enrichment Voyage program purchase available interruption insurance if desired.

(iii) **Reunion Voyage Programs:**

For **Reunion Voyage** Passengers there will be no refunds for cancellation at any time. Any other references to refunds shall be deemed to apply to Semester at Sea Participants only. It is recommended that Participants in the Reunion Voyage program purchase available interruption insurance if desired.

(b) **Automatic dismissal and voyage termination.**

The following behavior on Ship or in port may at the sole discretion of the Carrier, result in program dismissal without prior notice or warning and without credit or refund:

(i) The use, distribution or possession of drugs, including marijuana. Any quantity is prohibited, and no further warnings are considered necessary. Only prescription drugs with a valid prescription will be allowed and then only for use by the individual for whom it is prescribed.

(ii) The use or possession of any firearms, ammunition, explosives, fireworks and other weapons, including, but not limited to, pistols, rifles, shotguns, handguns, BB guns, paint guns, knives, spears and dangerous chemicals or substances or other contraband;

(iii) Assault, including sexual assault; and

(iv) The theft or damage of personal property of another individual or company, Ship's property or Institute of Shipboard Education equipment.

(c) **Exaggerated or repeated unacceptable behavior of Participant resulting in dismissal and voyage termination.**

The above list may not be inclusive, and other behavior may also, at the sole discretion of the Shipboard Administration and the Master of the Ship, also result in program dismissal without credit or refund.

In addition, you agree that you shall be responsible to reimburse the Carrier for all cancellation fees, penalties or other charges imposed by the providers of any unused shore excursions, tours, land, air or local water transportation or shoreside accommodations and meals purchased by you through the Carrier, and that the Carrier shall not be responsible for your expenses, safety or arrangements shoreside or in connection with your repatriation following your dismissal from the Ship.

You and the Carrier agree in advance that, except as provided in Subsections 3 (d) and (e) of this Ticket Contract, the above cancellation charges are the only cancellation charges for which you are responsible and which the Carrier may recover from you. These agreed cancellation fees are acknowledged as reasonable and are liquidated damages owed to the carrier if you cancel or leave the program.

(d) **Cancellation, delay, change or substitution of ships or Academic Program.**

The date or time of sailing, or the Academic Program may at any time be canceled or changed without notice. The Carrier may also substitute ships without notice. You will have no claim against the Carrier by reason of any cancellation, change, substitution of ships, delay of sailing or in arrival or changing of Academic Program or hotel or board bills, traveling expenses or other loss, delay, inconvenience, disappointment or expense whatsoever. The Carrier, moreover, will issue a refund voucher for any unused portion of the Total Charges paid or of any Practica and/or Field Programs, shore excursions, tours, land, air or local water transportation or shoreside accommodations and meals purchased through the Carrier, but if and only if, you do not subsequently sail on the delayed Ship or any substituted ship of the Carrier, or if no other refund shall be determined, by multiplying the Total Charges paid by You by the total number of full days remaining on the voyage schedule applicable to You and dividing the product by the total number of originally scheduled voyage days for You.

(e) **Fare increases or surcharges by The Carrier**

The Carrier must give you at least 15 days notice of any surcharge in excess of \$250 per Participant or any Passage Fare increase. In such event, you may cancel this Ticket Contract without any cancellation charge if you do so in writing to the Institute for Shipboard Education within 7 days of your receipt of the Carrier's notice of such surcharge or increase.

(f) **No refunds for any changes to the Academic Program conducted during the voyage.**

There shall be no right to a refund of any amount in the event of change in content, length or any other aspect of the Academic Program conducted during the voyage, caused by but not limited to breakdown or failure of the Ship and/or equipment on board the Ship.

**4. YOUR RESPONSIBILITY TO INFORM CARRIER OF DISABILITIES.**

**(a) Written notice of your disabilities to Semester at Sea.**

You warrant that You are physically and mentally fit to participate in this voyage. You must, at the time of submitting Your deposit, submit to ISE a report of Medical History on the ISE form, which will inform ISE and the Ship's physician of any existing physical or mental illness or disability, pregnancy, or orthopedic appliances or any other condition for which you or any other person in your care may require medical attention during the course of the voyage. A verification by your personal physician setting forth the nature of your medical condition, the kind of medication and the scheduled dosage must be attached to such form. If any such condition arises after you have submitted your deposit, you must report the condition to ISE before you board the Ship, or, if you have boarded, to the Ship's purser or physician before the Ship leaves port. In addition, all your medication must be properly labeled.

Neither ISE nor the Carrier shall in any event have any liability arising from or related to such condition or treatment for such condition. Please note that the Carrier is unable to accommodate women past the sixth month of pregnancy.

**(b) Carrier's right to have Participant undergo a medical or psychological examination at Participant's expense.**

If any question arises as to your mental or physical fitness to undertake or continue the voyage, the Carrier may require that you undergo a medical and/or psychological examination at your expense by a physician or mental health professional designated by the Carrier.

**(c) Carrier's right to refuse passage or to disembark Participants for medical or other reasons.**

The Carrier reserves the right to refuse passage or disembark at any safe port any Participant who fails to give written notice to ISE at the time the voyage deposit is made or after the Ticket Contract is issued, as required in Paragraph 4(a), of any physical or mental disability, illness, handicap or pregnancy which may require special care, attention or medical treatment during the voyage.

Regardless of whether notice, written or otherwise, is given to the Carrier, the Carrier also reserves the right in its sole discretion to refuse passage, or to disembark at any safe port, any person who in the sole opinion of the Carrier, upon consultation with the Ship's physician or mental health professional, is physically or mentally or by virtue of such person's deportment (actual or apparent) unfit to undertake the voyage. If the Carrier so refuses passage, or disembarks the Participant, unearned Passage Fare and unused Total Charges, if any, but not Tuition will be refunded, in accordance with the method set forth in Subsection 3(d) of this Ticket Contract, and upon such refund the Carrier shall not have any further liability to the Participant.

**(d) The Carrier has no obligation to examine any Passenger before boarding the Ship.**

Notwithstanding the provisions of Paragraphs 4(a), (b) and (c) of this Ticket Contract, the Carrier and the Ship's physician and other medical personnel, if any, shall not have any obligation whatsoever to examine any Passenger for any purpose prior to boarding.

**5. CARRIER'S RIGHT TO ENFORCE RULES AND REGULATIONS.**

Passengers must abide by and the Carrier shall have the right to enforce all rules and regulations issued by the Carrier or any organization conducting the Academic Program aboard the Ship in which the Participant is enrolled.

Cabin inspections will be made periodically at the discretion of the Carrier and/or its representatives to ensure that health, safety and behavior regulations are complied with.

**6. CARRIER'S RIGHT TO ALLOCATE ACCOMMODATIONS.**

Any Passenger who does not engage definite accommodations (cabin or berth) when purchasing the Ticket Contract may be assigned to any accommodations selected by the Carrier. Accommodations assigned must be paid for at the regular rate for those accommodations. If the rate is more than the Passage Fare paid, the Passenger must pay the difference prior to sailing. If the rate is less, the Carrier shall issue a refund voucher for any unused Passage Fare. The Carrier's right under Section 6, to require payment of any difference prior to sailing shall not be construed as a fare increase or surcharge under Section 3(e) of this Ticket Contract.

The Passenger is not entitled to the use of an entire cabin unless all berths therein are bought and paid for by the Passenger. Unoccupied berths may be filled by the Carrier at intermediate ports unless the Passage Fare for the entire cabin has been paid. If, in the opinion of the Ship's Master, the Carrier or its agents, the arrangement of booked accommodations has to be altered, the Carrier shall have the right to allocate other accommodations to Passengers. The Passage Fare and the standard of accommodations will, if possible, be substantially the same. If the Carrier is unable to offer such alternative accommodations, the Carrier may terminate this Ticket Contract and refund any unused Passage Fare in accordance with the procedure set forth in Subsection 3(d) of this Ticket Contract, and the Passenger shall have no other claim against the Carrier.

If during the course of the voyage, subject always to Semester at Sea's approval, You change Your accommodations, You must pay the difference in Passage Fare if those accommodations are at a higher rate. Conversely, the Carrier will issue You a refund voucher if the rate of the accommodations is less than the Passage Fare.

**7. UNAUTHORIZED STOPOVER OR DISEMBARKATION IS PROHIBITED.**

Stopover or disembarkation not identified in the Ticket Contract or approved in advance in writing by ISE is not allowed. Unauthorized stopover or disembarkation shall be at the sole risk and expense of the Passenger for which the Carrier shall not be liable or responsible in any way. In each port of call other than the original port of embarkation, You must board the Ship at least two hours before sailing. Failure timely to make any sailing of the Ship at any port may result in dismissal from the Academic Program. In addition, You will be responsible for all expenses incurred on Your behalf in Your rejoining the Ship.

8. **NO PETS AND ANIMALS, HAZARDOUS ARTICLES, CHEMICALS OR SUBSTANCES, OR IMPROPERLY PRESERVED BIOLOGICAL SPECIMENS ALLOWED.**

Pets and other animals, hazardous chemicals or substances, including but not limited to oxygen and combustible substances, dangerous articles such as firearms, explosives and improperly preserved biological specimens, are not allowed on board the Ship.

9. **YOUR RESPONSIBILITY TO COMPLY WITH LAW AND RULES AND REGULATIONS.**

It is Your sole risk and responsibility to:

(i) Obtain passports, re-entry permits, visas, inoculations, health certificates and any other required travel documents.

(ii) Comply with the requirements of all immigration, port or health authorities, treaties, customs, police, public health and all other laws and regulations of each country or state from or to which you will travel before boarding, while on board, and after leaving the Ship; so as to immediately land at any port and be accepted finally and without delay by the state(s), country(ies) in question. The Carrier shall not be liable in any way to insure Your compliance with any of these or other requirements or for the consequences of Your failure to comply. You must repay the Carrier for any damages, expenses or fines the Carrier may incur as a result of any lack of Your compliance; and

(iii) Comply with the rules and regulations, including but not limited to the Institute for Shipboard Education's alcohol policy, its Code of Conduct Agreement, and its Voyager Handbook. If there are any inconsistencies in the terms and conditions of the Code of Conduct Agreement and the terms and conditions of this Ticket Contract, the terms and conditions of the Code of Conduct Agreement supersede those of the Ticket Contract.

10. **FORCE MAJEURE INTERRUPTION OF VOYAGE AND/OR ACADEMIC PROGRAM.**

If, after sailing, the Ship's voyage or the Academic Program is unduly delayed or prevented from proceeding in the ordinary course by: Act of God, perils of the sea, harbors, rivers, or other navigable waters, act of any government or ruling authority, epidemic, collision, stranding, fire, faults or errors in navigation or management of this, or any other ship, seizure of the Ship under legal process, any abrupt or unexpected increase in the cost of fuel or shortage of fuel, war, hostilities, riots, strikes or labor stoppages, and/or other cause or circumstance beyond the Carrier's responsibility and control, the Carrier shall have the right to terminate the Ship's voyage, at its option, either refund the unearned Passage Fare, calculated in accordance with Subsection 3(d) of this Ticket Contract, or transfer the Passenger and accompanying baggage to another ship or carrier for carriage to the port of destination.

Upon refund or change of ship or carrier, the Passenger shall have no other claim against the Carrier.

There shall be no claim on the Carrier for refund of any Tuition portion, unless such is provided for in the rules and regulations of the Academic Program.

In the event of transshipment, should the refundable portion of the Passage Fare be less than the cost of transshipment, the difference shall be borne by the Passenger. If the refundable portion of the Passage Fare is more than the cost of transshipment, a refund voucher for the difference shall be issued to the Passenger.

The Carrier may confine to cabin, change the accommodations or disembark at any port, a Passenger who may be suffering from contagious or infectious disease, or whose presence, in the opinion of the Ship's Master, Semester at Sea or any other person in charge of the Academic Program, may be detrimental to the comfort or safety of such Passenger or of other Passengers or the crew, or who might be excluded from landing at destination by governmental authorities. In case of quarantine of the Ship involving detention of Passengers, each Passenger must bear all costs and expenses thereby caused to him or her and will be charged for food and accommodation during the period of detention, payable day by day, if maintained on board the Ship, and for all other quarantine fees and expenses imposed or incurred on his or her account.

11. **CARRIER'S RIGHT TO DEVIATE FROM ROUTE.**

The Master shall have the liberty to deviate from the advertised route and to call or omit to call at any port or place for any reason or purpose which in his judgment is reasonable under the circumstances then existing and to comply with all orders given by governmental authorities, the Ship's underwriters or the Carrier. The Passenger shall have no claim whatsoever against the Carrier in such circumstances.

In all situations, the Ship shall have the liberty to proceed without pilots, to tow and assist vessels and to offer or render assistance to preserve life or property.

12. **NON-LIABILITY FOR MEDICAL TREATMENT.**

(a) Doctors and/or nurses are on board the Ship for the treatment of crew members, and may, for Your convenience in an emergency or at Your request give medical assistance to You. The Carrier and/or the Institute for Shipboard Education does not undertake to treat or care for You medically, and the doctors and nurses, even if designated officers of the Ship, are not agents for or employees of the Carrier or the Institute for Shipboard Education, but rather are independent contractors. The Carrier and the Institute for Shipboard Education shall not be liable for any aspect of medical treatment provided to You, including, but not limited to the consequences of any examination, advice, diagnosis, medication, treatment program, prognosis or other professional services which such doctors or nurses may furnish You.

(b) You hereby consent to treatment by the Ship's doctor or nurses, or by a physician designated by the Carrier, if, subsequent to embarkation, You are unable to request or authorize such treatment and in the opinion of the Ship's doctor you need medical attention.

(c) You may be charged for medical services, medications and supplies used for Your medical treatment.

(d) It may be necessary for You to obtain shoreside medical services during or after the voyage in countries other than the United States of America in which a different standard of medical care exists than that to which You may be accustomed. The Carrier makes no warranty as to the quality of any such medical service.

**13. BAGGAGE AND PERSONAL EFFECTS; AVAILABILITY OF SAFE DEPOSIT; \$500 LIMIT ON CARRIER'S LIABILITY; YOUR RIGHT TO DECLARE HIGHER VALUE.**

**(a) Definition of baggage.**

The term "baggage" refers only to trunks, suitcases, handbags, garment bags, valises, satchels and bundles containing wearing apparel and personal effects. If the Passenger is a student or faculty member, the term "baggage" also includes books, manuscripts, portable typewriters or personal computers and their accessories and other professional or instructional papers and materials. "Baggage" does not include breakable items and valuables, including but not limited to jewelry, watches, money, precious stones and metals, securities, financial instruments and/or tickets. All such items, and hand or unlocked baggage must be hand-carried by Passengers on and off the Ship; are the full responsibility of the Passenger at all times; and may not be included with check-in baggage. Carrier is not responsible for loss of or damage to such items.

**(b) Bill of lading required for goods.**

The Carrier does not undertake to carry as baggage any merchandise, samples, furniture, household goods, tools of trade, property of other than the Passenger, pictures, perishable goods, glassware, bric-a-brac, money, documents, jewelry, precious stones, securities, financial instruments and/or tickets, valuables or any of the other articles listed in Section 4281 of the Revised Statutes of the United States (Title 46 U.S. Code, Section 181). Such goods must be shipped as commercial cargo under Bills of Lading. If any such goods are contained in baggage, the Carrier shall have no liability with respect thereto, either as bailee or Carrier or in any other capacity, either for negligence or otherwise.

**(c) No Contraband or Illegal Substances**

It is forbidden to carry on your person or place in Your baggage, firearms, controlled or prohibited substances, or inflammable or hazardous items, or any other contraband prohibited by any country or state to be visited before, during, or after the voyage. You hereby consent to a reasonable search being made of Your person, cabin, baggage or other property, and to the removal, confiscation or destruction of any object or substance which may, in the opinion of the Carrier, impair the safety of the Ship or the health of those on board, be illegal or be harmful or inconvenient to the crew or other passengers.

**(d) Your baggage must be limited to two pieces not to exceed 70 lbs each.**

Each Passenger is allowed hand baggage containing wearing apparel and personal effects not exceeding 70 lbs. each in weight. Each piece of baggage shall be marked with full name and address, together with the name of the Ship, the cabin number, and the final destination and shall be checked with the Carrier. The Carrier shall not be liable for loss, damage or delay resulting from the Passenger's failure to so mark or check each piece of baggage.

**(e) The Carrier's liability as to baggage or personal property is limited to \$500 per Passenger unless a higher value is declared and an additional charge paid.**

The total value of the luggage, valuables and other personal belongings of a Passenger aboard the Ship shall be deemed not to exceed U.S. \$500 per Passenger, and the liability of the Carrier, if any, for loss of or damage to such belongings is limited to a maximum of U.S. \$500 per Passenger. All settlements will be made on the basis of actual cash value (replacement cost, less depreciation) to the extent of the U.S. \$500 limit of liability of Carrier. Claims for damaged items will be settled on the basis of reasonable cost of repair. No amount shall be paid in settlement of any claim without proof of the actual cash value, or repair cost, as appropriate, arising from the loss or damage. Such proof must be sent to the Carrier. The Carrier's liability must also be proven before any settlement will be paid. The Carrier encourages You to have your own personal property insurance.

**(f) Unclaimed baggage.**

Baggage remaining unclaimed on arrival of the Ship at destination or left on board the Ship after You depart, will be either 1) delivered to Customs and stored as designated by the Customs authorities at Your sole risk and expense; 2) delivered to the port agent and stored as designated by the port agent at Your sole risk and expense; or 3) delivered to a freight forwarder and shipped to You at Your sole risk and expense. For security reasons, unclaimed baggage or baggage not marked as required by Subparagraph 13(d) may be opened, inspected and removed from the Ship.

**(i) No General Average contribution.**

Passengers shall neither pay nor receive any General Average contribution with respect to any property.

**14. EXEMPTIONS AND LIMITATIONS ON CARRIER'S LIABILITY; NO LIABILITY TO EXCEED \$10,000.**

**(a) Carrier not liable where causes are beyond its control.**

The Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment to person or property of whatsoever kind suffered by the Passenger and caused by an act of God, war or warlike operations, civil commotions, labor trouble, governmental interference, perils of the sea, fire, thefts, or any crime by any person, errors in the navigation or management of the Ship or other craft, or any defect in or unseaworthiness of hull, machinery, appurtenances equipment, furnishings or supplies of the Ship or other craft, or fault or neglect of the pilot, tugs, Master, members of the crew, agents and employees, or the physician and other independent contractors or other persons on board the Ship or other craft or any other cause beyond the reasonable control of the Carrier.

(b) **Carrier not liable for Occurrences other than on Ship or Launches Owned or Operated by Carrier.**

The Carrier shall in no event be liable to the Passenger with respect to any occurrence taking place other than on the Ship or launches owned or operated by the Carrier.

By accepting this Ticket Contract, You agree without prejudice to its other provisions both on behalf of Yourself and anyone in Your care that all rights, exemptions from liability, defenses and immunities of whatsoever nature referred to in this Ticket Contract applicable to the Carrier shall in all respects apply also for the benefit of the Institute for Shipboard Education, Semester at Sea and any servant or agent or independent contractor of the Carrier, or ISE or Semester at Sea, acting in the course of or in connection with their employment, so that in no circumstances shall any such servant, agent or independent contractor as the result of so acting be under any liability to any such Passenger different from that of Carrier, and for purposes of the agreement contained in this section of the Ticket Contract, Carrier is or shall be deemed to be acting on behalf of and for the benefit of all persons who are or may be its servants, agents or independent contractors from time to time, and all such persons shall to this extent be or be deemed to be parties to the passage contract contained in or evidenced by this Ticket Contract.

(c) **No warranty and No Consequential Damages by Carrier.**

**NO UNDERTAKING OR WARRANTY IS GIVEN BY THE CARRIER OR SHALL BE IMPLIED AS TO THE MERCHANTABILITY, THE FITNESS FOR USE OR CONDITION OF THE SHIP, ITS LAUNCHES, APPURTENANCES, APPLIANCES AND FIXTURES, ITEMS OR MATERIAL, OR WITH RESPECT TO THE ACCOMMODATIONS, SERVICE, FOOD, GOODS OR ACADEMIC PROGRAM ABOARD THE SHIP. THE CARRIER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.**

(d) **You assume all risks when using the Ship's academic, athletic or recreational facilities.**

A Passenger using the academic, including laboratories, athletic or the recreational equipment, facilities and supplies on board the Ship assumes the risk of injury, death, illness or other loss on account of such use and the Carrier shall not be liable or responsible.

(e) **Carrier's liability in no event shall exceed \$10,000.**

Except as provided in Section 13 of this Ticket Contract, the Carrier's liability, if any, for any loss or damage, including death and personal injury, shall in no event as to any Passenger exceed \$10,000 for any one occurrence, except where Section 4283(b) of the Revised Statutes of the United States (Title 46 U.S. Code, Section 183(c) applies or this limitation may otherwise be contrary to other law.

(f) **Carrier's Liability Limitation Under Statutes and Athens Convention for Voyages Not Beginning, Ending or Calling at U.S. Ports**

**For all voyages that do not begin, end or call at a port of the United States of America, the aggregate liability of Carrier for the death of or personal injury to a Passenger shall in no event exceed the monetary limitations of SDR ("Standard Drawing Rights") 46,666 as set forth in the Convention Relating to the Carriage of Passengers and their Luggage by Sea, adopted at Athens on the 13th day of December 1974, and the protocol thereto adopted as of November 19, 1976 (hereinafter "Athens Convention"). For all voyages that begin, end or call at a port of the United States of America and to which the damages limitations of the Athens Convention are held not to apply, the liability of Carrier for the death of or injury to a Passenger shall be subject to all exemptions from and limitations of liability provided in or authorized by the laws of the United States. In addition to all of the restrictions and exemptions from liability provided in this Ticket, Carrier shall have the benefit of all Statutes of the United States of America providing for limitation and exoneration from liability and the procedures provided thereby, including but not limited to Statutes of the United States of America as set forth in Sections 4281 to 4286 inclusive, and 4289 of the Revised Statutes of the United States (Title 46 U.S.C. Sections 182, 183, 183b, 184, 185 and 186; nothing in this Ticket is intended to nor shall operate to limit or deprive Carrier of any such statutory limitation of or exoneration from liability, or of the benefits of any statute or law of any country which might be applicable providing for exoneration from or limitation of liability. You agree these exemptions and limitations apply notwithstanding any other limitation by law or that the Carrier may be a foreign corporation or non-resident of the United States of America.**

(g) **Defenses saved to the Carrier.**

This Ticket and all other rights and duties of passengers and of Carrier, except as otherwise set forth in Sub-paragraph 14(f), with specific reference to the Athens Convention, will be construed in accordance with the general maritime law of the United States. In addition to the limitations of liability expressly provided in this Ticket, Carrier shall be entitled to the maximum protection allowed by law, including any statutory protection as to the amount of damages recoverable. In no event, however, will Carrier be liable for any damage, loss, injury or death not caused by the negligence of Carrier. Should the limitations of liability and the requirements for notice of claims and filing of suits set forth in this Ticket, or as contained in the laws of the United States, be held not to apply with respect to claims for loss of or damage to baggage and other personal property or personal injury or death, then the limitations of liability and the requirements for notice of claims and filing of suits as contained in the Athens Convention shall apply.

15. **TIME LIMITATION; NOTICE BY YOU OF CLAIMS AND SUITS; PLACE OF SUIT.**

(a) **Bodily injury or death.**

Any incident or accident resulting in injury or death must be reported immediately by You or Your representative to a Ship's officer. The Carrier, the Master, officers, crew and agents of the Ship shall not be under any liability with respect to any claim whatsoever for bodily injury to or death of any Passenger and no lawsuit shall be maintainable against them for bodily injury or death unless written notice giving full particulars of the claim is delivered to the Carrier within 6 months and a lawsuit on such claim is filed within 1 year from the date of the bodily injury or death and valid service of the lawsuit is effected within 120 days of filing the suit, except that the time for delivery of the written claim and for bringing and serving a lawsuit on behalf of a minor or incompetent shall run from the date of the appointment of a legal representative for the incompetent, minor or decedent's estate, provided the appointment is made within 2 years of the date of bodily injury or death.

(b) **Other claims.**

The Carrier, The Master, officers, crew and agents of the Ship shall not be liable for any damage, delay, or other loss of any nature or cause whatsoever, other than for death or bodily injury, and no lawsuit shall be maintainable against them for such other claims unless written notice giving full particulars of the claim shall have been delivered to the Carrier within 15 days and the lawsuit on such claim shall have been filed within 6 months from the date the voyage terminated and valid service of the lawsuit is made to Semester at Sea within 120 days of filing the suit.

(c) **Place of Suit.**

Any lawsuits on account of disputes arising out of or related to this Ticket Contract, including for personal injury or death, must be brought, if at all, before a court of proper venue located in the State of Virginia, to the exclusion of the courts of any other country, state, city or county. The parties to this Ticket Contract agree to submit to the jurisdiction of Virginia courts for such purposes.

16. **YOUR RESPONSIBILITY TO INDEMNIFY CARRIER UNDER CERTAIN CIRCUMSTANCES.**

The Passenger shall indemnify the Carrier for all penalties, fines, charges, losses or expenses incurred or imposed upon the Carrier or the Ship on account of the acts or omissions of the Passenger, or any other person in the Passenger's care, or invited aboard the Ship by the Passenger, including but not limited to, a breach of this Ticket Contract.

The Carrier shall have a lien on (claim against and right to sell) the baggage, money (including the Passage Fare) and any other property accompanying the Passenger to satisfy any claims it may have against the Passenger. The Carrier may enforce this lien by public or private sale in any manner and without notice except where required by applicable law.

17. **CARRIER IS AGENT ONLY FOR PRACTICA AND SHORESIDE SERVICES; NON-LIABILITY FOR INDEPENDENT CONTRACTORS**

In selling tickets (including coupons or vouchers) or otherwise making arrangements for shore excursions, including Practica and/or Field Programs, tours, land, air, or local water transportation or shoreside accommodations and meals, the Carrier acts only as an agent for others who provide such services as independent contractors, and all Participants accepting or using coupons, vouchers, tickets or other arrangements for such services shall be deemed to agree and consent that the Carrier shall not be liable or responsible in any way for any loss, death, injury or damage to person or property, delay, cancellation or disappointment, arising from or in connection with such services. Should the provisions of the preceding sentence be found inapplicable, then the Passenger agrees that the remaining terms of this Ticket Contract shall govern the rights and liabilities of the Carrier and the Passenger with respect to such services.

18. **APPLICABILITY OF CONTRACT AND OTHER LAWS TO THIS TICKET CONTRACT.**

Nothing contained in this Ticket Contract shall limit or deprive the Carrier of the benefit of applicable statutes or laws of the United States of America or any other country providing for exoneration from or limitation of liability. This Ticket Contract is a contract only with the Carrier, and no other person or entity shall be responsible for the Carrier's performance and obligations hereunder. However, any other person or entity associated with the Carrier or the Ship as an agent, employee or independent contractor who may be held responsible to the Passenger shall be entitled to all of the benefits, limitations and exemptions of this Ticket Contract and under treaties or otherwise as if they were parties hereto. Every term and provision of this Ticket Contract shall remain in full force and effect during all periods when the Carrier is under any responsibility to the Passenger or his or her property for any reason whatsoever, and can only be modified by a writing signed by the Carrier. This Ticket Contract cannot be sold, assigned, transferred to or used by another person without prior written consent of the Carrier. The captions of this Ticket Contract are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

If any term or provision of this Ticket Contract shall be invalid or unenforceable, the remainder of the contract terms and provisions shall remain in full force and effect.

19. **WHERE TO FIND MORE INFORMATION AS TO SHIPPING LAWS WHICH MAY AFFECT YOUR RIGHTS.**

If you want to see the text of the U.S. Code sections or the Athens Convention mentioned in this Ticket Contract, Your public library will usually have them or the Carrier, its Agents or the Ship's purser can get them for You upon request.

20. **PLEASE WRITE TO CARRIER IF YOU HAVE ANY QUESTIONS.**

If any part of this Ticket Contract is not clear to You, please write to the Carrier c/o The Institute for Shipboard Education whose address is shown on the front of this Ticket Contract for explanation. Except as otherwise expressly provided in this Ticket, all written notices required by this Ticket must be mailed, postage prepaid to the Carrier c/o The Institute for Shipboard Education.