

# Terms of Carriage

**IMPORTANT NOTICE: THESE ARE YOUR TERMS AND CONDITIONS OF CARRIAGE - READ THEM CAREFULLY AS THIS DOCUMENT GOVERNS YOUR LEGAL RIGHTS. PAY PARTICULAR ATTENTION TO PARAGRAPHS 5, 11, 12, 15 AND 28 WHICH LIMIT THE CARRIER'S LIABILITY, YOUR RIGHT TO SUE, PLACE OF SUIT AND WAIVER OF JURY TRIAL.**

By boarding the ship known as "*The World*", you acknowledge, accept and agree to all of the terms and conditions of Carriage embodied or incorporated into this document. You further agree that these Terms of Carriage shall constitute a Contract of Passage between you and the Carrier. Certain provisions are highlighted to call your attention to them but all provisions are important and binding upon you. The Carrier undertakes to transport the Passenger and the Passenger's baggage only under the following conditions, which the Passenger acknowledges and with which the Passenger undertakes to comply fully.

Except where otherwise provided, the limitations and contractual provisions herein shall apply to any and all disputes between the Passenger and the Carrier, regardless of whether the incident giving rise to the dispute occurs onboard the Ship, ashore, or while the Passenger is en route to or from the Ship by any mode of transportation, including without limitation tenders, buses, taxis, air carriers or private transportation.

## **Definitions**

"Carrier" includes the Ship, the Ship Owner, the Ship Manager, operators, managers, charterers and agents (excluding travel agents), any affiliated or related companies and their officers, crew, pilots, agents or employees; as well as all concessionaires, independent contractors, shipbuilders and manufacturers of all components parts; and all launches and craft belonging to any ship or owned or operated by the Carrier.

"Passenger(s)" means Residents, guests of Residents, persons renting accommodations on the Ship and any other person aboard the Ship, excluding the Ship's crew.

"Ship" means the luxury passenger vessel named m/v *The World*, duly documented in the name of the Ship Owner with the home port of Nassau, The Bahamas.

"Ship Manager" shall mean ROW Management, Ltd., a company organized and existing under the laws of the Commonwealth of the Bahamas.

"Ship Owner" shall mean The World of ResidenSea II, Ltd., a company organized and existing under the laws of the Commonwealth of the Bahamas.

"Voyage" – shall be defined as commencing at the point of the ship's departure from the port of call immediately preceding the accident, loss or event precipitating the claim and ending at the first port of call following the event precipitating the claim.

## **1. General Terms**

These terms and conditions herein constitute the contract of passage (hereafter referred to as "Contract") between the carrier, The World of ResidenSea II, Ltd./ ROW Management, Ltd. (hereafter referred to, inclusive of its parent, subsidiary and affiliated companies, as "Carrier"), and you as Passenger(s) (whether or not signed by or on behalf of such person(s)). All the terms and provisions of this Contract, including all of the following matters printed below, are a part of this Contract to which the Passenger and/or purchaser, both on his/her behalf and on behalf of any other person or persons, including any accompanying minor or mental incompetent and acknowledge and agree to be bound thereby by accepting this Contract and/or transportation from the Carrier. The fare for passage with Carrier includes only the transportation specified, onboard gratuities, port charges and such other shipboard services and facilities specified in writing by Carrier to be included in the fare. The fare does not include charges for any added-value services or goods or items of a personal nature, such as shore excursions, insurance, pre- and post-land programs, shore-side hotel accommodations and meals, spirits and beverages, laundry or valet services, purchases from the Ship's shops, boutiques, spa and beauty salon services. The fare may or may not include onboard meals and certain select spirits and beverages. The terms and conditions of this Contract represent the entire agreement between the Carrier and the Passenger and supersede all oral or written representations contained in Carrier's advertisements, notices, brochures or other literature and all promises and agreements made or claimed to have been made to or with the Passenger or anyone representing him by any party.

## **2. Restrictions**

Carriage is valid only for the Ship and Voyage agreed upon and for the person(s) named as Passenger(s) and Carriage cannot be transferred without Carrier's written consent. Any fare paid hereunder shall be considered fully earned at the time of payment. Carrier shall not be liable to make any refund to Passenger in respect of noncarriager, any statute or other governmental regulation to the contrary notwithstanding, the benefit of which statute or regulation Passenger hereby expressly waives. Carrier reserves the right to cancel any scheduled call at any port for any reason at its option at any time whether before, during or after sailing of the Ship, without previous notice to the Passenger, and without liability to the Passenger, for any loss, damage or delay whatsoever, however consequential. Any person under the age of eighteen (18) years must be accompanied by a parent or other responsible adult over the age of twenty-one (21) years.

## **3. Onboard Rules**

(a) Passenger is not allowed to bring on board the Ship without the previous written permission of the Carrier any intoxicating liquors or beverages, firearms, weapons of any kind, ammunition, explosive substances, illegal drugs or any goods of a dangerous nature, nor animals of any kind and description whatsoever except or any other thing which in the sole discretion of the Ship Owner, The Ship Manager, the Ship's Captain or those delegated to act on behalf of the Ship's Captain, may endanger the Ship or the safety and well being of those who sail on her, except as may be required by law applicable to Carrier and, only in such event, with prior

notification to the Carrier and evidence of compliance by the Passenger with all applicable governmental requirements, procedures and approvals. A drug or other substance shall be deemed to be illegal for purposes of these Terms of Carriage if such drug or other substance may not be lawfully possessed under the laws of the port from which the Ship most recently sailed, in which the Ship is berthed, or to which the Ship will next sail. In addition, marijuana, cocaine and heroin shall be deemed to be illegal drugs for purposes of these Terms of Carriage irrespective of the local laws of the jurisdictions in which the Ship is sailing.

- (b) Passenger agrees that he or she shall not solicit for commercial purposes other passengers or persons on board the Ship, conduct any commercial activity on board the Ship or advertise or promote goods or services on board the Ship without the prior written permission of Carrier.
- (c) All public spaces on the Ship other than the Cigar Club on Deck 5 are designated as nonsmoking areas. Smoking of any kind is prohibited in all public spaces on the Ship, including open decks and balconies, other than the Cigar Club. Smoking in Apartments by Residents and their Guests is subject to the provisions of the Residence Agreement, provided that any kind of open flame in an Apartment and smoking in bed are prohibited. Smoking in Apartments, including balconies, by persons other than Residents and their Guests is prohibited.
- (d) Passenger is responsible for possessing valid passports, visas and vaccination documentation. The Ship Owner or the Ship Manager may deny boarding or continued travel on the Ship to any person who in their sole determination to not hold valid passport, visa or vaccination documentation which may be required for the anticipated voyage of such person.
- (e) Use of the Ship and its facilities by minors is subject to such rules as shall be established by the Ship Owner or the Ship Manager from time to time.
- (f) No person on board the Ship shall make, or permit to be made, unnecessary or unreasonable disturbing noise on the Ship, nor shall any person undertake, or permit to be undertaken, activities which will unnecessarily or unreasonably interfere with the rights, comforts and conveniences of others on board the Ship as determined by the Ship Owner or the Ship Manager.
- (g) Passenger will dress in a fashion befitting the surroundings and atmosphere provided on the Ship. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. In addition, Passenger shall comply with such Dress Code as shall be established by the Ship Owner or the Ship Manager from time to time.
- (h) *The World* is a private home to Residents and their families. Out of respect for their privacy, Passenger may not take any photograph that includes a Resident or family member unless they have given their express permission. In addition, no

photograph which includes a Resident or family member may be distributed in any public manner, including but not limited to posting on any public social media platform, such as Facebook, Twitter, YouTube, Instagram, Pinterest, Google+, Myspace, Friendster, Flickr, LinkedIn, etc.

Passenger understands and expressly agrees that Carrier reserves the right to refuse or revoke passage to, or remove from the Ship, persons who breach any of the foregoing prohibitions and that, if Passenger is refused passage or is removed from the Ship for any of the reasons described in this paragraph, Carrier shall not be required to refund any portion of the fare paid for the voyage and shall otherwise be free of any liability, including, without limitation, any costs or expenses incurred by Passenger in connection therewith.

#### **4. Waivers & Disclaimers**

Carrier's responsibility shall never exceed the usual amount of limitation of liability to which Carrier is entitled under applicable law. No undertaking, guaranty or warranty is given or shall be implied as to the seaworthiness, fitness, or condition of the Ship or any food, drink, medicine, or provisions supplied on board the Ship. Except for those warranties specifically set forth herein, all warranties, express or implied, including warranties of fitness for use and merchantability are expressly disclaimed by Carrier and waived by Passenger. In no event shall Carrier be liable for any accident which occurs outside the public and passenger designated areas of the Ship, including, but not limited to, accidents occurring ashore, on tenders not owned by the Ship, on or resulting from equipment not owned or controlled by Carrier, or upon docks or piers. The exemptions, exclusions, limitations and exonerations from liability contained in this Contract shall extend to each of the employees, officers, agents, servants and representatives of Carrier. Carrier hereby disclaims and Passenger hereby waives and agrees that Carrier shall have no liability for any consequential, special, indirect, contingent or incidental damage or loss whatsoever, including, without limitation, loss of profit, revenue, goodwill or bargain, arising out of or in connection with this Contract.

Carrier hereby disclaims and Passenger hereby waives and agrees that Carrier shall have no liability for any damages to Passenger for infliction of emotional distress, mental anguish or psychological injury of any kind under any circumstances unless and only to the extent that (i) such damages were the result of physical injury to the Passenger caused by the proven gross negligence of Carrier, (ii) the result of the Passenger having been at actual risk of physical injury where such risk was caused by the proven gross negligence of Carrier or (iii) intentionally inflicted by Carrier. The Passenger hereby waives (to the fullest extent permitted by law) any and all rights he or she possesses or hereinafter acquires to assert, impose, exercise or foreclose any claim, lien, encumbrance or charge he or she may have over the Ship, and all rights to arrest the Ship, in connection with any claim arising hereunder against Carrier (without prejudice to any other rights he or she may have to pursue any other remedies against Carrier).

#### **5. Baggage**

- (a) Each Passenger will be allowed to bring aboard the Ship a reasonable amount of baggage, as determined by Carrier, free of charge. Any excess will be subject to the right of the Carrier to limit the amount of such excess that may be carried.
- (b) Whenever the term "baggage" is used herein, it shall mean only suitcases, valises, satchels, bags, hangers or bundles and their contents consisting of such personal wearing apparel, articles of personal adornment, toilet articles and similar personal effects as are necessary and appropriate for the purposes of the Voyage and all other such personal property of the Passenger not in a container. Carrier cannot accept responsibility for and in no event shall be liable in any capacity for loss or damage to tools of trade, household goods, computers, musical instruments, radios, televisions, electronic equipment, cameras, recreational and/or sporting equipment, medications, perfumes, tobacco products, liquors, fragile items, bullion, jewelry, precious stones, dentures, optical devices, including contact lenses, watches, money, documents, valuables of any description or such articles as are specified in Article 5 of the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea (1974) (including the 1976 Protocol thereto) or 46 U.S. Code, Section 30503.
- (c) Except as otherwise provided in the Athens Convention, it is stipulated and Passenger agrees that the aggregate value of the Passenger's baggage under this Contract does not exceed \$200.00 and any liability of the Carrier or the Ship for any cause whatsoever with respect to said baggage shall not exceed such sum.
- (d) All disclaimers and limitations of liability contained herein shall apply to all valuables stored or accepted for storage by Carrier, including valuables stored with the Carrier in safe-deposit boxes or security envelopes. Carrier does not accept responsibility for and in no event shall be liable for loss or damage of valuables left in passenger accommodations or otherwise on board the Ship.
- (e) Loss of or damage to baggage during loading or disembarking must be reported by the Passenger to Carrier's personnel prior to disembarking from the Ship; Carrier shall not be responsible for any such loss or damage which is not so reported.
- (f) No suits, including, without limitation, suits brought *in rem* and suits brought *in personam* shall be maintainable against the Ship or the Carrier upon any claim in connection with this Contract relating to baggage or any other property unless written notice of the claim, with full particulars, shall be delivered to the Carrier or its agent at its office at the port of sailing or at the port of termination within ten (10) days after termination of the Voyage to which this Contract relates. **In no event** shall any suit for any cause against the Carrier with respect to baggage or property be maintainable unless such suit shall be commenced within six (6) months after the Passenger disembarks the Ship upon the termination of the Voyage in question, and valid service of suit is effected within six months plus 90 days of said incident. If a written claim for property damage is not made and suit is not filed within the time frame provided in this paragraph, then the Passenger **waives** and **releases**

any right he or she may have to make a claim against Carrier therefor.

- (g) Liability, if any, for loss or damage to baggage occurring elsewhere than on board the Ship in connection with air, car, motor coach, ground transfers, porters, stevedores, hotels or otherwise shall rest solely with the person or entity providing such services and Passenger agrees that Carrier does not guarantee the performance of such services and shall not be liable in any respect or capacity for any such loss or damage.

## **6. Itinerary Deviations**

The Passenger acknowledges and agrees that the scheduled itinerary for any Voyage, including, without limitation, departure and return times are not guaranteed and are subject to change or cancellation. Carrier shall have full liberty to proceed without pilots and tow and to assist vessels in all situations; to deviate from the direct, customary or planned course for any purpose, including, without limitation, in the interest of Passengers or of the Ship, or to save life or property; to put in at any unscheduled or unadvertised port; to cancel any scheduled call at any port for any reason and at any time; to omit, advance or delay departing from or landing at any scheduled or advertised port; to put back to port of embarkation or to any port previously visited if Carrier shall deem prudent, all without prior notice and without Carrier incurring any liability to the Passenger on account thereof.

## **7. Vessel Substitution**

If the Ship does not sail on or about the scheduled or advertised date for any reason whatsoever, including fault of Carrier, Carrier shall have liberty to substitute any other vessel or means of transportation whether owned or operated by Carrier or not and to re-berth Passenger thereon or, at Carrier's option, to refund the passage money paid, all without Carrier incurring any liability to the Passenger on account thereof.

## **8. Alternative Transportation**

Carrier has an absolute right to transfer Passenger and/or his baggage to other carriers, whether by water, rail or air, to or toward the ultimate destination. In the event such substituted passage is for the convenience of the Carrier, it shall be at Carrier's cost. Otherwise, it shall be at the cost of Passenger.

## **9. Third Party Services**

It is understood and agreed that Carrier does not own, operate or control (i) the transportation of any Passenger or his or her baggage or other goods (whether by air, rail, land, water or other means) by any carrier, connecting carrier or otherwise other than that transportation provided by Carrier on board the Ship, (ii) land-based tours, accommodations, victualing, amusement or entertainment for any Passenger or (iii) any other service or facility whatsoever for any Passenger other than those services and facilities on board the Ship. Carrier makes no representation of any kind, assumes no responsibility and makes no guarantee of performance as to any services and facilities which are not owned and operated by Carrier, even if the costs of such services and

facilities are included in the Carriage or otherwise charged by Carrier. Such services and facilities are provided subject to such terms, if any, appearing in the tickets, vouchers or notices of the third party or parties who furnish such services and facilities. Passenger understands and agrees that such services and facilities are furnished solely for the convenience of the Passenger and any such third party or parties who own, operate and/or furnish such services and facilities is not and shall not be considered in any respect whatsoever as an employee, servant or agent of the Carrier, but is and shall be considered an independent contractor.

Neither the Carrier nor the Ship shall be liable for the act, neglect, gross neglect, willful misconduct, default or omission (including, without limitation, any act, neglect, gross neglect, willful misconduct, default or omission with respect to any diagnosis, medication, treatment, advice or care of any kind given to any Passenger) (i) of any independent contractor or other third party owning, operating or otherwise furnishing such services and facilities or (ii) in respect to any events, matters or things whether or not aboard the Ship. The Passenger shall have no right to any refund and Carrier shall have no obligation or liability of any kind to the Passenger for acts or omissions in connection with or arising out of services or facilities furnished by independent contractors or other third parties. For the avoidance of doubt, arrangements with independent contractors include, but are not limited to: (i) services, products or facilities available for the Passenger's convenience on board the Ship and furnished by doctors, dentists, nurses, barbers, hairdressers, manicurists, masseurs, spa operators, photographers, entertainers, instructors, lecturers and others; (ii) requests for emergency medical transportation or emergency medical care for the Passenger on his or her behalf; and (iii) services, products, facilities or transportation provided by third parties in connection with sightseeing tours, pre-cruise and post-cruise tours, shore excursions, tender service, hotel accommodations and restaurants. Independent contractors and other third parties providing services and facilities to Passenger shall be entitled to charge for any products sold, service rendered or transportation provided to the Passenger either directly or through Carrier and the cost of such charge shall be the sole responsibility of the Passenger and Carrier shall not be concerned in any way whatsoever in any such arrangement.

Passenger hereby agrees to reimburse and indemnify Carrier for any funds advanced on account of any such charges. Passenger agrees that all rights, exemptions from liability, defenses and immunities of whatsoever nature referred to in this Contract applicable to Carrier and/or the Ship shall in all respects endure also for the benefit of any servant, agent or independent contractor of Carrier acting in the course of or in connection with services or facilities it provides related to the Ship so that in no circumstances shall any such servant, agent or independent contractor, as the result of so acting, be liable to any Passenger different from that of Carrier. Passenger assumes responsibility for his or her actions while ashore and for his or her participation in any shore activities.

## **10. Quarantine**

In the case of quarantine, each Passenger must bear all risks, losses and expenses

caused thereby and will be charged for maintenance, payable day-by-day, if maintained on board the Ship for such period of quarantine.

#### **11. Limitation of Damages**

In the event of personal or emotional injury to the Passenger, whether resulting in death or otherwise from any cause whatsoever for which Carrier or the Ship may be liable, the damages recoverable by the Passenger or his or her surviving spouse, executors, administrators, estate, legal representatives, heirs, and next of kin shall not exceed the amount recoverable by such Passenger under any applicable limitation of liability statute, law, rule, treaty, convention or regulation covering Carrier or the Ship.

#### **12. Passenger Claims**

No suit, including, without limitation, suits brought *in rem* and suits brought in *personam* shall be maintained against the Ship or the Carrier for death or injury or loss of any kind to any Passenger unless written notice of the claim with full particulars be delivered to the Carrier within **six (6) months** from the day when such death or injury or loss of any kind to the Passenger occurred; and in no event shall any suit for any cause, including, without limitation, suits brought *in rem* and suits brought in *personam* be maintained against the Ship or the Carrier with respect to death or injury or loss of any kind to the Passenger be maintainable, unless suit shall be commenced within **one (1) year** from the day when the death or injury or loss of the Passenger occurred, notwithstanding any provision of law of any state or country to the contrary and valid service of process shall be effected within one year plus 90 days of said incident.. If a written claim for death or injury or loss of any kind to the Passenger is not made and suit is not filed within the time frame provided in this paragraph, then the Passenger **waives and releases** any right he or she may have to make a claim against Carrier therefor.

#### **13. Refusal of Passage**

Carrier reserves the right to refuse or revoke passage to, or remove from the Ship, persons who, in Carrier's sole judgment, may be refused admission into a port of landing or into the country of destination or for persons who may be suffering from a contagious disease or who, for any other cause, may be considered to be detrimental to the safety or comfort of themselves or others or pose a risk of harm to themselves or others. If Passenger is refused passage or is removed from the Ship for any of the reasons described in this paragraph, Carrier shall not be required to refund any portion of the fare paid for the Voyage and shall otherwise be free of any liability, including, without limitation, any costs or expenses incurred by Passenger in connection therewith.

#### **14. Transfer of Accommodations**

All accommodations on board the Ship are let on the condition that Passenger may be transferred from one unit of accommodation to another if required to accommodate other Passenger. Such transfers will be made into units of accommodation as similar as practicable.

## **15. Statutory Limitations**

In addition to all of the restrictions, exemptions and limitations of liability provided by this Contract, Carrier and the Ship shall have the benefit of any statutory limitation of liability or exoneration of liability available under applicable law, whether of the United States of America or otherwise, including, but not limited to, Title 46 US Code Sections 30501-30512, the International Convention Relating to Limitations of the Liability of Seagoing Ships 1957 (the Brussels Convention) and the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea 1974 including the 1976 protocol thereto (the Athens Convention).

## **16. Carrier's Assumed Liability**

The price of passage hereunder has been fixed partly with reference to the liability assumed by Carrier as defined in this Contract and no agreement, alternation or amendment creating any other or different liability shall be valid unless made in writing and signed by Carrier.

## **17. Boarding & Embarkation**

The Passenger is required to be at Carrier's pier at the port of initial embarkation at least two (2) hours before the scheduled Ship departure time for the Voyage in question. At the time of embarkation, the Passenger is responsible for having received all medical inoculations necessary for the Voyage and assumes all responsibility for obtaining and shall have in his or her possession a valid passport and all visas and travel and health documents required by any governmental authority, and if he fails to do so Carrier shall have no further obligation to transport or to furnish transportation to the Passenger. Passenger must maintain all necessary documents throughout the Voyage. Passenger shall indemnify Carrier for all penalties, fines, charges, losses and expenses imposed upon or incurred by Carrier by virtue of an act or violation of law by the Passenger. Any taxes and or fines on Passenger, embarkation expense, and all expenses of such a nature are to be paid by Passenger. Carrier shall have the right to deny boarding and will not be liable to refund Passenger's fare if Passenger is denied boarding due to lack of proper documents.

## **18. General Average**

The Passenger will not be liable to pay nor entitled to receive any general average contribution in respect to property taken with them on the Ship.

## **19. Invalidity**

Should any provision of this Contract be contrary to or invalid by virtue of the law of any jurisdiction in which this Contract is sought to be enforced or for any other reason, said provision is deemed to be severed from this Contract and shall be of no effect, but all remaining provisions herein shall remain in full force and effect.

## **20. Indemnification**

The Passenger shall at all times comply with the rules and regulations of the Ship and the orders and directions of the Ship's officers. The Passenger shall be liable to and shall reimburse Carrier for all damages to the Ship and any equipment, furnishings or

property on board the Ship caused directly or indirectly, in whole or in part, by any act or omission of the Passenger. The Passenger shall further indemnify the Carrier and the Ship and each and all of their agents, servants and other passengers against all liability whatsoever which the Carrier or the Ship or such agents, servants or other passengers may incur toward any person, entity or government authority arising from any personal injury, death or damage to property caused directly or indirectly, in whole or in part by any willful or negligent act or omission on the part of the Passenger. The Passenger shall indemnify the Carrier and/or the Ship and/or the Master for any fines or penalties imposed on the Ship by governmental authorities for Passenger's failure to observe or comply with local requirements in respect of immigration, customs and excise taxes or any other government regulations whatsoever.

## **21. Reduced Rates**

If this Contract is issued for or in connection with any passage at a reduced rate from the full regular fare ordinarily charged therefore, this Contract is only available for use on the sailing for which issued unless, upon Carrier's determination that available space exists, the Passenger pays to Carrier the difference between the reduced rate and the full regular fare. The Passenger agrees that any travel agent utilized by Passenger in connection with the purchase of Carriage is Passenger's agent and Passenger shall remain liable to Carrier for the full tariff rate of passage.

## **22. The Authority of the Ship's Captain and General Submission to Maritime Law**

- (a) Notwithstanding anything contained herein to the contrary, these Terms of Carriage shall be subject to all applicable international, national and local rules and regulations, insurance policies, the rules of any international or maritime organizations, classification societies, and other regulatory bodies, and to the general principles of the maritime law of the United States of America. The Passenger expressly acknowledges the authority of the Ship Owner, the Ship Manager, the Ship's Captain and each of his designees and submits to the lawful directions and requests of each of them and those who are delegated to act on their respective behalves. In particular, with respect to any condition or actions of any Passenger which the Captain of the Ship or his designee deems to be a hazard to the Ship or sufficiently objectionable so as to jeopardize the comfort and well being of the Ship, its crew, any Resident, or any other Passenger, the Captain of the Ship may take such action as he in his sole and absolute discretion shall determine to be necessary or appropriate, with or without notice to the Passenger.
- (b) It is expressly understood and agreed that the Captain may at any time remove any Passenger from the Ship or prohibit his boarding in furtherance of the Ship's compliance with applicable regulations restricting the number of people permitted to be on board, applicable law or as he may in his sole and absolute discretion determine to be necessary or appropriate to the safety, comfort or well being of the Ship, its crew or any other Passenger.

## **23. Reserved Rights**

Carrier reserves the right to increase fares without prior notice. In such event,

Passenger has the option to accept and pay such increase, or to cancel Passenger's reservation without penalty, not less than one (1) month prior to departure.

#### **24. Athletic/Recreational Activities**

Carrier shall not be liable for any injuries or damages which occur to Passenger while participating in athletic or recreational activities aboard the Ship or onshore at any port of call, including, but not limited to, Passenger participation in snorkeling/diving programs or Passenger usage of any paddle ball, tennis, basketball, golf, gymnasium, jogging, swimming, diving, marina, health club, whirlpool, pool, spa and sauna facilities. By utilizing said facilities, Passenger agrees (i) that Passenger is solely responsible for evaluating the risk of his or her use of such facilities and participation in any such activity and his or her competence, training and skill level to use such facilities and to participate in any such activity and (ii) to assume all risks arising therefrom and does hereby fully release and discharge Carrier from any and all claims, demands, damages, causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of Passenger's use or intended use of said facilities or participation in such activities.

#### **25. Fitness to Travel**

The Passenger represents and warrants that Passenger is physically and otherwise fit to travel on the voyage. Any physical or mental impairment or medical condition requiring special attention or treatment, including, without limitation, pregnancy, dialysis dependency and sight, hearing or mobility impairment, should be reported to Carrier when reservation is requested. A medical certificate certifying fitness for travel may be required of any Passenger at Carrier's request. Carrier reserves the right to refuse passage to women in advanced stages of pregnancy (i.e., past fifth month of pregnancy). Carrier strongly recommends that persons with sight, hearing or mobility impairments or requiring special needs be accompanied by, and share the same accommodations with, a responsible adult who is able to assist them both ashore and at sea.

Mobility-impaired Passenger requiring wheelchairs must bring on the Voyage their own wheelchair, as those wheelchairs which may be available on the Ship are for emergency use only. Carrier reserves the right to refuse or revoke passage to anyone who fails to notify Carrier of a medical disability, or who is, in the sole judgment of Carrier, in such physical or mental condition as to be unfit for travel, or who may require care, treatment and attention beyond that which Carrier can provide.

If Passenger is refused passage or is removed from the Ship for any of the reasons described in this paragraph, Carrier shall not be required to refund any portion of the fare paid for the Voyage and shall otherwise be free of any liability, including, without limitation, any costs or expenses incurred by Passenger in connection therewith. Carrier reserves the right to refuse or deny participation in any activities or programs either aboard the Ship or onshore at any port of call which are sponsored or promoted by Carrier to any Passenger who has, in the sole judgment of Carrier, past or present medical conditions that may present undue health risks in such activities and programs.

By acceptance of this Contract, the Passenger hereby releases Carrier from all liability for any injury or damage connected with the Voyage which is proximately caused by a pre-existing impairment or medical condition of Passenger.

## **26. Notices**

Except as otherwise expressly provided in this Contract, all written notices to Carrier in connection with this Contract must be mailed, postage prepaid, to The World of ResidenSea II, Ltd., c/o ROW Management, Ltd., 1551 Sawgrass Corporate Parkway, Suite 200, Fort Lauderdale, Florida 33323.

## **27. Headings**

The headings used herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Contract or the intent of any provision hereof.

## **28. Jurisdiction, Forum Selection, Choice of Law and Waiver of Jury Trial**

### **(a) Voyages That Do Not Depart From, Return To, or Visit a U.S. Port:**

- (i) All claims, controversies, disputes, suits and matters of any kind whatsoever arising out of, concerned with or incident to any Voyage that does not depart from, return to, or visit a U.S. port, or to this Contract if issued in connection with such a Voyage, shall be instituted only in the courts of The Bahamas, to the exclusion of the courts of any other county, state or nation. Bahamian law shall apply to any such proceedings.
- (ii) Notwithstanding any provision of this Contract or law to the contrary, as to any Voyage occurring wholly outside the United States, the Ship Owner claims the benefit of all restrictions, exemptions and limitations of liability set forth in the "Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1974" as well as the "Protocol to the Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1976" ("Athens Convention"), and the "Convention on Limitation of Liability for Maritime Claims" of 1976 ("LLMC Convention") which limit the liability of the Carrier for death of or personal injury to the Passenger to no more than 46,666 Special Drawing Rights ("SDRs") as defined therein, and all other limits for damage or loss to personal property. The value of 46,666 SDRs is equal to approximately U.S. \$70,900 (2010). A SDR is a fluctuating unit of value determined by currency value and other factors. If for any reason the Athens Convention is held not to apply, as a matter of law or contract, then the exemptions from and limitations of liability provided in or authorized by the laws of the United States (including 46 US Code Sections 30501-30512 may apply as well as any other applicable nation's laws limiting the Carrier's liability.

### **(b) Voyages That Depart From, Return To, or Visit a U.S. Port:**

With respect to any claims, disputes or controversies in connection with this Contract and/or the transportation furnished hereunder which arise from factual

events that take place in the United States on or during the course of the Voyage departing from, returning to or visiting a U.S. port: (a) this Contract shall be governed in all respects by the general maritime law of the United States of America without regard to conflict of law principles, provided however, all of the restrictions, exemptions, immunities, exonerations and limitations of liability set forth under this contract shall apply and be binding upon Passenger to the fullest extent of the law; (b) Carrier and Passenger each irrevocably agrees and submits to the exclusive venue and jurisdiction of the Courts of United States District Court for the Southern District of Florida, to the exclusion of all other courts or venues.

**(c) Waiver of Jury Trial:**

Each of the Ship Owner and you, each Resident, Passenger and guest hereby irrevocably and unconditionally **waives the right to trial by jury** in any legal or equitable action, suit, counterclaim or other proceeding arising out of or relating to these terms.