

cruise has departed from a U.S. port, then the Company shall have the benefit of all the exemptions from and limitations of liability provided in or authorized by the law of the United States, including Title 46 U.S. Code, sections 181-186, 188.

(c) The Company hereby disclaims all liability to the Passenger for damages for emotional distress, mental anguish or psychological injury of any kind under any circumstance when such damages were neither the result of a physical injury to the Passenger, nor the result of that Passenger having been at actual risk of physical injury, nor intentionally inflicted by the Company.

(d) The Company shall not be liable for loss of or damage to your property in any amount exceeding \$500 US per Passenger. Should the Passenger desire an extension of our liability beyond \$500, the Passenger shall declare the true value of the property and pay the Company that amount of money calculated at 5% of the true value declared, not to exceed \$5,000 in declared value. Liability will then be extended to the amount of the true value declared. The Company shall in no event be liable for the loss of or damage to cash, securities, gold, silverware, jewelry, ornaments, works of art or other valuables unless the same have been deposited with the designated officer of the Vessel against receipt for the agreed purpose of safekeeping. In the event of such a deposit, the Company's liability for loss or damage thereof shall be limited to \$100 US unless value exceeding that amount be declared in writing and the Passenger shall have paid the foregoing 5% sum, limited to a declared value of \$5,000 as above.

(e) In respect to death, injury, illness, damage, delay, loss or detriment to a Passenger or persons on board not in the Company's employ for which the Company is not liable under the Convention, as set forth below (or any Statute of the United States that may apply in the case of cruises departing from U.S. ports) caused by act of God, war or warlike operations, civil commotions, labor trouble, interference by authorities, perils of the sea, lurching of the vessel, or any other cause beyond our control, by fire, thefts or any other crime, errors in the navigation or management of the Vessel or defect in or unseaworthiness of hull, machinery, appurtenances, equipment, furnishing or supplies of the Vessel, fault or neglect of pilot, tugs, agents, independent contractors, including without limitation the Vessel's physician and other medical personnel, the Passenger's own actions or omissions, the acts or omissions of other Passengers or any other person or persons on board not in our employ, or any other cause of whatsoever nature *except and unless* it is proven that such death, injury, illness, damage, delay or loss resulted from the Company's act or omission committed during the course of the carriage and due to the Company's fault or neglect or that of any of the Company's servants or agents acting within the scope of their employment, and in that event our liability therefore shall not exceed the following limitations per Passenger in Special Drawing Rights as defined in the Convention (and for which notice has been given above).

(f) The Company shall not be responsible to the Passenger for services, treatments and/or attendance provided or supplies given by the Vessel's physician, nurse, or medical personnel, beautician, barber, fitness instructor, laundry, casino, photographic and/or any other concessionaire or other persons in the employ of the Company providing personal services to Passengers. Should the Passenger avail himself or herself of the medical or other professional services which the Vessel's physician, nurse, or medical personnel may furnish as independent contractors upon request, the Company shall not be liable for the consequences of any examination, advice, diagnosis, medication or treatment thus furnished. Charges for such medical and other professional services which the Passenger may request will be the sole responsibility of the Passenger.

(g) In the event it is determined that the Company is entitled to the benefits of the Convention, whether by reason of United States law apply to cruises departing from U.S. ports or otherwise, then in that case ***NO SUIT SHALL BE MAINTAINED*** AGAINST THE COMPANY UPON ANY CLAIM IN CONNECTION WITH THIS CONTRACT OF CARRIAGE RELATING TO CABIN BAGGAGE, OTHER BAGGAGE OR ANY OTHER PROPERTY ***UNLESS WRITTEN NOTICE*** OF THE CLAIM WITH FULL PARTICULARS ***SHALL BE DELIVERED*** TO THE COMPANY OR THE COMPANY'S AGENT AT THE COMPANY'S OFFICES WHERE THE PASSAGE WAS BOOKED OR AT THE ADDRESS SET FORTH IN THIS CONTRACT OF CARRIAGE ***WITHIN THIRTY DAYS*** AFTER THE TERMINATION OF THE CRUISE TO WHICH THE CONTRACT OF CARRIAGE RELATES, AND IN NO EVENT SHALL ANY SUIT BE MAINTAINABLE AGAINST THE COMPANY IN REGARD TO BAGGAGE CLAIMS UNLESS IT SHALL BE COMMENCED ***WITHIN ONE (1) YEAR*** FROM THE TERMINATION OF THE CRUISE. ***NO SUIT SHALL BE MAINTAINED*** AGAINST THE COMPANY FOR DELAY, DETENTION, PERSONAL INJURY, DEATH OR ILLNESS OR FOR ANY OTHER CLAIM ***UNLESS WRITTEN NOTICE*** OF THE CLAIM WITH FULL PARTICULARS ***SHALL BE DELIVERED*** TO THE COMPANY OR THE COMPANY'S AGENT AT THE COMPANY'S OFFICES WHERE THE PASSAGE WAS BOOKED OR AT THE ADDRESS SET FORTH IN THIS CONTRACT OF CARRIAGE WITHIN SIX (6) MONTHS FROM THE DAY WHEN SUCH CLAIM AROSE AND ***IN NO EVENT SHALL ANY SUIT BE MAINTAINED*** AGAINST THE COMPANY ***IN REGARD TO DELAY, DETENTION, PERSONAL INJURY, DEATH OR ILLNESS*** OR FOR ANY OTHER CLAIM UNLESS ***IT SHALL BE COMMENCED WITHIN ONE (1) YEAR*** FROM THE DAY WHEN SUCH CLAIM AROSE. In any case, where the time fixed in this Contract of Carriage for the giving of notice and for the commencement of suit is less than that allowed by applicable law, such time is hereby extended so as not to exceed the minimum lawful time.

(h) Notwithstanding the foregoing, the Company shall in no event be liable to the Passenger in respect of any occurrence prior to embarkation or after disembarkation from the Vessel, except for transportation by water which is carried out by means of a conveyance provided by the Company by the Vessel and its tenders or, with respect to any baggage, when the same is in the Company's custody at any dock-side facility installation.

(i) The Company may make arrangements on behalf of Passengers for the provision of travel facilities other than water transportation with various independent contractors and does so solely as an accommodation for the Passenger and not as an agent of those independent contractors. No representations are made with respect to travel facilities other than water transportation which the Company itself provides and which is governed by the terms and conditions of the Contract for Carriage. Other than the water transportation provided by the company, the company shall have no responsibility in whole or in part for any delays, delayed departures or arrivals, missed connections, loss, death, damage or injury to person or property or accident, mechanical defect, failure or negligence of any nature whatever caused in connection with any accommodations, transportation, services or facilities, substitution of hotels, common carriers or equipment with or without notice or for any additional expenses occasioned thereby. When the Passenger books the air travel via the Company, the Company reserve the right to choose the air carrier, routing and gateway locations, as well as the right to substitute charter flights for scheduled service and vice versa. If the entire cruise-tour is canceled by the Company for any reason, Passengers shall have no claim other than for a full refund of the cruise fare or the cruise-tour fare, whichever is applicable. The airlines and other transportation companies concerned are not to be held responsible for any act, omission or event during the time the Passengers are not on board their conveyances. This Contract of Carriage constitutes the sole agreement between the Company and the Passenger, it being understood that the various independent contractors otherwise participating in the cruise or the cruise-tour, including providers of Travel Packages will enter into their own separate contractual arrangements with the Passenger, and that the Passenger assumes the risk of utilizing the services and facilities of those independent contractors.

(j) The Company and the Passenger DO HEREBY IRREVOCABLY AGREE THAT ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OF CARRIAGE OR THE TRANSPORTATION AND SERVICES PROVIDED, OR TO BE PROVIDED BY THE COMPANY IN RESPECT TO THE CONTRACT OF CARRIAGE ***SHALL BE DETERMINED BY THE COURTS IN BAHAMAS***, THE COUNTRY OF THE VESSEL'S REGISTRATION, AND THE JURISDICTION WHICH THE COMPANY AND THE PASSENGER SUBMIT THEMSELVES. If any action be commenced in any court other than the courts of Bahamas, the Company and the Passenger AGREE TO THE IMMEDIATE ***TRANSFER OF SAID ACTION TO BAHAMAS*** and any attorneys fees and costs incurred in transferring an action brought in any jurisdiction or venue other than Bahamas shall be due and payable upon entry of an order of transfer by the party bringing such action in the jurisdiction or venue other than Bahamas.

(k) The requirements of this Article cannot be waived by any of the Company's agents or employees; they may be waived only by express written agreement of one of the Company's officers or directors having authority in the premises.

Notices are to be provided to the Company at one of the following addresses:

(depending upon the office through which the cruise has been booked)

SWAN HELLENIC 1800 S.E. 10th Avenue, Suite 205 Fort Lauderdale, Florida 33316	ALL LEISURE GROUP Lynnem House, 1 Victoria Way Burgess Hill, West Sussex, RH15 9NF
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**Contract of Carriage
m/v Minerva**

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT ISSUED BY SWAN HELLENIC TO, AND ACCEPTED BY, PASSENGER SUBJECT TO THE IMPORTANT TERMS AND CONDITIONS APPEARING BELOW.

NOTICE: THE ATTENTION OF PASSENGER IS ESPECIALLY DIRECTED TO ARTICLE 10, WHICH CONTAINS IMPORTANT LIMITATIONS ON THE RIGHTS OF PASSENGER TO ASSERT CLAIMS AGAINST SWAN HELLENIC, THE VESSEL, THEIR AGENTS AND EMPLOYEES, AND OTHERS.

IMPORTANT TERMS AND CONDITIONS OF CONTRACT - READ CAREFULLY

Passenger Ticket - Terms and Conditions of Carriage

This Contract of Carriage includes the terms set forth on these pages which are legally binding on you. ***Please read all sections carefully*** as they affect your legal rights, ***particularly Article 10, LIMITATIONS ON LEGAL LIABILITY, INTERNATIONAL CONVENTIONS AND VENUE*** which limit the Company's liability for your death, illness or injury, as well as limitations concerning damage claims relating to baggage and personal property, requiring that notice be given and suit commenced within a specified time when the claim arose, limiting your right to sue, and specifying that any actions for damages are to be brought in Bermuda, the country of the Vessel's registration. ***Passengers are urged to read this Contract of Carriage INCLUDING ARTICLE 10*** because by accepting the Passenger Ticket and departing for your cruise-tour, the terms and conditions herein shall apply and the Passenger will have agreed to be bound by all of the terms and conditions which follow including, specifically, those regarding your limited rights to sue, choice of governing law, forum and jurisdiction.

FOR VALUABLE CONSIDERATION, *Swan Hellenic* herein referred to as the "Company," agrees to provide the ocean transportation ("cruise") and, in certain cases, to itself arrange other travel and tour services to be provided by third parties (when such non-ocean carriage is purchased from the Company, the combination of "tour" portion with the ocean carriage is referred to herein as a 'cruise-tour'), subject to all of the terms of this Contract of Carriage as set forth on the passenger ticket and printed below. In some cases, your travel arrangements including air, pre- and post-cruise tours, local transfers and other services may be provided by travel organizations other than the Company (such third party arranged travel arrangements are referred to here as a "Travel Package"), in which case the Company shall only have responsibility for and will only incur obligations to you in respect to the cruise, which is only from the time you embark the vessel until you disembark at the end of the ocean voyage, and the tour operator or other Travel Package provider, and their third party suppliers shall be responsible for the non-cruise portion of your Travel Package, and further, the cancellation and refund provisions provided herein in respect to cruises and cruise-tours purchased directly from the Company shall not apply in respect to such Travel Packages provided and sold by others, including the cruise portions of such Travel Packages. The expression "Passenger" shall be deemed to include the purchaser of the cruise-tour and all of those persons, including children for whom said purchaser is arranging travel.

Art. 1 BOOKING IS NON-TRANSFERABLE

The cruise-tour booking is non-transferable and is valid only for the Passenger or Passengers for whom it is made and for whom the tickets are to be issued, for the date and for the vessel indicated (or any substitute vessel the Company may designate), and cannot be transferred to any other person or persons.

Art. 2 ENTIRE CONTRACT

All prior understandings and agreements entered into prior to the booking of the cruise including prior to the issuance of the Contract of Carriage in the name of the Passenger or Passengers, whether oral or written, are superseded by and merged into the Contract of Carriage which alone fully and completely expresses the agreement between the Passengers and the Company in every possible contingency. Nothing contained in any Travel Packages, the offers for sale of Travel Packages, or in communications with Travel Package providers shall vary the terms and conditions of the Contract of Carriage.

Art. 3. NO AMENDMENT AND SEPARABILITY OF CONTRACT TERMS

No amendments of the Contract of Carriage (including the booking terms and conditions of this Invoice) shall be valid unless made in writing and signed by a Director of the Company. The terms of the Contract of Carriage shall be severable and the invalidity of any one or more provisions shall not impair the validity of any other provision, or of the Contract of Carriage as a whole. Should any provision of this Contract of Carriage be deemed invalid for any reason, said provision is deemed to be severed from this Contract of Carriage and shall be of no effect, but all remaining provisions herein shall remain in full force and effect.

Art. 4 CANCELLATION OF PASSAGE CONTRACT

The Company reserves the right to cancel, advance or postpone any cruise at any time prior to the scheduled sailing date and is under no obligation except in the event of cancellation, you will receive a full refund of any payments received. In addition, situations may arise which, in the opinion of the Company, make it necessary to change itineraries or make substitutions or omissions, involving hotels, ports of call, restaurants, other travel components, vessels or other modes of transportation, whether before or after the sailing of the vessel, without previous notice to the Passengers. If this should occur, the Company does not assume responsibility or liability for any losses, inconvenience or expenses incurred by Passengers as a result, except as detailed in the Contract of Carriage. The Company is not required to make refunds once travel commences regardless of the reason the Passenger is unable to complete their travel.

If the Passenger wishes to cancel the booking made directly with the Company, the refund and the amount thereof, if any, to which the Passenger may be entitled will be based on when the required written notice of cancellation is received by the Company, the number of days before the scheduled sailing date that the notice is received, and the cancellation terms as set forth in the brochure or other published materials from which the cruise booking was made as shown on the Company's records. Cancellation charges will apply regardless of the reason the Passenger cancels the cruise booking including medical reasons. Separate insurance or cancellation charge waiver provisions may be available for purchase by Passengers through their travel agent or from the Company, and Passengers should avail themselves of such insurance or waivers as they may elect.

There will no refund in the case of a voluntary or involuntary termination by the Passenger of a cruise-tour in progress. Changes in the identity of any Passenger and changes in the departure dates are considered reservation cancellations and are subject to the foregoing cancellation fees. Cancellation by purchasers or termination of travel by such purchasers during the travel and in respect to the other services purchased as a Travel Package, including the cruise portions, shall be subject to the cancellation fees, terms and conditions of the providers of such Travel Packages to the exclusion of the cancellation and termination provisions of the Contract of Carriage, and the Company shall have no obligation in that regard to the Travel Package purchasers.

Art. 5 ALTERATION OF CONTRACT, MODIFICATION OF CRUISE, NON-USE BY PASSENGER

(a) The Company is unable to guarantee that the Ship will call at every advertised port or follow every part of the advertised route. The Company reserves to itself and/or the Master of the vessel the absolute right to decide whether to omit any port, whether to call at additional or alternative ports, whether to advance or delay the scheduled date and time of sailing or disembarkation, and whether to deviate from the advertised route. The Company also reserves the right to substitute any other ship for the scheduled vessel. Provided such decision is reasonably taken, the Company shall be under no obligation or liability to any Passenger, save as set out herein at subpart (f), (g) or (h) below.

(b) The Company has the right to charge the cruise-tour fare in force on the date of sailing. Where such fare is more than that shown on the invoice or the ticket, when issued, the difference must be paid before the Passenger embarks. For the purpose of the Contract of Carriage, the word 'fare' shall include any surcharge imposed by the Company prior to the date of sailing.

(c) The Company and/or the Master of the vessel may at any time, if they in their absolute discretion consider it necessary to do so, transfer the Passenger from one cabin accommodation to another, adjusting the fare accordingly.

(d) A Passenger shall not have the exclusive occupancy of a cabin with two or more berths unless he or she has paid the full supplement for exclusive occupation.

(e) If the scheduled date or hour of sailing is delayed and accommodations are not available on board the vessel, the Company may arrange at no additional expense to the Passenger hotel accommodations for the Passenger for the duration of the delay.

(f) If the schedule port of embarkation is changed, the Company will arrange at no additional expense to the Passenger, substitute means of transportation (be sea, air or land, to be determined by the Company) from the original port of embarkation to the rescheduled port of embarkation, or if substitute transportation is not available, the Company will refund to the Passenger the amount it received for the cruise portion of the cruise-tour, and the Company will have no further or additional obligation to the Passenger for such rescheduling.

(g) If the scheduled port of debarkation is changed, the Company will arrange at no additional expense to the Passenger, substitute means of transportation (by sea, air or land, to be determined by the Company) to the port of debarkation from the nearest port at which the vessel calls, without there arising any right of refund, and without further liability or obligation of the Company from the time the Passenger leaves the Company's vessel.

(h) If any scheduled port call at an intermediate port or ports is omitted, or if any other reason the scheduled duration of the cruise is shortened, the Company's sole liability, if any, in respect to such change, shall be to make a pro-rata refund to the Passenger of the cruise portion of the cruise-tour fare received by the Company based on the number of whole days the cruise is reduced, provided that the scheduled duration of the cruise has been shortened by more than twenty-four hours.

(i) If for any reason the duration of the cruise is lengthened, the Company shall have no liability in respect thereof to the Passenger for the extended period, and the Passenger shall not be entitled to any compensation for the delay.

(j) The Master shall have the full authority to cause the vessel to proceed without pilots, to tow and be towed, and to assist other vessels in all circumstances, to deviate from the ordinary route in any direction, to any distance and for any purpose, to delay or terminate the voyage, or to put back or to put in to any port, and to transfer the Passenger and the Passenger's baggage to any other vessel whether bellowing to the Company or not, whether or not bound for the cruise's port of destination, and even though delay may result.

(k) If any component of your cruise-tour purchased from the Company, other than the vessel, is changed or substituted, as for instance the hotel where you were scheduled to stay is changed, the Company will use reasonable efforts to obtain a substitute for that component of the cruise-tour which is substantially equivalent to that originally scheduled, but the Company shall have no liability to the Passenger in connection with such substitution or change.

(l) If the Passenger has arranged his or her own air travel to or from a cruise departure or cruise-tour and the schedule of the cruise-tour operation and vessel departure or arrival is changed, the Company shall have no obligation to the Passenger in respect to any costs of changing the air travel arrangements, cancellation and rebooking of flight reservations, loss of return travel on round trip air travel, unavailability of air travel on the rescheduled dates, and all similar costs, expenses and inconvenience suffered by the Passenger in changing air travel arrangements booked by the Passenger.

(m) If for any reason, whether or not due to causes beyond the Passenger's control, the cruise-tour booked by the Passenger with the Company and covered by the Passage Ticket is not used by the Passenger on the date and for the vessel as indicated, or if the Passenger joins the cruise in progress, or departs prior to the scheduled debarkation, or prior to end of the tour portion of a cruise-tour package, so that only part of the specified cruise and related tour are used, there shall be no right to any refund on the part of the Passenger, and the Company shall have no liability or obligation to the Passenger to provide accommodations or tour services at a later time.

Art. 6 EXTRAS AND ADDITIONAL CHARGES

(a) All personal services used by Passengers, while on cruise, such as medical services, beauticians, masseurs, photographers, art auctioneers, gift shop personnel, instructors and other service personnel shall be considered independent contractors who work directly for the Passenger. All accounts for services and goods provided while on board the vessel or while ashore which are not included in the fare charged must be settled in cash, or by travelers check or credit card in U.S. dollars (unless otherwise specified) at the prevailing exchange rates before the Passenger disembarks. A list of the currently accepted credit cards is available upon request. Personal checks are not accepted on board for any payment.

(b) All health, medical or other personal services provided in connection with Passenger's cruise are provided solely for the convenience and benefit of Passengers who may be charged for such services. The Passenger accepts and uses medicine, medical treatment and other personal services available on the vessel or elsewhere at Passenger's sole risk and expense without liability or responsibility of the Company. Doctors, nurses or other medical or service personnel work directly for Passenger as independent contractors engaged by Passenger and shall not be considered to be acting under the control or supervision of the Company, since the Company is not a medical provider. The doctor(s) and nurses on board charge Passengers for their services. A charge will also be made for drugs and any other medical requisites. In addition, any expense, howsoever arising, not covered by the fare, which is reasonably incurred by the Company on board or at any port for or on behalf of the Passenger for but not limited to hospitalization; medical, surgical, dental or similar treatment; hotel; diversion of the vessel; local and air transportation; medical evacuation and repatriation expenses shall be payable by the Passenger prior to departure from the vessel. Where such costs have not yet been incurred, or if the charges for such services are not known at the time the Passenger leaves the vessel, the Passenger shall be obligated to reimburse the Company for all such expenses upon demand. Notwithstanding the foregoing, the Company assumes no obligation, and shall have no liability to the Passenger to provide or pay for any medical treatment, on board or ashore, or to provide medical evacuation or repatriation and the Passenger warrants that he or she is financially able to pay for such services, if needed, or has acquired travel, medical and evacuation insurance for this purpose.

(c) Taxes, fees and charges imposed by governmental or quasi-governmental authority are extra and in addition to the cruise fare and must be paid by the Passenger prior to embarkation, including any increase or additional taxes, fees or charges imposed by such authorities.

(d) Without prejudice to any other lien, the Company may have on the Passenger's goods by operation of law, the Passenger agrees that the Company shall be entitled to prevent any luggage or goods belonging to the Passenger or traveling with the Passenger from leaving the vessel until all money owed the Company by the Passenger shall have been paid.

(e) The Company may for any reasonable cause impose charges in addition to the fare quoted at any time prior to the date of sailing to be paid by the Passenger prior to embarkation. In addition, any expense, howsoever arising, not covered by the passage fare, which is reasonably incurred by the Company on board the vessel or in any port for or on behalf of the Passenger, including but not limited to medical expenses as set forth above, shall be payable by the Passenger and may, at the Company's option, be presented and shall be paid before the Passenger disembarks.

Art. 7 DOCUMENTS, HEALTH, CONDUCT AND SEARCH

(a) The Passenger shall comply with any governmental travel requirements, shall possess and shall present entry, exit and other necessary documents, and shall arrive on board the vessel by the time fixed by the Company, or if no time is fixed by the Company, then early enough to complete departure procedures.

(b) It may be necessary for security reasons for servants or agents of the Company to search the Passenger's person and the Passenger's personal property including baggage and goods traveling with the Passenger. The Passenger agrees to allow such searches upon being requested to do so by the authorized servants and agents of the Company. The Passenger further agrees to the removal, confiscation or destruction of any object which may, in the opinion of the Company, impair the safety of the vessel, her crew or any Passenger, or which may cause inconvenience to any Passenger.

(c) The Passenger represents and warrants that the Passenger is and will be fit to travel and the Passenger's conduct will not impair the safety of the vessel or inconvenience the other Passengers. If it appears to the Company or the Master of the vessel that a Passenger is, for any reason whatsoever, unfit to travel or is likely to endanger his or her health, or the health and safety, or impair the comfort or well-being of others on board, or seems likely to be refused permission to land at any port, or to render the Company liable for his or her support, maintenance or repatriation, the Company and the Master shall be entitled at any time to take any one or more of the following courses of action:

(i) to refuse to embark or disembark the Passenger at any particular port;

(ii) to disembark the Passenger at any port;

(iii) to transfer the Passenger from one cabin and berth to another, including imposing medical quarantine on any Passenger in his or her cabin;

(iv) to confine the Passenger to the ships hospital or in his or her cabin under a doctor's supervision;

(v) through the services of the doctor(s) on board and/or such doctor's staff to administer any drug, medicine or other substance or treatment, or to admit and/or confine the Passenger to a hospital ashore or any similar institution at any port, provided that the doctor(s) on board consider such step necessary for the well-being of the Passenger, or for the health, and well-being of the other Passengers, the crew or the medical staff of the Vessel.

(d) The Passenger agrees to abide by all of the Company's health and medical rules and regulations, and all related enforcement orders of the Master and the vessel's subordinate officers and medical or health orders and instructions of the vessel's medical staff, or any medical officer purporting to represent any government.

(e) Persons with physical disabilities or handicaps requiring special treatment or assistance, including such persons which require medical attention or special accommodation during the cruise or for which the use of a wheelchair or service animal is contemplated or necessary, must notify the Company in writing, of the nature of such conditions at the time of making reservations, or promptly upon the development of such condition(s) if arising after the reservations have been made. Those persons for which the use of a wheelchair is contemplated or necessary must furnish their own standard size wheelchair and must be accompanied by a traveling companion fit and able to assist the Passenger in all respects. Wheelchairs supplied by the Company and placed on board the vessel are for use only in emergencies or in respect to persons whose needs arise during the course of the cruise.

(f) Any Passenger who has any form of mental or physical condition, illness or disability or who is experiencing any illness or disability which could affect his or her fitness for travel must submit to the Company when booking the cruise, or promptly upon the development of such condition(s) a certificate of the Passenger's physician attesting to the Passenger's condition and fitness for the travel contemplated. Pregnancy is regarded as a physical disability for the purposes of ocean and air travel and the Company reserves the right to refuse passage to women who are more than twenty-four weeks pregnant at the time of embarkation. The Passenger acknowledges and agrees that the Company shall have no responsibility or obligation to provide any special services or equipment other than the services or equipment normally provided by the Company to Passengers unaffected by illness or disability. Passengers shall not make their own arrangements for the provision of, nor shall they bring special services or equipment not provided by the Company, including oxygen therapy apparatus, without first having given the Company full and adequate advance notice of such intention and having obtained the written agreement of the Company to the Passenger or others on behalf of the Passenger providing such special services or equipment. Notwithstanding the Company's acceptance for travel of any person with any mental or physical condition, illness or disability, including where special treatment or arrangements are allowed or made available, the Passenger releases the Company from all liability for any injury, loss or damage suffered by such Passenger(s) in connection with the cruise and related travel and accommodations which is proximately caused or aggravated by such pre-existing medical or mental condition, illness or disability.

(g) Every adult Passenger booking passage for, or traveling with any minor Passenger, whether or not listed on the same Passenger Ticket, shall be liable to the Company and shall reimburse the Company for all loss, damage or delay sustained by the Company because of the act or omission of the minor Passenger(s) or of the Passenger relating to the supervision and control of such minor Passenger(s). In the case of minor Passengers (under the age of eighteen), whether or not they are accompanied by an adult, the minor Passenger shall be subject to all of the terms and conditions of the Contract of Carriage which shall be deemed to have been adopted for the minor by his or her parent or guardian and/or the adult person booking the cruise-tour on behalf of such minor.

(h) Expenses of any kind including fines, penalties, duties or other charges incurred by the Company and attributable to the Passenger's failure to comply with regulations of the Vessel or any governmental authority shall be paid to the Company by the Passenger on demand. The Passenger shall not bring any goods, merchandise, cultural or historical artifacts, controlled substances, animals or animal parts, contraband, weapons or dangers products or other items that may subject the Passenger or the Company to criminal or civil liability, penalty or other sanction. The breach of such restrictions or conditions may make the Passenger concerned liable to statutory penalties and may impose liens, penalties or fines on the Company and the Company's vessel. In such case, the Passenger shall be liable to the Company for any injury, loss or damage suffered as a consequence of the Passenger's breach of the warranties of this subpart and the Passenger shall indemnify the company from all related injury, loss or damage. The Passenger shall be liable to and shall reimburse the Company for all loss, damage or delay sustained by the Company because of any wrongful, neglectful or intentionally harmful act or omission of the Passenger.

(i) The Passenger shall have no right to any refund and Company shall have no obligation or liability of any kind to the Passenger in respect to any action taken by the Company in good faith under this Article 7.

Art. 8 PHOTOGRAPHY AND USE OF LIKENESS

During the cruise-tour, the Company, its agents or its concessionaires, may photograph or record video images of the Passengers individually or as general participants in cruise-tour activities. The Company and its concessionaires will take reasonable steps to avoid including the Passenger in such photographs and videos upon the Passenger making his or her wishes to not be included known to the Company including informing directly those individuals taking photographs and videos, but notwithstanding such notice given by the Passenger, the Company shall have the right to publish in any medium, and for any business purpose the image taken in good faith that may include the Passenger's likeness and in such case shall have no obligation to compensate the Passenger for such usage.

Art. 9 NOTICES AND PAYMENTS

When the Passenger books the cruise-tour through a travel agent, tour operator or other travel intermediary or purchases a Travel Package from tour operators or other providers of Travel Packages (referred to in this Article as a 'Travel Agent'), the Company and the Passenger designate the Travel Agent as the agent for the Passenger. The Company shall have no responsibility for nor obligation in respect to the Travel Agent's performance or non-performance of the duties undertaken at the request of the Passenger or as the Passenger's agent, including arrangements and services that are part of any Travel Package. The Company will send all notices to the Passenger via the Travel Agent and all refunds which may be paid by the Company in respect to the booking or other provisions of the Contract of Carriage may be made by the Company to the Travel Agent as the Passenger's agent without any obligation to see to the application of such payments.

Art. 10 LIMITATIONS ON LEGAL LIABILITY, INTERNATIONAL CONVENTIONS AND VENUE

(a) The Company's responsibility to the Passenger and guests for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by you or any of the persons in the Passenger's party, in the first instance as a matter of law and, if that be inapplicable, then as a matter of contract between the Passenger and the Company, in respect to all cruise-tours including those departing from a United States port (unless by reason of law the Convention is held to not apply, and where, in that case, other limitations shall apply) shall be governed by the *Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974*, (commonly known as the "Athens Convention") with protocols and amendments, together with the further provisions of the *International Convention on Limitation of Liability for Maritime Claims, 1976*, with revisions and amendments (hereinafter collectively referred to as the "Convention"), and, if applicable, by reason of the Passengers having embarked in a U.S. port, those other and further limitations of liability set forth in the statutory maritime and general laws of the United States. Unless precluded by a statute of the United States, the law governing this Contract of Carriage shall be the international law prescribed in the Convention, exclusive of conflicts of laws provisions. **In the event the Company is found to be liable to a Passenger for death, injury, illness, damage, delay or loss, in respect to a cruise to which the Convention applies by law or by reason of the provisions of this Contract of Carriage, the Company's liability shall not exceed the limitations specified in the Convention measured in 'Special Drawing Rights' (SDR's) including all future amendments or protocols that may adjust the SDR limitations. The Athens Convention limits the Company's liability for death of or personal injury to a Passenger to no more than 46,666 SDR's as defined therein (approximately U.S. \$60,000 which fluctuates depending on daily exchange rate as printed in the Wall Street Journal).** In respect to loss or damage to cabin baggage and personal possessions 833 SDR's, and in respect to other baggage 1,200 SDR's (in 1990 \$1,070 and \$1,550 respectively). The Company's liability shall be limited further by those deductibles to be borne by the Passenger according to the provisions of Article 8 of the Convention.

(b) In the event it is determined that the Company is not entitled to all of the benefits of the above baggage claim limitations of the Convention, and if the