

## GAP ADVENTURES INC. CONDITIONS OF CARRIAGE BY SEA

**THESE CONDITIONS OF CARRIAGE GOVERN THE RELATIONSHIP, RESPONSIBILITIES AND LIABILITIES AS BETWEEN THE PASSENGER AND THE CARRIER AND ARE BINDING. THEY AFFECT YOUR LEGAL RIGHTS TO SUE, GOVERNING LAW, FORUM AND JURISDICTION AND CONTAIN CERTAIN LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS RESPECTING INJURY TO OR DEATH OF PASSENGERS AND LOSS OF OR DAMAGE TO LUGGAGE. PLEASE READ ALL OF THESE TERMS AND CONDITIONS CAREFULLY. BY ACCEPTING AND USING THIS TICKET, ALL PASSENGERS AGREE TO ACCEPT AND TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.**

### 1. DEFINITIONS:

**"Ticket"** means this entire document including all its terms and conditions of carriage

**"Carrier"** means the owner and/or any charterer and/or operator and/or manager of the Vessel or any other person, to the extent that it acts as carrier or performing carrier (in accordance with the definition provided in the Athens Convention).

**"Luggage"** means any property belonging to or carried by any Passenger brought on board the Vessel or the aircraft, including baggage, packages, suitcases, trunks, effects, articles, cabin luggage, hand luggage, articles worn by or carried by the Passenger, or deposited with the purser for safe custody, vehicles and any other property whatsoever.

**"Vessel"** means the vessel named in the ticket, invoice, or other similar document issued by the Organizer or any substituted vessel owned and or chartered and or operated and or managed and or controlled by the Carrier.

**"Organizer"** means the party with which the Passenger has entered into a contract for the cruise and/or a Package as defined under the Council Directive 90/314/EEC of 13 June 1990 on Package Travel, Package Holidays and Package Tours, or other relevant legislation or regulations.

**"Passenger"** includes every person purchasing, accepting or using the ticket on their own behalf or on behalf of others in their care including minors and persons with a disability for whom a Passenger is responsible.

### 2. CRUISE TICKET:

The cruise ticket includes the following services: all water transportation aboard the Vessel and the Vessel's tenders, ship accommodation, expedition leader and lecturers or local guides, lectures, videos, slide and film shows or other educational means, all meals, access to public viewing areas, and all shore excursions. The following items are not included in the cruise ticket: airfare and air taxes, passport, visa and custom fees, ground handling fees, ground transfer costs, additional hotel accommodation, laundry, postage, drinks, medical expenses, travel insurance, communication cost, and gratuities to staff and crew.

### 3. NON-TRANSFERABILITY:

The Carrier agrees to carry the person(s) named on the ticket on the date and vessel for the specific voyage and cabin type indicated, or any substitute vessel, and is **NOT TRANSFERABLE**.

### 4. EMBARKATION:

**(a)** The Passenger is required to be on board the Vessel at least one hour before departure or earlier as per the check-in and boarding times if advised by Carrier. Enhanced security procedures may require additional time. At the time of embarkation the Passenger is responsible for having received all medical inoculations necessary for the voyage and having in his/her possession this Ticket, valid passport, visas, proof of insurance purchase and including adequate coverage (as per section 5), medical card and other documents necessary for scheduled ports of call and disembarkations. If Passenger fails to do so, then the Carrier shall have no further obligation to transport or to furnish transportation to Passenger.

**(b)** The Carrier shall not be liable to refund Passenger's fare or for any other damages or expenses or consequential losses if the Passenger is prohibited from boarding due to lack of proper documents. The Carrier reserves the right to check and record details of such documentation. The Carrier makes no representation and gives no warranties as to the correctness as to any documentation, which is checked.

Passengers are advised to consult their travel agent or the appropriate governmental authority concerning required documentation for travel. The Passenger shall indemnify the Carrier for all penalties, fines, charges, losses and expenses imposed upon or incurred by Carrier due to the Passenger's failure to have proper documentation or otherwise comply with applicable laws or regulations of any kind, or imposed by governmental authorities including requirements relating to immigration, customs and excise.

**(c)** Any stamps on tickets, customs, excise or other taxes or fines on Passenger or Carrier resulting from the Passenger's conduct, embarkation expenses, and all expenses of such a nature are to be paid by Passenger.

**(d)** Passengers will be required to register a valid credit card or payment method at the Purser's desk upon embarkation for charges incurred during the voyage.

**(e)** ISPS Regulations may require all passengers boarding the ship to be issued a picture ID. Your digital picture may be taken and your ID issued during the embarkation process.

**(f)** A passenger shall not have the right to exclusive occupancy of a cabin with two (2) or more berths unless he has paid supplement for exclusive occupation. The Carrier reserves the right to transfer the Passenger from one cabin to another.

**(g)** If the Vessel is delayed by any cause whatsoever beyond the Carrier's control, the Carrier shall be entitled to charge Passengers for their maintenance at current rates for every day of the delay.

**(h)** If for any reason whatsoever Passengers remain onboard after the arrival of the Vessel at their port of destination, the Carrier will require Passengers to pay for their maintenance at current rates for every night they remain onboard.

#### **5. INSURANCE:**

It is mandatory that all Passengers obtain and have travel insurance with a minimum coverage of US\$200,000 while traveling with the Carrier. Such insurance must cover personal injury, medical expenses, loss of or damage to luggage, repatriation expenses, and evacuation expenses. Passengers must be able to provide proof of Insurance purchase and adequate coverage as per the required amounts above if requested by the Vessel's officers, personnel or Carrier's representative. It is strongly recommended the coverage be extended to include cancellation, curtailment, all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Passenger.

#### **6. BAGGAGE, VALUABLES AND OTHER POSSESSIONS:**

**(a)** Each Passenger may bring aboard the Vessel a reasonable amount of clothing and personal effects without charge. Each passenger is allowed the equivalent of two suitcases, (we strongly suggest the use of a backpack or a soft duffel bag), and two items of hand luggage. The passenger shall be charged for baggage in excess at the carrier's current rate. The carrier reserves the right to refuse carriage of excess baggage.

**(b)** All baggage must be securely packed and distinctly labeled with the Passenger's full name, the name of the Vessel, the cabin number of the Passenger and the sailing date of the Vessel. Under no circumstances may dangerous articles such as firearms, explosives, oxygen or combustible or illegal substances be taken aboard the Vessel.

**(c)** Pets and other animals are not allowed on board the Vessel.

**(d)** Hand or unlocked baggage, breakables and valuables, including but not limited to jewelry, money, precious stones, trade equipment, computers, photographic equipment or other electronics, securities, financial instruments and/ or tickets, must be hand-carried by Passengers on and off the Vessel, and may not be included with check-in baggage. The Carrier shall not be responsible for loss of or damage to such items.

#### **7. LIABILITY FOR DEATH, INJURY AND/OR LOSS OF, OR DAMAGE TO LUGGAGE:**

**(a)** The liability (if any) of the Carrier for death and/or personal injury to Passengers and/or the loss of or damage to Luggage during the passage shall be determined in accordance with The Convention relating to the Carriage of Passengers and their Luggage by Sea adopted at Athens on the 13 day of December 1974 and Amended on the 19 December 1976 (hereinafter "The Athens Convention").

**(b)** The provisions of The Athens Convention are hereby expressly incorporated into the Conditions of Carriage. A copy of the Athens Convention is available on request and may be downloaded from the Internet at <http://www.aircanadavacations.com/adventuretravel>

**(c)** It is presumed under the Athens Convention that the Carrier has delivered Luggage undamaged to a Passenger unless written notice is given by the Passenger within the following periods:

- i) In the case of apparent damage before or at the time of disembarkation or redelivery.

- ii) In the case of damage which is not apparent or loss of luggage within 15 days from the disembarkation or delivery of from the date and such redelivery should have taken place.
- (d)** The Carrier is not liable for loss of or damage to cash, negotiable security, jewelry, ornaments, works of art or any other valuables unless deposited with the Carrier specifically for the purposes of safekeeping. In those circumstances the Carrier's liability will still be limited to the amounts payable under The Athens Convention to 1200 SDR's. Safe deposits in cabins are not deposits with the Carrier pursuant to the Convention.
- (e)** The liability of the Carrier, his servants and or agents shall, subject to any deductibles, be limited by virtue of the Athens Convention in respect of death and/or personal injury to 46,666 SDRs (approximately ) per passenger per carriage). Loss of or damage to cabin luggage to 833 SDRs; luggage other than cabin luggage 1200 SDRs; valuables deposited with the Carrier 1,200 SDRs. per Passenger per Carriage.
- (f)** The Carrier will only be liable in relation to death or personal injury and/or loss or damage to luggage in the event that the Carrier and/or its servants or agents are guilty of "fault or neglect" as required by Article 3 of The Athens Convention.
- (g)** Any damages payable by the Carrier shall be reduced in proportion to any contributory negligence by the Passenger as provided in Article 6 of the Athens Convention.
- (h)** In addition, the Carrier shall have the full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, Law and/or the laws of the Vessel's flag in respect of liability of/or the global limitation on damages recoverable from the Carrier and nothing in these Conditions of Carriage is intended to operate to limit or deprive the Carrier of any such statutory or otherwise limitation or exoneration of liability. The servants and/or agents of the Carrier shall have the full benefit of all such provisions relating to the limitation of liability.
- (i)** The responsibility of the Carrier is limited to the period(s) while the Passenger and/or his or her Luggage are on board the Vessel and/or any tenders and/or property owned or being operated by the Carrier.
- (j)** The time in which a claim may be brought under the Convention is limited to a period of 2 years from the date of disembarkation and or as set out in Article 16 of the Athens Convention.
- (k)** Without prejudice to the provisions of clauses a to j hereof, if any claim is brought against the Carrier in any jurisdiction where the applicable exemptions and limitations incorporated in these Conditions of Carriage are held to be legally unenforceable, then the Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment to person or property arising out of any cause of whatsoever nature not shown to have been caused by the Carrier's own negligence and or fault and neglect.
- (l)** The Carrier is not liable for or in connection with or arising out of any acts or omissions of any kind of any independent sub-contractors on board the Vessel and/or ashore.
- (m)** The Carrier shall not be under any liability in respect of any claim whatsoever unless written notice of the claim is presented to the Carrier within six months from the date on which the claim arose and unless a suit or action is brought within one year from that date (with the exception of claims brought under the Athens Convention which shall be brought within a two-year period specified in Article 16 of the Athens Convention). After the expiry of the said period any suit or action shall be time-barred.
- (n)** The Conditions of Carriage including limitation of liability are applicable to any shore excursions purchased from and or provided by the Carrier.
- (o)** Settlements of reimbursable claims for lost luggage will be made on the basis of actual cash value (replacement cost, less depreciation). Settlements of reimbursable claims for damaged items will be on the basis of cost of repair or replacement, whichever is less. 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. A written claim for loss of or damage to luggage must be made to Carrier before the Passenger leaves the debarkation area to enable the Carrier to investigate any damage and to conduct a search for claimed lost luggage. The Carrier shall not be responsible for any such loss or damage which is not so reported. Liability, if any, for loss or damage to luggage occurring elsewhere than on board the vessel in connection with air, car, motor coach, ground transfers, porters, stevedores and/or hotels shall rest solely with the person or entity providing such services and the Passenger agrees that the Carrier does not guarantee the performance of such services and shall not be liable in any respect or capacity for any such loss or damage.

#### **8. ITINERARY / RIGHT TO CHANGE / DETENTION:**

- (a)** At any time before or after commencement of the voyage and whether or not the Vessel may have deviated or have proceeded beyond the port of destination, the Carrier may by notice in writing to the Passenger or by advertising in the press or by any other suitable means terminate the cruise if the performance or further performance is hindered or prevented by causes beyond the control of the Carrier

or if the Master or the Carrier consider that such termination is necessary for the management and/or safety of the Vessel.

**(b)** The Carrier visits a large number of ports in numerous countries around the world. The Carrier reserves the right at its sole option and discretion, without any liability for damages or refund of any kind, to deviate from the Vessel's advertised or ordinary itinerary or route, to delay, advance or lengthen any sailing, to omit or change ports of call, to arrange for substantially equivalent transportation by another vessel and/ or by other means of transportation, whether belonging to Carrier or not, and to cause the Passenger to disembark from the Vessel temporarily or permanently.

**(c)** The Cruise Ship's operation is subject to weather conditions, mechanical problems, vessel traffic, government intervention, duty to assist other vessels in distress, assistance of other vessels in distress, availability of berth facilities, and other factors which may be beyond the Carrier's control.

**(d)** The Carrier or the Master shall have the liberty to comply with any Order or Directions as to departure/arrival routes, ports of call, stoppages, trans-shipment, discharge or destination or otherwise given by any government or any department or by any person acting or purporting to act with the authority of any government or any department thereof or by any war risks insurance association working under any government scheme in which the Vessel may be entered. Nothing done or not done under such orders or directions shall be deemed a deviation in law.

**(e)** Any dates and/or times specified in any timetables or otherwise which may be issued by the Organizer and/or the Carrier are only approximate and may be altered by the Carrier at any time and to such extent as is considered necessary in the interest of the voyage as a whole.

**(f)** While the Carrier endeavors to provide reasonable protection for the Passengers' comfort and safety onboard its ships, the Carrier cannot guarantee freedom from all risks associated with war, terrorism, crime or other potential sources or harm. The Carrier reminds all passengers that they must ultimately assume responsibility for their actions while ashore. All shore excursions or other excursions undertaken as part of the cruise (including transfers and all other matters incidental to such excursions) will be undertaken at the passenger's sole risk and the Carrier will have limited liability to the passenger for any loss or damage in respect to such excursions.

**(g)** For purposes of assisting other vessels or protecting life or property, the Master of the Vessel has the right, at his sole discretion, to deviate from the Vessel's advertised or ordinary itinerary or route, to delay, advance or cancel any sailing, to omit or change any ports of call, to tow or to be towed, to transfer the Passenger and the Passenger's luggage to any other vessel and or other means of transportation whether belonging to Carrier or not, to cause the Passenger to disembark the Vessel temporarily or permanently, and the Passenger shall have no claim against the Carrier in such circumstances.

**(h)** The Carrier reserves the right, without incurring liability of any kind, to refuse or revoke passage to, or confine to a stateroom, any Passenger who in Carrier's sole judgment may be refused admission into a port of landing or into the country of destination, or for any other cause may endanger themselves or others, or is causing or is likely to cause distress or annoyance to others. Any Passenger who is refused passage or otherwise denied any advertised benefit or service under this paragraph shall not be entitled to receive any compensation whatsoever and shall become liable for any resulting expenses incurred by the Carrier.

#### **9. FORCE MAJEURE:**

The Carrier shall not be liable in any way to the Passenger for death, bodily injury, illness, damage, delay or other loss or detriment to person or property or for the Carrier's failure to commence, perform and/ or complete any duty owed to the Passenger if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, terrorist activities or threat thereof, civil commotions, labor difficulties, whether or not the Carrier is a party thereto, interference by authorities, requisitioning of the Vessel, political disturbance, inability to secure or failure of supplies, perils of the sea, collision, foundering of the Vessel, explosion, breakdown or failure of or damage to the Vessel or its hull, machineries or fittings, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, or any other cause whatsoever beyond the reasonable control of the Carrier.

#### **10. HEALTH AND SECURITY / INDEMNIFICATION BY PASSENGER:**

**(a)** The Passenger represents and warrants that the Passenger is physically and otherwise fit to travel; that he will at all times comply with Vessel's rules and regulations and orders and directions of the Vessel's officers, Expedition Leaders and medical staff, that his conduct will not impair the safety of the Vessel or inconvenience other passengers.

**(b)** Any passenger with a condition that may affect his fitness to travel must submit a physician's certificate prior to departure.

**(c)** If it appears to the Carrier, the Master or the Cruise Ship's Doctor that a Passenger is for any reason unfit to travel, likely to endanger health or safety, or likely to be refused permission to land at any port, or likely to render the Carrier liable for Passenger maintenance, support or repatriation, then The Carrier or the Master shall have the right to take any of the following courses: (i) Refuse to embark the Passenger at any port; (ii) Disembark the Passenger at any port; (iii) Transfer the Passenger to another berth or cabin; (iv) If the Cruise Ship doctor considers it advisable, to place him/or confine him in the Cruise Ship's Hospital or to transfer the Passenger to a health facility at any port, at the Passenger's expense (v) to administer first aid and administer any drug, medicine or other substance or to admit and/or confine the Passenger to a hospital or other similar institution at any port provided that the ship's doctor and/or Master considers that any such steps are necessary.

**(d)** Where a Passenger is refused embarkation as a result of health and or fitness to travel, the Carrier shall not be liable for any loss or expense occasioned to the Passenger thereby, nor shall the Passenger be entitled to any compensation from the Carrier.

**(e)** Not all areas or equipment on the Vessel are accessible or suitable for access to physically challenged persons.

**(f)** The Carrier reserves the right to refuse passage to anyone who has failed to notify it of such disabilities or who in the Carrier's and or Master's and or Cruise Doctor's opinion is unfit or unable to travel or anyone whose condition may constitute a danger to themselves or others onboard.

**(g)** Passengers who need assistance and/or have special requests or need special facilities or equipment must notify the Organizer at the time of booking. The Carrier is not obliged to provide any assistance or meet special requests unless the Carrier has agreed to do so in writing.

**(h)** Those Passengers physically challenged must be accompanied by a travelling companion fit and able to assist them. The ship's wheelchairs are available for emergency use only.

**(i)** Any Passenger who embarks, or allows any other Passenger for whom he or she is responsible to embark, when he or she or such other Passenger is suffering from any sickness, disease, injury or infirmity bodily or mental or to his or her knowledge has been exposed to any infection or contagious disease, or for any other reason is likely to impair the health, safety or reasonable comfort of other persons onboard or for any reason is refused permission to land at his or her port of destination shall be responsible for any loss or expense incurred by the Carrier or the Master directly or indirectly in consequence of such sickness, disease, injury, infirmity, exposure or refusal or permission to land unless in the case of sickness, disease, injury, infirmity or exposure the same has been declared in writing to the Carrier or the Master before embarkation and consent in writing of the Carrier or the Master to such embarkation has been obtained.

**(j)** Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. Women who are up to 24 weeks pregnant at the end of the cruise are required to produce a medical certificate of fitness to travel. The Carrier cannot for health and safety reasons carry pregnant Passengers of 24 weeks or more at the time of embarkation. The Carrier reserves the right to request a medical certificate at any stage of pregnancy and to refuse passage if the Carrier and/or the Master and or the Cruise Doctor are not satisfied that the Passenger will be safe during the passage.

**(k)** Failure to inform the Carrier and the Vessel's doctor of pregnancy will release the Carrier from any liability to the pregnant Passenger.

**(l)** The ship's doctor is not qualified to deliver babies onboard or to offer pre or post natal treatment and no responsibility is accepted by the Carrier in respect of the ability to provide such services or equipment.

**(m)** If any condition affecting fitness to travel and or requiring medical attention arises after the cruise is booked, the Passenger is required to advise the Carrier in writing immediately. Failure to advise the Carrier as required hereunder shall release the Carrier and all personnel aboard the Vessel from any liability related to such condition or its treatment.

**(n)** The Passenger hereby consents to a reasonable search being made of the Passenger's person, luggage or other property and to the removal and confiscation or destruction of any object which may, in the opinion of the Carrier, be illegal, impair the safety of the Vessel, or inconvenience other Passengers.

**(o)** The Passenger shall indemnify the Carrier for all penalties, fines, charges, losses or expenses incurred or imposed upon the Carrier or the Vessel by virtue of any act or violation of law of the Passenger.

#### **11. MINORS:**

**(a)** The Carrier is unable to accommodate children under 12 years of age at the date of travel and reserves the right to restrict the number of those under eighteen years of age aboard the Expedition Vessel.

(b) Each child under the age of eighteen must be accompanied by an adult over the age of twenty-one. The ratio of adults to children traveling together must be one adult per two children and two adults per four children (seventeen and under). If the adult accompanying this child is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian and received by Carrier prior to sailing.

## **12. INDEPENDENT CONTRACTORS/SUPPLIERS / SHORE TOURS / LIMIT OF LIABILITY:**

(a) Tours, including pre- cruise, post- cruise and other shore excursions including hotels, restaurants and transportation, whether by vessel, air, rail, land or other means, not owned or operated by Carrier are not under the operation or control of Carrier, and the Carrier makes no representation of any kind as to them, and takes no responsibility for them.

(b) The Passenger shall have no right to any refund and Carrier 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 Carrier. Arrangements with independent contractors include, but are not limited to the following:

(b-1) services or products available for the Passenger's convenience on board the Vessel and furnished by doctor(s), photographer(s), entertainer(s), instructor(s), shopkeeper(s), lecturer(s) and others;

(b-2) services, products or transportation provided elsewhere than aboard the Vessel which are furnished by others in connection with sight- seeing tours, pre- cruise and post- cruise tours, excursions and shore trips, including, but not limited to tender service, whether arranged or organized by tour operators, travel agents or Carrier.

(c) The independent contractors shall be entitled to charge for any products sold, services rendered or transportation provided to the Passenger either directly or through Carrier.

(d) Each Passenger agrees that all rights, exemptions from liability, defenses and immunities of whatsoever nature referred to in these Conditions of Carriage which are applicable to Carrier and the Vessel, shall in all respects inure also for the benefit of any servant, agent or independent contractor of the Carrier 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 or higher than that of the Carrier. Any acceptance by the Carrier of payment for any such services is done only as a convenience to the Passenger and shall not modify the limitations or disclaimer of agency stated herein.

## **13. NON-LIABILITY FOR MEDICAL TREATMENT:**

(a) The Carrier does not undertake that a physician or medical personnel will be aboard the Vessel. If the Vessel does carry a physician or medical personnel, then they are independent contractors and work directly for the Passengers. Any physician or other medical personnel that renders emergency treatment and/or performs medical or surgical services, does so at the rates fixed in the "Schedule of Physician's Charges" posted aboard the Vessel or as otherwise agreed to, or in the absence thereof, then at customary rates.

(b) All Passengers are required to complete and submit a medical form 90 days prior to departure for Expedition Travel to Antarctica. Passengers to non-Antarctic destinations with pre-existing medical conditions are required to have the medical form signed and dated by a physician and submitted 90 days prior to departure. Failure to submit such a form may result in the Passenger being denied boarding.

(c) If, in the opinion of the Carrier, a Passenger in need of medical or surgical services is unable to request it, the Passenger hereby expressly consents to such treatment, if any, and to pay the cost thereof charged by the Vessel's physician or other physician or medical personnel designated by the Carrier who in doing so is acting on behalf of the Passenger.

(d) All medicines and all medical or surgical services furnished by the Vessel's physician, if any, or any other physician or medical personnel (all of whom are engaged by the Passenger as independent contractors) or ship's officers, employees or agents of the Carrier, shall be and are accepted by and at the Passenger's sole risk and expense, and the Carrier shall not be responsible for the quality, nature or consequence thereof.

(e) Neither the carrier, nor the Vessel's physician, if any, has any obligation to examine any Passenger for any purpose prior to boarding or sailing.

(f) It is the Passenger's obligation and responsibility to seek medical assistance from the qualified doctor onboard the Vessel as and when necessary during the cruise.

(g) The cruise ship's doctor is not a specialist and the ship's medical centre is not required to be and is not equipped to the same standards as a land-based hospital. The Vessel carries medical supplies and equipment as required by its flag state. Neither the Carrier nor the doctor shall be liable to the Passenger as a result of any inability to treat any medical condition as a result.

**(h)** In the event of illness or accident, Passengers may have to be landed ashore by the Carrier and/or Master for medical treatment. The Carrier makes no representations regarding the quality of medical treatment at any port of call or at the place at which the Passenger is landed.

**(i)** Passengers are advised to ensure that their insurance covers medical treatment.

**(j)** The Carrier accepts no responsibility whatsoever in relation to medical facilities provided ashore.

**(k)** Medical facilities and standards vary from port to port and the Carrier makes no representations or warranties in relation to such standards ashore.

#### **14. PAYMENTS BY THE PASSENGER AND EXTRA EXPENSES:**

Any and all payments for on board goods and or services shall be paid by the Passenger to Carrier in the currency of the United States of America or such other currency acceptable to Carrier. All charges for services and products provided on board the Vessel must be settled in cash or charged (via credit card acceptable to the Carrier) before the Passenger's final disembarkation from the Vessel. Any other expenses incurred by the Passenger or by Carrier on behalf of the Passenger shall be payable by the Passenger on demand. The Passenger shall be liable to and shall reimburse the Carrier for all damages to the vessel and its furnishings and any equipment or property of the Carrier caused directly or indirectly, in whole or in part, by any act or omission of the Passenger, whether accidental, willful or negligent. The Passenger shall further indemnify the Carrier and each and all of their agents or servants against all liability whatsoever arising from any personal injury, death or damage or loss whatsoever caused, directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of the Passenger.

#### **15. NO GENERAL AVERAGE:**

Passenger shall neither pay nor receive any general average contribution with respect to any property.

#### **16. NO EMOTIONAL DAMAGES:**

The Carrier shall not be liable to the passenger for damages for emotional distress, mental suffering/anguish or psychological injury of any kind under any circumstances, except when such damages are caused by the negligence of Carrier and resulted from the same passenger sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are intentionally inflicted by the Carrier.

#### **17. NOTICE OF CLAIMS AND TIME LIMITS:**

**(a)** The Carrier shall be under no liability whatsoever in respect of any claim arising from an accident which was not reported by the Passenger to the Master whilst onboard the Vessel in accordance with the Conditions of Carriage or at all.

**(b)** The Carrier shall not be liable for any claims whatsoever for personal injury, illness or death of the Passenger, unless full particulars in writing are given to the Carrier within 185 days after the date of the injury, event, illness or death giving rise to the claim. Claims for personal injury or illness sustained onboard the Vessel must include the medical report issued at the time of the personal injury, event or illness by the onboard physician or medical personnel. Claims for personal injury or illness sustained onboard the Vessel that do not have an accompanying medical report will not be maintainable. Suit to recover on any such claim shall not be maintainable unless filed within two years after the date of disembarkation in accordance with the Athens Convention and unless served on the Carrier within 120 days after filing.

**(c)** The Carrier shall not be liable for any claims whatsoever, other than for personal injury, illness or death of the passenger, unless full particulars in writing are given to the Carrier within 30 days after the Passenger is landed from the Vessel or in the case the Voyage is abandoned, within 30 days thereafter. Suit to recover on any claim whatsoever other than for personal injury, illness or death and or loss of and or damage to luggage shall not be maintainable unless filed within six months after the date the Passenger is landed from the Vessel or in the case the Voyage is abandoned, within six months thereafter, and unless served upon Carrier within 120 days after filing.

**(d)** The Carrier shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by the Carrier nor for any intentional or negligent acts of the Carrier's employees committed while off duty or outside the course and scope of their employment.

#### **18. LAW AND JURISDICTION:**

**(a)** ALL claims suits and litigation of any kind whether against the Carrier and or the Vessel in rem or otherwise shall be brought in Canada.

**(b)** These Conditions of Carriage shall be governed by the laws of Canada.

(c) Each party hereto irrevocably submits to the exclusive jurisdiction of the Federal Court of Canada, at Toronto, Canada in respect of any action, proceeding or litigation of any kind relating in any way to the passenger and or his luggage and or carriage on board the Vessel.

**19. INTERPRETATION:**

Should any provision, or portion of any provision, of these Conditions of Carriage be contrary to or invalid by virtue of the law of any jurisdiction or be so held by a court of competent jurisdiction, such provision shall be deemed to be severed from this Ticket and of no force and effect and all remaining provisions herein shall continue to be in full force and effect. The headings of this Ticket are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Whenever the context so requires, references to the male gender shall include references to the female, and references to the singular shall include the plural and vice-versa.

**20. WARRANTIES/ CONSEQUENTIAL DAMAGES EXCLUDED:**

All warranties including warranties of fitness for use and merchantability are expressly excluded from this ticket the Carrier shall under no circumstances be liable for any indirect, special or consequential damages of any kind whatsoever.

**21. WRITTEN NOTICES:**

Except as otherwise expressly provided in this Ticket, all written notices required by this Ticket must be mailed, postage prepaid, to Gap Adventures Inc., 19 Charlotte St., Toronto, Ontario, Canada M5V 2H5. Such notices may be copied to Air Canada Vacations.

**22. ENTIRE AGREEMENT:**

The provisions of this ticket govern the entire relationship between the Passenger and the Carrier. The Passengers acceptance of this ticket constitutes the Passengers consent to these provisions. These provisions supersede any oral or written representations. Any change in these provisions must be in writing and signed by the President of the Carrier.

Ontario Travel Agent's Act Registration No.

BC Registration No.

[Holder of Quebec permit No.](#)