



# Yacht Ticket Contract

SeaDream I

Departure: 2-Apr-06      Reservation ID: 58160      Stateroom: Assigned at Embarkation  
Embark port: Charlotte Amalie, St. Thomas  
Debark port: San Juan, Puerto Rico  
Embarkation start at 2 pm until 1 hour before the yacht's departure time

Signature: \_\_\_\_\_

Date: 3/28/2006

Signature: \_\_\_\_\_

Date: 3/28/06

## Agency Information:

CRUISINGREVIEW.COM

Phone:

360 W Washington AVE 803 PO BOX 5617

Fax:

Madison, WI 53703 UNITED STATES

Contact: Gregory Giese

By signing and dating this document each guest hereby acknowledge and agree on his/her behalf and on behalf of any accompanying minors to be bound by the terms and conditions set forth below. One copy of this ticket will be collected at embarkation.

SeaDream Yacht Club, 2601 South Bayshore Drive, Penthouse 1B, Miami, Florida 33133  
Phone: (305) 631-6100; Fax: (305) 631-6110; e-mail: info@seadreamyachtclub.com; www.seadreamyachtclub.com

## YACHT TICKET CONTRACT

**IMPORTANT NOTICE TO GUESTS: THIS DOCUMENT REPRESENTS THE CONTRACT BETWEEN YOU AND CARRIER AND CONTAINS IMPORTANT LIMITATIONS ON YOUR RIGHTS. THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ CAREFULLY ALL THE TERMS OF THIS CONTRACT, PAYING PARTICULAR ATTENTION TO SECTIONS 10 & 11 AND RETAIN IT FOR YOUR FUTURE REFERENCE.**

### 1) INTRODUCTION

This Contract contains the terms of agreement between you and Carrier as defined in Section 2(a) herein, on behalf of ourselves and the Yacht you are sailing on, the Yacht's agents, operators, charterers, concessionaires, master, officers and crew, independent contractors, medical staff (who operate as independent contractors) and for everyone else providing anything to us or to the Yacht or to you on our behalf, all of whom are entitled to the same limitations and defenses available to Carrier. The acceptance of this ticket by the person named hereon as Guests shall be deemed to be an acceptance and agreement by each of them of all of the terms and conditions of this Contract. The person purchasing or accepting the contract represents that he or she is authorized by all Guests, including any minor, named herein as guests, to accept and agree to be bound by all the terms and conditions of the contract. This contract is not transferable and you may not sell or assign it. It is valid only on the Yacht and for the voyage indicated. This contract may not be modified except in writing signed by Carrier. The terms, conditions and limitations herein shall apply to any and all disputes between you and Carrier regardless whether such disputes arise aboard the Yacht or in any other place, location or mode of transportation whatsoever.

### 2.) DEFINITIONS

(a) "Carrier" means and includes the owner, SeaDream Yacht Club AS a Norwegian corporation, operator, SeaDream Yacht Club Limited a Bahamian registered corporation, its SeaDream affiliates, the Yacht, its officers, directors, management, employees, agents, charterers and tenders.  
(b) "You, Your, Guest" means the person(s) purchasing or accepting this contract or who board(s) the Yacht or those in their care, including their heirs, successors in interest and personal representatives. The term "You, Your, Guest" shall include plural and the use of the masculine shall include the feminine.  
(c) "Cruise" means the voyage from the port of departure to the final port of disembarkation and including any rail, road or sea port, any land accommodation components or any package sold with, or included in the price of or taken in connection with the cruise, any shore excursions or shore side facilities related to or offered during the cruise, and all transportation to or from the cruise if purchased through or arranged by Carrier.  
(d) "Cruise Fare" means the amount actually received by the Carrier for your cruise. It covers the cruise package, optional use and enjoyment of Carrier furnished sports and recreational equipment, scheduled meals and accommodations while on board, air supplements if arranged through Carrier and, if you are participating in any pre-embarkation program, transfers to and from the ship. Cruise fare does not include Government taxes and fees imposed or sanctioned by any Government, foreign or domestic. These charges are in addition to the Cruise Fare and include but are not limited to Guest Facility Charges, Security Surcharges, Fuel Surcharges, International Guest Departure or Arrival Tax, Customs User Fee, Immigration Fee and Agricultural Inspection Fee. Cruise fare does not include shipboard charges, medical care, shore excursion costs, optional travel or baggage insurance, or pre or post-cruise hotel expenses and meals not purchased through Carrier as part of your cruise package. The Cruise Fare has been determined far in advance of the cruise departure date on the basis of then-existing projections of fuel and other costs. In the event of an increase in fuel or other costs above amounts projected, Carrier has the right to increase the fare at any time up to the cruise departure date and to require payment of the additional fare prior to cruise departure. Carrier has the right to refuse to transport you unless the additional fare is paid. Within seven (7) days after you are notified of the additional fare (but no later than the cruise departure date), you may elect to surrender this contract to us for cancellation, whereupon you will receive a full refund of the cruise fare only. Cancellation fees do not apply to this type of refund.

### 3.) TRAVEL AGENTS

Any Travel Agent utilized by Guest in connection with the issuance of this ticket or otherwise making arrangements for air transportation, shore excursions, tours, land, air, or local water transportation or shore side accommodations and meals, provides such services as an independent contractor. Carrier accepts no responsibility for any acts, omissions, the financial condition or integrity of any Travel Agent utilized by Guest in connection with your cruise.

### 4.) GUEST RESPONSIBILITIES & REPRESENTATIONS

A. GENERAL (1) Guests are responsible to comply with any government travel requirements and must have in their possession **proof of citizenship in the form of a valid passport**, exit and entry visas as required and any other necessary documentation required by either the United States or any foreign port visited. Guests are advised to consult with their travel agents and the appropriate governmental agencies and embassies. The Carrier assumes no responsibility for advising Guests of immigration requirements and may refuse to embark Guest or may disembark Guest in the event Guest does not present required documentation. Carrier shall have no liability whatsoever in the event Guest is denied boarding or is disembarked for failure to present required travel documents.  
(2) The Guest represents and warrants that the Guest is fit to travel and that the Guest's conduct will not impair the safety of the Yacht or inconvenience the other Guests or crew. You must, at the time you book your cruise, inform the Carrier, in writing, of any existing physical or mental illness, disability or pregnancy or any other condition for which you or any other person in your care may require medical attention or special accommodation during the cruise. If any such condition arises after you have booked the cruise, you must report the condition to the Carrier, in writing, as soon as you become aware of it. Each pregnant Guest further agrees to inform the Carrier, in writing, if she will enter the third trimester of pregnancy by the end of the cruise. Failure to report any such condition will release the carrier, the Yacht's doctor, and any other personnel from any liability related to the accommodation or treatment of such condition. By acceptance of this contract, Guest hereby releases the Carrier from any and all liability for any injury, death or damage connected with the cruise, which is related to a pre-existing illness or disability. The Guest acknowledges and agrees that the Carrier shall have no responsibility or obligation to provide any special services or medical equipment to Guests. The Guest shall be liable to the Carrier and shall reimburse it for all loss, damage or delay sustained by the Carrier because of any omission of the Guest.  
(3) The Carrier may refuse to embark you, or demand your disembarkation, if, in the sole opinion of the Carrier, your physical or mental condition creates an unreasonable risk to yourself or others or unreasonably interferes with the peace and tranquility of the Yacht or enjoyment of others. If the Carrier refuses to allow you on board for any of these reasons, a refund of the cruise fare will be based on the timing of such refusal in accordance with section 3 of these terms and conditions and the Carrier will not have any further liability. Carrier recommends that Guests who are not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the voyage and in case of an emergency.  
(4) No animals will be allowed on the Yacht under any circumstances unless deemed necessary to assist with physical disability and provided (a) the Carrier is given advance notice that said animal will be carried aboard (b) the Guest assumes all responsibility for said animal's food and hygiene, and (c) the Guest agrees to indemnify and defend Carrier should the assistance animal cause injury, death, damage or loss to any other Guest or crew or to the Yacht. Guests using assistance animals should check in advance with governmental authorities in each port to be visited to determine local rules, regulations, fees and quarantines applicable to such animals.  
B. GUEST'S INTERRUPTION OF VOYAGE, QUARANTINE  
The Carrier may confine you to your stateroom, change your accommodations or disembark or remove you at any port if, in the sole opinion of the Carrier, your presence might be detrimental to your own health, comfort or safety or that of other Guests or the crew or you might be excluded from landing at any destination by governmental authorities or if you violate any provision of this Contract. If you are disembarked for any such reasons, you will not be entitled to any refund or damages. If you are delayed or detained on board the Yacht or elsewhere, due to injury, illness, disability or quarantine or due to

action of any government or authority or for any other reason not the fault of the Carrier, you will be solely responsible for all resulting costs and expenses, including repatriation, and must reimburse the Carrier for any such costs or expenses which it may incur on your behalf.

#### C. RULES AND REGULATIONS, COMPLIANCE WITH LAW

You must at all times obey all the rules, regulations and orders of the Carrier and the Yacht's Master. You may not solicit other Guests for commercial purposes or advertise goods or services on board the Yacht without the Carrier's prior written permission. It is your responsibility to comply without delay with the requirements of all immigration, port, health, customs, and government police authorities, and all other laws and regulations of each country or state from or to which you will travel. You must reimburse the Carrier for any costs or resulting expenses or fines that it may incur as a result of your actions or presence on the Yacht.

#### D. UNAUTHORIZED STOPOVERS OR DISEMBARKATION

Unauthorized stopovers or disembarkations, or your failure to make any sailing of the Yacht at any port for any reason shall be at your sole risk and expense. The Carrier shall not be liable in any way for such actions and you will not be entitled to any refund or other compensation under these circumstances, or if you disembark early for any reason.

#### 5.) INFANTS AND MINORS

No child under the age of one (1) year will be accepted as a Guest. Any Guest under the age of eighteen (18) years must be accompanied by an adult Guest over the age of eighteen. If the adult is not a parent, a Parental/Guardianship Consent must be signed by the minor's parent or legal guardian and delivered to the Carrier eight weeks before sailing. You agree to fully supervise any and all children accompanying you during your cruise. You also agree to indemnify Carrier(s) for any and all damage caused by such child or children; (b) for any injury, illness or death to such child or children to which lack of adequate and proper adult supervision contributed in whole or part.

#### 6.) CANCELLATION PRIOR TO EMBARKATION

(A) Refunds for Guest cancellations are limited by the terms of Carrier's cancellation policy. Guests are advised to consult Carrier's cruise brochure or its web-site at [www.seadreamyachtclub.com](http://www.seadreamyachtclub.com) for the terms of Carrier's cancellation policy.

(B) Carrier may for any reason whatsoever cancel, postpone or advance any sailing or terminate the Yacht Ticket Contract at any time before departure and the Carrier's only liability will be to refund to the Guest the amount received for the Yacht Ticket Contract.

#### 7.) CARRIER'S CANCELLATION, DEVIATION OR INTERRUPTION OF CRUISE; CHANGE IN ACCOMMODATIONS

A. The Carrier may for any reason whatsoever, with or without advance notice, substitute any other Yacht for the named Yacht, change the scheduled port of embarkation, omit or change any, some, or all scheduled calls at any intermediate ports, omit or change the scheduled port of disembarkation, call at any port whether or not contemplated in the itinerary, change all or part of any itinerary, as well as transfer the Guest and the Guest's baggage to any other Yacht or conveyance, whether belonging to Carrier or not, back to the port of embarkation or to the originally scheduled port or disembarkation.

B. The Guest shall have no right to any refund and the Carrier shall have no obligation or liability in respect thereof to the Guest except as follows:

(1) If the scheduled sailing date or time is delayed and you are not accommodated on board, the Carrier may arrange hotel accommodations at no additional expense to you for the duration of the delay, (2) If the scheduled port of embarkation or disembarkation is changed, the Carrier will arrange transportation to or from the originally scheduled port.

(3) If, in the opinion of the Master, booked accommodations must be changed, the Carrier shall have the right to allocate other accommodations to the Guest.

(4) Should the Yacht deviate from its course for any cause resulting from the Guest's negligence or due to a medical emergency involving the Guest, said Guest shall be liable for the related costs incurred and shall indemnify Carrier for any costs, penalties, or demands arising therefrom.

C. The Yacht's master may, in his sole discretion, proceed with or without pilots, assist other mariners or Yachts, or make any other modification be in his sole discretion deems necessary or appropriate for the safety of the Yacht or its Guests and crew, including but not limited to changes in itineraries or routes.

#### 8.) HEALTH, MEDICAL CARE AND OTHER PERSONAL SERVICES

All health, medical or other personal services provided in connection with your cruise are provided solely for the convenience and benefit of the Guest, who may be charged for such services. Payment shall be made upon demand and prior to disembarkation. You accept and use medicine, medical treatment and other personal services available on the Yacht or elsewhere at your sole risk and expense without liability or responsibility of the carrier. Doctors, nurses, or other medical and service personnel work directly for the Guest and shall not be considered to be acting under the control or supervision of the Carrier, since the Carrier is not a medical provider. Similarly, beauticians, manicurists, masseurs, photographers, instructors, other service personnel, doctors and nurses shall be considered independent contractors who work directly for the Guest. Guests use such services at their sole risk. The Guest agrees to indemnify Carrier in the event Carrier elects to pay the cost of emergency medical care, including transportation therewith.

#### 9.) CARRIER'S LIMITATIONS OF LIABILITY

##### A. PERSONAL INJURY, ILLNESS, DEATH

The Carrier is not liable for death, injury (including mental anguish), illness, damage, delay or other loss to property of any kind caused by act of God, war, civil commotions, labor trouble, governmental interference, perils of the sea, fire, thefts or any other cause beyond the Carrier's reasonable control or any other act not shown to be caused by the Carrier's negligence. Carrier shall in no event be liable to the Guest in respect of occurrences taking place outside the Yacht or property or launches owned or operated by Carrier or its employees. All tours, including pre- and post-cruise tours, shore excursions and any and all connecting ground, Yacht or air transportation are owned and/or operated by independent contractors as to which carrier makes no representations and assumes no responsibility. If you use the Yacht's athletic or recreational equipment or take part in organized activities, whether on the Yacht or as part of a shore excursion, you assume the risks or injury, death, illness or other loss, for which the carrier is not responsible.

##### B. BAGGAGE AND PERSONAL EFFECTS

You may take a reasonable amount of luggage on board containing clothing, toilet articles and personal effects not weighing more than a total of 200 pounds per person. You must comply with any regulations, tariffs, terms or conditions of any airline or other transportation provider which may include a lower weight limit for baggage. You may not take on board firearms, controlled or prohibited substances or inflammable or hazardous items, or any contraband prohibited by local, state or national law. The Yacht's officers and crew have the right to enter and search your stateroom, baggage or person for any hazardous, controlled or prohibited substances or items. You agree that the carrier's liability for loss or damage to baggage or personal property is limited under all circumstances to U.S. \$100.00 per Guest unless at least 3 weeks prior to embarkation the Guest declares in writing a higher value (in which event the higher value so declared up to a maximum of \$2,500.00 shall be the limit of the Carrier's liability) and the Guest pays to the Carrier at least three weeks in advance of embarkation the full cost of insurance for such declared values. The Carrier shall not be liable for any loss or damage to cash, negotiable securities, documents, jewelry, computers, electronics, tools of the trade or product samples whether kept in the cabin, in the Guest's baggage, in the Yacht's safe or security boxes or otherwise. Items stored in the Yacht's safety deposit boxes are subject to the same limitations as set forth above. Under no circumstance will the Carrier be responsible for loss or damage to any item placed in the security boxes unless the identity of the valuables and their value have been declared in writing by the Guest. The Carrier does not undertake to carry as baggage any money, valuables, precious stones, gold, silver or any of the other articles listed in Section 4281 of the Revised Statutes of the United States (46 U.S.C. Section 181). You should arrange to have them shipped to your destination by other means. If any such goods are contained in baggage, the Carrier shall have no liability with any respect to them in any other capacity, either for negligence or otherwise.

#### C. LIABILITY LIMITATIONS

When applicable, the Carrier shall be entitled to any and all liability limitations, immunities and rights applicable to it under the "Convention Relating to the Carriage of Goods and Their Luggage by Sea" of 1974 as well as the "Protocol to the Convention Relating to the Carriage of Goods and Their Luggage by Sea" of 1976 ("Athens Convention"), which limits the liability of the Carrier for loss, damage, or delay to baggage or other property to Standard Drawing Rights" (SDR) 833 as defined therein. If the Athens Convention is held not to apply for any reason, then the exemptions from and limitations of liability provided in or authorized by the law of the United States (including Title 46 U.S. Code Section 181-186,188) may apply, as well as any other applicable nation's laws limiting the Carrier's liability. Carrier shall be entitled to claim the benefit of whichever law, regulation, treaty, doctrine or contractual provisions provides the greatest legal protections to Carrier.

#### D. LIMITATIONS OF CERTAIN DAMAGES

The Carrier hereby disclaims all liability to the Guest for damages for emotional distress, mental anguish or psychological injury of any kind under any circumstances, unless such damages were either the result of a physical injury to the Guest, the result of that Guest having been at actual risk of physical injury, or such damages were intentionally inflicted by the Carrier.

#### 10.) TIME LIMITS FOR CLAIMS/LAWSUITS.

THE CARRIER SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY, ILLNESS OR DEATH OF THE GUEST UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS IS DELIVERED TO THE CARRIER OR ITS DULY AUTHORIZED AGENT WITHIN 185 DAYS AFTER THE DATE OF INJURY, ILLNESS OR DEATH GIVING RISE TO THE CLAIM. SUIT TO RECOVER ON ANY SUCH CLAIM SHALL NOT BE MAINTAINABLE UNLESS FILED WITHIN ONE YEAR AFTER THE DATE OF THE INJURY, ILLNESS OR DEATH, AND UNLESS SERVED ON CARRIER WITHIN 120 DAYS AFTER FILING.

THE CARRIER SHALL NOT BE LIABLE FOR ANY CLAIMS WHATSOEVER OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH, UNLESS WRITTEN NOTICE OF CLAIM WITH FULL PARTICULARS IS DELIVERED TO THE CARRIER OR ITS DULY AUTHORIZED AGENT WITHIN (7) DAYS AFTER THE GUEST SHALL BE LANDED FROM THE YACHT OR IN THE CASE THE CRUISE IS ABANDONED WITHIN (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 NOT BE MAINTAINABLE IN ANY EVENT UNLESS FILED WITHIN SIX (6) MONTHS AFTER THE GUEST SHALL BE LANDED FROM THE YACHT OR IN THE CASE THE CRUISE IS ABANDONED WITHIN SIX (6) MONTHS THEREAFTER AND UNLESS SERVED UPON CARRIER WITHIN 120 DAYS AFTER FILING. ALL NOTICES REQUIRED HEREUNDER SHALL BE GIVEN TO CARRIER IN WRITING AT:  
SeaDream Yacht Club AS, c/o SeaDream Yacht Club Limited, 2601 South Bayshore Drive, Penthouse 1B, Coconut Grove, FL 33133

#### 11.) SUITS OR LITIGATION OF ANY KIND AND VENUE.

THIS PASSAGE CONTRACT APPLIES TO CLAIMS, SUITS AND LITIGATION OF ANY KIND WHETHER AGAINST THE CARRIER "IN PERSONAM" OR THE YACHT "IN REM", OR OTHERWISE. IT IS AGREED BY AND BETWEEN THE GUEST(S) AND THE CARRIER THAT ANY AND ALL DISPUTES AND MATTERS WHATSOEVER INCLUDING BUT NOT LIMITED TO CLAIMS ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THE PASSAGE CONTRACT, SHALL BE LITIGATED, IF AT ALL, IN A COURT LOCATED IN FORT LAUDERDALE, FLORIDA, OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA UNDER THE COURT'S ADMIRALTY JURISDICTION 28 U.S.C. §1335, TO THE EXCLUSION OF ANY OTHER COUNTY, CITY, STATE OR COUNTRY. GUEST HEREBY WAIVES ANY RIGHT TO ARREST PURSUANT TO AN IN REM ACTIONS OR OTHERWISE DETAIN ANY OF CARRIER'S YACHTS IN ANY JURISDICTION.

#### 12.) INTERPRETATION OF CONTRACT; OTHER LAWS

Nothing in this contract shall limit or deprive the Carrier of the benefit of the applicable statutes or laws of the United States of America or any other country or any international conventions providing for release from or limitation of liability. There are no oral or implied agreements between you and the Carrier and this contract can only be modified in writing and signed by the Carrier. Any portion or provision of this contract which is invalid, illegal or unenforceable shall be ineffective only to the extent of such invalidity, illegality or unenforceability without affecting in any way the remaining provisions of the contract which shall remain in full force and effect.

#### 13.) FORCE MAJEURE

Except as otherwise provided herein, Carrier shall not be liable for delay or inability to perform this contract or any part thereof caused by or arising out of strikes, lockout or labor difficulties or shortages whether or not the Carrier is party thereto, or explosion, fire, collision, standing or foundering of the Yacht or breakdown or failure of or damage to the Yacht or its hull or machinery or fittings howsoever and wheresoever any or the same may arise or be caused, or civil commotion, riot, insurrection, war, government restraint, requisitioning of the Yacht, political disturbance, acts or threats of terrorism, inability to secure or failure or supplies including fuel, Acts of God, or other circumstances beyond the Carrier's control. In all such events, however, the provisions of paragraph 7 as applicable shall prevail.

#### 14.) WARRANTIES AND CONSEQUENTIAL DAMAGES

All warranties including warranties of fitness for use and merchantability are expressly excluded from this agreement. The Carrier shall not be responsible for consequential damages. All travel involves certain risks and no warranty of safe passage is made or inferred hereunder.

#### 15.) GUEST SAFETY

The Guest admits a full understanding of the character of the Yacht and assumes all risks incident to travel and transportation and handling of Guest and cargo. The Yacht may or may not carry a physician or other medical personnel at the election of the Carrier. While at sea or in port the availability of medical care may be limited or delayed. Guest acknowledges that all or part of their voyage may be in areas where medical care and evacuation may not be available or may be significantly delayed.

Carrier's Yachts visit numerous ports in a number of countries. Carrier 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, Guests must assume responsibility for their own safety and Carrier cannot guarantee Guest's safety while on or off the Yacht. The United States Department of State and other governmental and tourist organizations regularly issues advisories and warnings to travelers and Carrier strongly recommends Guests obtain and consider such information when making travel decisions. Guests also should consult all appropriate governmental agencies and authorities to determine if any vaccines or special medical provisions or recommendations apply to the regions Guests anticipate visiting. Carrier assumes no responsibility for gathering such information.

#### 16.) SPORTS & RECREATIONAL ACTIVITIES AND EQUIPMENT

In consideration of his or her payment of the cruise fare, Guest will have the option to utilize Carrier furnished equipment and to participate in various sports and recreational activities off, under, around, about and in the environs of the Yacht and all locations visited during the cruise. These activities include but are not limited to cycling, kayaking, sailing, jet-skiing, water skiing, snorkeling and swimming, (collectively "sports activities"). Guest acknowledges that: (1) there are risks and dangers involved with his or her participation in sports activities, and in particular the use of jet-skis or personal watercraft is a dangerous activity that can result in serious injury or death, (2) Carrier can no way guarantee the safety or welfare of Guest in any sports activities and that Carrier is merely providing sport equipment and sport instruction to enhance Guest's enjoyment, (3) Guest shall knowingly and voluntarily assume the risk of and shall indemnify Carrier against any claims made by or on his or her behalf as a result of using Carrier's equipment and participating in sports activities, (4) Guest shall acquire the training necessary to participate in sports activities and shall follow the rules and procedures maintained by Carrier, and (5) Carrier shall accept no responsibility for Guest's failure to abide by governmental rules, regulations and restrictions concerning sports activities.

#### 17.) SMOKING POLICY ON SEADREAM

SeaDream permits smoking on the outside decks 3, 4 and 6. Smoking is not allowed in the staterooms or in any enclosed public rooms on SeaDream I or II.