



Regent

SEVEN SEAS CRUISES

CRUISE DOCUMENTS

SHIPNAME: **M/S SEVEN SEAS VOYAGER**

GUEST: **MR GREG GIESE**

SAILING DATE: **05/14/2007**

RETURN DATE: **05/21/2007**

SUITE: **GTY - H**

RESERVATION#: **1049456 C**

This cruise book has been created specifically for your cruise onboard a Regent Seven Seas Cruises vessel. We have taken special care to ensure that the information contained within is up to date. If you have any questions regarding your cruise booklet, please contact your travel professional or Regent Seven Seas Cruises at 1-800-285-1835. And, as always, thank you for choosing Regent Seven Seas Cruises.





SEVEN SEAS CRUISES

DISEMBARKATION INFORMATION

Pre-arranged transportation to the airport or hotel will be provided for guests participating in Regent Seven Seas Cruises's Air or Hotel Program. The ground transfer vouchers are included in your cruise travel package and must be presented to The Travel Concierge on board for travel from the ship to the airport or the hotel. If you have made your own flight arrangements or deviated your air schedule from the standard Air Program, you must make independent transfer arrangements. A selection of tours and transfer options will be made available for purchase on board with The Travel Concierge.

Prior to the end of the cruise, disembarkation information including options for transfers will be provided on board and color-coded luggage tags will be delivered to your suite. Please attach one tag to the handle of each one of your bags.

If you have any questions, do not hesitate to contact Regent Seven Seas Cruises at (800) 285-1835. Once again, thank you for making Regent Seven Seas Cruises your cruise line of choice. We are pleased to have you as our guest. Bon voyage!

LIMITS OF LIABILITY

ours, including pre-cruise and other shore excursions, including hotels, restaurants and transportation, whether by vessel, air, rail land or other means, not owned or operated by Regent Seven Seas Cruises, Inc., are not under the operation or control of Regent Seven Seas Cruises, Inc., and Regent Seven Seas Cruises, Inc. makes no representation of any kind as to them and takes no responsibility for them.

The passenger shall have no right to any refund and Regent Seven Seas Cruises, Inc. shall have no obligation or liability of any kind to the passenger for acts, omissions, or negligence, in connection with or arising out of arrangements with independent contractors providing off-ship services relating to the cruise, and the passenger hereby releases and discharges Regent Seven Seas Cruises, Inc., for any such damage.

Arrangements with independent contractors include, but are not limited to the following: tours, pre-cruise and post-cruise tours, hotels, transportation, excursions and shore trips, including but not limited to tender service, whether arranged or organized by tour operators, travel agents or Regent Seven Seas Cruises, Inc.

The independent contractors shall be entitled to charge for any products sold, services rendered or transportation provided to the passenger either directly or through Regent Seven Seas Cruises, Inc.

All other items and conditions of contract of passage outlined on the passenger cruise ticket apply to Vouchers included herein.

REGENT SEVEN SEAS CRUISES, INC. TICKET/ CONTRACT

THE PASSENGER EXPRESSLY AGREES TO THE TERMS AND CONDITIONS OF CONTRACT APPEARING BELOW AND ON THE REVERSE OF THIS TICKET/ CONTRACT BY ACCEPTING THE SAME ON BEHALF OF ALL NAMED PASSENGERS.

IMPORTANT NOTICE TO PASSENGERS: THIS TICKET/ CONTRACT CONTAINS SUBSTANTIAL PENALTIES FOR CANCELLATION, AS WELL AS CERTAIN LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS RESPECTING INJURY TO OR DEATH OF PASSENGERS AND DAMAGE CLAIMS RELATING TO BAGGAGE. PLEASE READ ALL OF THESE TERMS AND CONDITIONS CAREFULLY. BY ACCEPTING THIS TICKET/ CONTRACT AND BOARDING THE VESSEL, ALL PASSENGERS AGREE TO ACCEPT AND TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS, INCLUDING SPECIFICALLY THOSE REGARDING YOUR RIGHTS TO SUE, GOVERNING LAW, FORUM AND JURISDICTION.

TERMS AND CONDITIONS OF THIS TICKET/ CONTRACT

THE FOLLOWING TERMS AND CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN REGENT SEVEN SEAS CRUISES, INC. AS AGENT FOR THE VESSEL'S OWNER(S) AND YOU. PLEASE READ THEM CAREFULLY, WE ARE ALL BOUND BY THEM. THIS IS A BINDING CONTRACT.

1. DEFINITIONS:

The term "Ticket/ Contract" includes this entire document including all its terms and conditions. The term "Passenger" includes every person named on the face of this Ticket/ Contract and/ or occupying the cabin designated above; the term "Vessel" refers to any ship chartered or operated or provided by the Company on which the Passenger may be traveling, or any ship substituted therefor, and its tenders or any other similar means of conveyance; the term "Regent Seven Seas Cruises, Inc., acting as agent for and on behalf of the Vessel's Owner(s)." (hereinafter "Company") includes the Vessel, its owner, its operator or charterer, all affiliated companies and sales representatives and all employees of such individuals and companies. The term "Baggage" shall mean such baggage allowed aboard pursuant to the terms of this Ticket/ Contract which is placed in the Passenger's cabin, or any baggage which has been stored in the Vessel's baggage room, holds or safe against receipt therefore at the request of the Passenger.

2. CRUISE FARE:

- a. As used herein, the term "Cruise Fare" shall mean that amount paid, exclusive of Prepaid Charges (as defined below) and personal charges, in exchange for all water transportation aboard the Vessel and the Vessel's tenders which Company agrees to provide to Passenger pursuant to this Ticket/Contract. As used herein, the term "Prepaid Charges" shall mean that total amount paid (exclusive of Cruise Fare and/or total tour fare and/or personal charges) which includes all governmental or quasi-governmental fees, taxes and charges, as well as ground handling fees and transfer costs and other tariffs, air fuel and fuel surcharges, security and handling fees and administrative and other fees and expenses of a similar nature relating to the specific itinerary provided herein. Deviations from the purchased, published program or changes in hotel will cause forfeiture of transfers.
- b. Final payment of the Cruise Fare must be received ninety (90) days prior to the scheduled departure of the Vessel or scheduled air transportation when included, subject to changes in the Cruise Fare which may be affected at any time up to thirty (30) days prior to scheduled departure and any increases in Prepaid Charges in effect at the time of sailing. Company reserves the right to collect any such increased cruise fare and/or Prepaid Charges at the time of sailing.

3. NON-TRANSFERABILITY/ BINDING EFFECT:

This Ticket/ Contract is valid only for the Passenger or Passengers named herein for the date and Vessel indicated. It may not be sold or transferred. The Terms and Conditions of this Ticket/ Contract are binding on, and confer benefits to, the Passenger, the Passenger's spouse, heirs, executors, administrators, personal representatives, dependents and next of kin. The Passenger represents and warrants that he/she is duly authorized by and on behalf of all Passengers (including children) named on this Ticket/ Contract to agree to and to bind all such Passengers to such terms and conditions.

- 4. EMBARKATION:** The Passenger is required to be on board the Vessel at least one hour before departure or earlier if advised by Company. 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/ Contract, valid passport, visas, medical card and other documents necessary for scheduled ports of call and disembarkations. Company makes no representations concerning individual requirements for travel to certain locations and assumes no responsibility for advising guests of the documents necessary for the scheduled ports of call and disembarkation. 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.

5. CANCELLATIONS PRIOR TO EMBARKATION:

Cancellation requests must be made in writing to the Company. If the request is received by Company more than 120 (one hundred twenty) days prior to the cruise or the Air/ Sea or Air/ Sea/ Land Program departure date, as applicable, a refund of amounts already paid to Company may be made to the travel agent. Later cancellations will be assessed the following charges by Company:

- * 120 to 91 days before the Company cruise or the Air/ Sea or Air/ Sea/ Land Program departure date, as applicable: an Administrative Fee of US\$ 200 per person;
- * 90 to 60 days before the Company cruise or the Air/ Sea or Air/ Sea/ Land Program departure date, as applicable: 10% (ten percent) of cruise fare per person;
- * 59 to 30 days before the Company cruise or the Air/ Sea or Air/ Sea/ Land Program departure date, as applicable: 25% (twenty-five percent) of cruise fare per person;
- * 29 to 15 days before the Company cruise or the Air/ Sea or Air/ Sea/ Land Program departure date, as applicable: 50% (fifty percent) of cruise fare per person;
- * 14 days or thereafter before the Company cruise or the Air/ Sea or Air/ Sea/ Land Program departure date, as applicable: 100% (one hundred percent) of cruise fare per person.

All appropriate refunds may be made to the travel agent representing the Passenger. Some agents may, at their discretion, withhold an agency cancellation fee. If cancellation fees are charged by air carriers, land operators or travel agents, they will be deducted from any refund made pursuant to this paragraph. Company will not be responsible for the receipt by the Passenger of refund monies. The Passenger expressly authorizes his/her travel agent to receive any refund and relieves Company of any responsibility for such funds once a refund has been made to a travel agent.

6. BAGGAGE, VALUABLES AND OTHER POSSESSIONS:

Each passenger may bring aboard the Vessel a reasonable amount of clothing and personal effects without charge. 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. Any such items shall be surrendered to the Master at embarkation, and may be disposed of in the sole discretion of the Master. Pets and other animals are not allowed on board the Vessel. Should you intend to need to use a wheelchair, cart, other mobility device, or service or assistance animal aboard the Vessel, we request that you contact our special needs desk at 1-800-477-7500, extension 362, to make arrangements. 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. Company shall not be responsible for loss of or damage to such items.

7. LIABILITY LIMITATIONS FOR LOSS OF OR DAMAGE TO PROPERTY:

- a. The total value of the luggage, valuables and other personal belongings of a Passenger aboard the Vessel who does not deposit valuables for safekeeping, as described in this Ticket/ Contract, shall be deemed not to exceed the amount of US\$ 200 per Passenger and Company's liability, if any, for loss of or damage to such belongings is limited to a maximum of US\$ 200 per Passenger. Company provides safekeeping for valuables aboard ship and encourages Passengers to deposit any jewelry or other valuables brought aboard the Vessel with the designated officer who will issue a receipt for such valuables. Company shall not be liable for any loss of or damage to money, jewelry, precious stones, securities, financial instruments, tickets or other valuables unless they have been delivered to the designated officer and a receipt issued. The value of articles delivered for safekeeping shall be deemed not to exceed US\$ 200 unless the Passenger declares in writing the articles delivered and a higher value and pays the declared value charge required by Company. In no event shall Company's total liability for declared goods exceed US\$ 2,000, regardless of declared value.

- b. Other than as elsewhere stated in this Ticket/ Contract Company shall have no liability for loss of or damage to baggage or personal effects. Personal belongings lost while unattended in public lounges or other public areas, whether on board the Vessel or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, perils of the sea, and other acts of God are not reimbursable.
- c. Settlements of reimbursable claims for lost belongings 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. Such proof must be sent to Company. Company liability must also be proven before settlement will be paid.
- d. A written claim for loss of or damage to baggage, valuables and other personal belongings must be made to Company before the Passenger leaves the debarkation area to enable Company to investigate any damage and to conduct a search for claimed lost articles. Any suit must be filed within six (6) months from the date of disembarkation or scheduled disembarkation or the passenger waives and releases any rights he may have to make a claim against company for any such loss or damage.

8. ITINERARY/ RIGHT TO CHANGE/ DETENTION:

- a. Company visits a large number of ports in numerous countries around the world. At any given moment there are likely to be "trouble spots" in the world in terms of crime and/or war or terrorist actions. Accordingly, Company 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 Company or not, and to cause the Passenger to disembark from the Vessel temporarily or permanently. Company may for any reason whatsoever cancel any sailing or terminate the Ticket/ Contract at any time before departure of the Vessel, and in such event, Company's only liability will be to refund to the Passenger the amount it has received for the Ticket/ Contract. Any such changes are for Passengers' safety and beyond Company's control. While Company endeavors to provide reasonable protection for Passengers' comfort and safety onboard its ships, Company cannot guarantee freedom from all risks associated with war, terrorism, crime or other potential sources or harm. Company reminds all passengers that they must ultimately assume responsibility for their actions while ashore.
- b. 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 baggage to any other vessel and or other means of transportation whether belonging to Company or not, to cause the Passenger to disembark the Vessel temporarily or permanently, and the Passenger shall have no claim against the Company in such circumstances.

9. 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 and medical staff, that his conduct will not impair the safety of the Vessel or inconvenience other passengers. Company is unable to accommodate women past their sixth month of pregnancy.
- b. Company and the Master or medical officer of the Vessel, without liability and at any time, may refuse to transport or may land any Passenger at any port or place, or transfer the Passenger to other means of transportation, because of health or physical condition, mental disorder, failure to abide by Vessel regulations, failure to possess necessary passports, visas and health or vaccination certificates, or other causes rendering the Passenger unfit to travel.

- c. If the Passenger is refused passage or leaves the Vessel prior to the end of the cruise for any of the reasons described in this section or for other reasons including, but not limited to, personal, medical, or business reasons, Company will not be required to refund any portion of the Ticket/ Contract price, or be responsible for any of the Passenger's costs.
- d. The Passenger hereby consents to a reasonable search being made of the Passenger's person, baggage or other property and to the removal and confiscation or destruction of any object which may, in the opinion of Company, be illegal, impair the safety of the Vessel, or inconvenience other Passengers.
- e. The Passenger shall indemnify Company for all penalties, fines, charges, losses or expenses incurred or imposed upon Company or the Vessel by virtue of any act or violation of law of the Passenger.
- f. Company is unable to accommodate children under six months of age and reserves the right to restrict the number of those under three years of age aboard the Vessel. Any child under the age of eighteen must be accompanied by an adult over the age of twenty- one. If the adult accompanying this child is not a parent, a "Parental Consent Guardianship Form" must be signed by parent or legal guardian and received by Company prior to sailing.
- g. All Passengers are required to advise Company in writing, at or prior to the time a cruise is booked, of any physical, emotional or mental condition which may require professional attention during the cruise, including those Passengers who are physically challenged and require the use of wheelchairs or other similar facilities. Company strongly recommends that Passengers using wheelchairs travel with someone who is able to assist them, both on shore and on board the Vessel. Some ports of call are anchorage ports and physical conditions may preclude such passengers from going ashore. Decisions made by the Master of the Vessel in such circumstances will be binding in all instances. Physically challenged Passengers must bring and be responsible for all facilities relating to their said condition. If any such condition arises after the cruise is booked, the Passenger is required to advise Company in writing immediately. Failure to advise Company as required hereunder shall release Company and all personnel aboard the Vessel from any liability related to such condition or its treatment.

10. INDEPENDENT CONTRACTOR/ SHORE TOURS/ LIMIT OF LIABILITY:

- a. All travel facilities, tours or services, other than aboard Company's vessels and tenders, provided in connection with, before, after or during your cruise, including but not limited to connecting flights, shore excursions, or transportation of any kind by any vessel, vehicle or conveyance, are owned and operated by independent contractors whose employees, facilities, conveyances and services are not subject to Company's supervision or control. In providing or selling reservations or tickets in connection with any such facilities or services, Company does so solely as a convenience to passengers, does not undertake to supervise or control such independent contractors or their employees, conveyances or facilities, and accepts no liability for any loss, damage, injury, death, misrepresentation or disappointment whatsoever resulting there from. Company makes no representation, either express or implied, regarding the suitability, safety, insurance or other aspects of any such contractors, transportation, tours, services or facilities and Company's liability for non-performance of any independent contractor providing such facilities or services shall be limited to a refund of the amounts received by Company on the passenger's behalf, if any. Without limiting the foregoing, Company shall have no liability under any circumstances for claims arising as a result of the passenger participating in excursions or activities of any kind other than those offered by Company.
- b. The Passenger shall have no right to any refund and Company shall have no obligation or liability of any kind to the Passenger for acts or omissions in connection with or arising out of arrangements with independent contractors since they are not agents or employees of Company. Arrangements with independent contractors include, but are not limited to the following:
 - (1) services or products available for the Passenger's convenience on board the Vessel and furnished by doctor(s), dentist(s), nurse(s), barber(s), hairdresser(s), manicurist(s), masseur(s), spa operator(s) photographer(s), entertainer(s), instructor(s), shopkeeper(s), lecturer(s) and others;

- (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 Company
- 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 Company.
- d. Each Passenger agrees that all rights, exemptions from liability, defenses and immunities of whatsoever nature referred to in this Ticket/ Contract applicable to Company and the Vessel, shall in all respects inure also for the benefit of any servant, agent or independent contractor of Company 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 Company. Any acceptance by Company 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.

11. NON-LIABILITY FOR MEDICAL TREATMENT:

- a. The Medical Officer, Doctor(s) and/ or nurses are on board the Vessel for the treatment of crew members, and may, for the convenience of Passengers and at the request of the Passenger, provide medical services to the Passenger. Company does not undertake to treat or care for the Passenger medically, and the doctors and nurses, even if designated officers of the Vessel, are not agents for or employees of Company, but rather are independent contractors. Company shall not be liable for any aspect of medical treatment provided to the Passenger, including, but not limited to the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which such doctors or nurses may furnish the Passenger. Any acceptance by Company 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.
- b. The Passenger hereby consents to treatment by the Vessel's doctor or other medical personnel, if any, or by a physician designated by Company, if subsequent to embarkation the Passenger is unable to request or authorize such treatment and in the opinion of the Vessel's doctor needs medical attention.
- c. The Passenger may be charged for medical services and for medications and supplies used for his medical treatment.

12. PAYMENTS BY THE PASSENGER AND EXTRA EXPENSES:

Any and all payments by the Passenger to Company shall be made in currency of the United States of America or such other currency acceptable to Company. All charges for services and products provided on board the Vessel must be settled in cash or charged (via credit card acceptable to Company) before the Passenger's final disembarkation from the Vessel. Any other expenses incurred by the Passenger or by Company on behalf of the Passenger shall be payable by the Passenger on demand.

13. NO GENERAL AVERAGE:

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

14. LIABILITY LIMITATION FOR LOSS OF LIFE OR BODILY INJURY:

The maximum total liability, if any, of Company resulting from the loss of life of or bodily injury to the Passenger shall not exceed the amount permitted by law. NOTWITHSTANDING AND/OR IN ADDITION TO THE APPLICABILITY OF ANY OF THE FOREGOING STATUTORY OR LEGAL LIMITATIONS OF LIABILITY, IMMUNITIES AND RIGHTS, FOR ALL VOYAGES WHICH NEITHER EMBARK, DISEMBARK NOR CALL AT A UNITED STATES PORT, COMPANY SHALL AT ALL TIMES BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS, IMMUNITIES AND RIGHTS SPECIFIED UNDER THE "CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA" OF 1974 (AS AMENDED BY THE 1976 "PROTOCOL TO THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA") (HEREINAFTER "THE CONVENTION"), WHICH EXPRESSLY LIMITS COMPANY'S MAXIMUM LIABILITY FOR THE DEATH OR OR PERSONAL INJURY TO A PASSENGER TO 46,666 SPECIAL DRAWING RIGHTS PER PASSENGER. (Special Drawing Rights is a monetary unit specified by the International Monetary Fund whose value in relation to the US Dollar fluctuates over time. The current exchange rate is published regularly in various international financial newspapers including the Wall Street Journal. As of April 2006, 46,666 Special Drawing Rights were equivalent to approximately US\$ 68,600.) For all cruises which include a part of the United States, the liability of Company for the death of or personal injury (including emotional distress or injury) to a passenger shall in no event exceed the limitations of liability and exemptions set forth in 46 USC sections 181 to 186,188. Nothing in this Ticket/ Contract is intended nor shall operate to limit or deprive Company 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. The Company shall not be liable to the passenger for damages for emotional distress, mental anguish or psychological injury of any kind or any circumstances, except when such damages were caused by the negligence of the Company and resulted from the same passenger sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages were intentionally inflicted by the Company.

15. PERSONAL INJURY CLAIMS/ NOTICE:

- a. COMPANY 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 COMPANY WITHIN 185 DAYS AFTER THE DATE OF THE INJURY, EVENT, 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 INJURY, EVENT, ILLNESS OR DEATH, AND UNLESS SERVED ON COMPANY WITHIN 120 DAYS AFTER FILING.
- b. COMPANY 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 COMPANY 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 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 COMPANY WITHIN 120 DAYS AFTER FILING. THE PASSENGER EXPRESSLY WAIVES ALL OTHER POTENTIALLY APPLICABLE STATE, FEDERAL OR FOREIGN LIMITATION PERIODS FOR CLAIMS.

- c. IN CONSIDERATION FOR THE FARE PAID, IT IS AGREED THAT COMPANY SHALL NOT BE HELD VICARIOUSLY LIABLE FOR THE INTENTIONAL OR NEGLIGENT ACTS OF ANY PERSONS NOT EMPLOYED BY COMPANY NOR FOR ANY INTENTIONAL OR NEGLIGENT ACTS OF COMPANY'S EMPLOYEES COMMITTED WHILE OFF DUTY OR OUTSIDE THE COURSE AND SCOPE OF THEIR EMPLOYMENT.
- d. COMPANY 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 COMPANY 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 COMPANY.
- e. IN ADDITION TO ALL OTHER RESTRICTIONS PROVIDED HEREIN, COMPANY SHALL HAVE THE BENEFIT OF ALL STATUTES OF THE UNITED STATES OF AMERICA PROVIDING FOR LIMITATION AND EXONERATION FROM LIABILITY, INCLUDING BUT NOT LIMITED TO, 46 U.S.C.A. 182-186.

16. FORCE MAJEURE:

Company 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 Company'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, civil commotions, labor difficulties, whether or not Company 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 wheresoever 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 Company.

17. PLACE OF SUIT:

- a. This Ticket/ Contract applies to claims suits and litigation of any kind whether against the Company in personam or the Vessel in rem or otherwise.
- b. Choice of Law and Forum. All claims arising shall be decided according to the Convention, the general maritime laws of the United States of America and, otherwise, in accordance with the laws of the State of Florida, with references to which this Ticket/ Contract is made. Any dispute arising out of or in connection with this Ticket/ Contract shall be determined by the United States District Court for the Southern District of Florida in Fort Lauderdale based solely on its admiralty jurisdiction, or as to those lawsuits to which the Federal Courts lack subject matter jurisdiction, before a court located in Broward County, State of Florida, to the exclusion of the Court of any other location, and to the jurisdiction of which Company and Passenger hereby submit themselves.

18. INTERPRETATION:

Should any provision, or portion of any provision, of this Ticket/ Contract 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/ Contract and of no force and effect and all remaining provisions herein shall continue to be in full force and effect. The heading of this Ticket/ Contract 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.

19. WARRANTIES/ CONSEQUENTIAL DAMAGES EXCLUDED:

ALL WARRANTIES INCLUDING WARRANTIES OF FITNESS FOR USE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED FROM THIS TICKET/ CONTRACT. COMPANY SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

20. WRITTEN NOTICES:

Except as otherwise expressly provided in this Ticket/ Contract, all written notice required by this Ticket/ Contract must be mailed, postage prepaid, to Regent Seven Seas Cruises, Inc., 1000 Corporate Drive, Suite 500, Fort Lauderdale, Florida 33334.

21. THIS IS A CONTRACT/ ENTIRE AGREEMENT:

THE PROVISIONS OF THIS TICKET/ CONTRACT REPRESENT THE ENTIRE AGREEMENT AND A BINDING CONTRACT BETWEEN THE PASSENGER AND COMPANY. THE PASSENGER'S ACCEPTANCE OF THIS TICKET/ CONTRACT CONSTITUTES THE PASSENGER'S 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 COMPANY AND MAY REQUIRE A COMMENSURATE INCREASE IN FARE.

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For further inquiries call 800-285-1835