

# CHARTER CONTRACT

## IMPORTANT NOTICE TO PASSENGER(S) AND CHARTERING AGENTS

By chartering a cruise with Seaway Navigation And Tours, Ltd., the chartering agent  
( \_\_\_\_\_ ) name agrees to comply with the terms and conditions of this Charter Contract.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT ISSUED BY SEAWAY NAVIGATION AND TOURS, LTD, AND ACCEPTED BY YOU. SUBJECT TO THE IMPORTANT TERMS AND CONDITIONS APPEARING ON THE FOLLOWING PAGES. THE PROVISIONS ON THE FOLLOWING PAGES OF THIS CONTRACT ARE INCORPORATED AS THOUGH FULLY REWRITTEN ON THE FACE OF THIS CONTRACT. YOU REFERS TO ALL PERSONS TRAVELING UNDER THIS CONTRACT INCLUDING THEIR HEIRS, SUCCESSORS IN INTEREST AND PERSONAL REPRESENTATIVES.

NOTICE: THE ATTENTION OF PASSENGER(S) AND CHARTERING AGENTS IS ESPECIALLY DIRECTED TO CLAUSES 1, 2, 3 AND 7 THROUGH 11, WHICH CONTAIN IMPORTANT LIMITATIONS ON THE RIGHTS OF PASSENGER(S) TO ASSERT CLAIMS AGAINST SEAWAY NAVIGATION AND TOURS, LTD. LINES, THE VESSEL, THEIR AGENTS AND EMPLOYEES, AND OTHERS.

This is the entire agreement and contract between Seaway Navigation And Tours, Ltd. and Chartering Agents And Passenger(s) relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

1. It is agreed by and between the Passenger and Seaway Navigation And Tours, Ltd. that all disputes and matters whatsoever arising under, in connection with or incident to this Contract or the Passenger's cruise shall be litigated, if at all, in Admiralty, before the United States District Court for the Northern District of New York, and shall be held without a jury, or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a United States Admiralty court located in New York, U.S.A. to the exclusion of the Courts of any other state or country. If any provision of these terms shall be unlawful, void for any reason, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions

### IMPORTANT TERMS AND CONDITIONS OF CONTRACT - READ CAREFULLY

In consideration of the receipt of the full cruise fare, Seaway Navigation And Tours, Ltd's, agrees to transport Passenger(s) on the above - specified voyage on the following terms and conditions:

2. (a) Whenever the word "Seaway Navigation And Tours, Ltd." is used in this Contract it shall mean and include the Vessel, its owners, operators, employees, agents, and tenders. The term "Passenger(s)" shall include the plural where appropriate, and all persons or entities booking or purchasing passage and/or traveling under this Contract, including heirs, representatives and any accompanying minors. The masculine includes the feminine.

(b) This charter contract and related Passenger tickets are valid only for the person(s) named hereon as Passenger(s) on the voyage and cannot be transferred or modified without Seaway Navigation And Tours, Ltd's. written consent. It supersedes all prior contracts and representations, whether oral or written. The acceptance or use of a passenger ticket by the person(s) named hereon as Passenger(s) shall be deemed acceptance and agreement by each of them to all of the terms and conditions of this Passage Contract.

(c) All rights, exemptions from liability, defenses and immunities of Seaway Navigation And Tours, Ltd. under this contract shall also be for the benefit of Seaway Navigation And Tours, Ltd's. facilities, whether at sea or ashore, servants, agents, managers, affiliated or related companies, suppliers, shipbuilders and manufacturers of component parts and independent contractors, including, but not limited to, shore excursion or tour operators, retail shop personnel, and other concessionaires, who shall have no liability to the Passenger(s), either in contract or in tort, which is greater than or different from that of Seaway Navigation And Tours, Ltd.

3. The Passenger(s) admits a full understanding of the character of the Vessel and assumes all risks incident to travel and transportation and handling of Passenger(s) and cargo. The Vessel does not carry a ship's physician or other medical personnel. While underway, making way or in port the availability of medical care may be limited or delayed. Passenger(s) acknowledges that all or part of their voyage may be in areas where medical care and evacuation may not be available. Passenger(s) agrees to indemnify and reimburse Seaway Navigation And Tours, Ltd. in the event Seaway Navigation And Tours, Ltd. elects to advance the cost of emergency medical care, including medical care provided ashore as well as transportation and/or lodging in connection therewith.

(b) Seaway Navigation And Tours, Ltd.'s vessels visit numerous ports. Passengers assume responsibility for their own safety and Seaway Navigation And Tours, Ltd. cannot guarantee Passenger's safety at any time.

(c) All rights, exemptions from liability, defenses and immunities of Seaway Navigation And Tours, Ltd. under this contract shall also be for the benefit of Seaway Navigation And Tours, Ltd.'s facilities, whether at sea or ashore, servants, agents, managers, affiliated or related companies, suppliers, shipbuilders and manufacturers of component parts and independent contractors, including, but not limited to, shore excursion or tour operators, retail shop personnel, and other concessionaires, who shall have no liability to the Passenger(s), either in contract or in tort, which is greater than or different from that of Seaway Navigation And Tours, Ltd.

(d) The Passenger(s) admits a full understanding of the character of the Vessel and assumes all risks incident to travel and transportation and handling of Passenger(s) and cargo. The Vessel does not carry a ship's physician or other medical personnel. While underway, making way or in port the availability of medical care may be limited or delayed. Passenger(s) acknowledges that all or part of their voyage may be in areas where medical care and evacuation may not be available. Passenger(s) agrees to indemnify and reimburse Seaway Navigation And Tours, Ltd. in the event Seaway Navigation And Tours, Ltd. elects to advance the cost of emergency medical care, including medical care provided ashore as well as transportation and/or lodging in connection therewith.

4. Any travel agent, chartering agent or sales agent utilized by the Passenger(s) in connection with this contract is solely the agent of the Passenger(s) and not Seaway Navigation And Tours, Ltd. Seaway Navigation And Tours, Ltd. is not responsible for the financial condition or integrity of any travel agent, chartering agent or sales agent utilized by Passenger(s). In the event that an agent shall fail to remit to Seaway Navigation And Tours, Ltd. any monies paid to the agent by Passenger(s), Passenger(s) shall be and remain liable for the fare due to Seaway Navigation And Tours, Ltd., regardless of whether liability is asserted before or after embarkation. Any refund made by Seaway Navigation And Tours, Ltd. to a travel agent, chartering agent or sales agent on behalf of Passenger(s) shall be deemed payment to Passenger(s), regardless whether the monies are delivered by the travel agent, chartering agent or sales agent to Passenger(s). Receipt of this Charter Contract, any other documentation or notification pertaining to the cruise by Passenger(s) travel agent, chartering agent or sales agent shall constitute receipt by Passenger(s).

5. (a) Seaway Navigation And Tours, Ltd. shall not be liable for: (1) any loss or damage before personal property comes into Seaway Navigation And Tours, Ltd.'s actual custody on board or after baggage leaves Seaway Navigation And Tours, Ltd.'s actual custody on board, including, but not limited to, loss or damage by other transportation services; (2) any loss or damage of personal property while not in the actual possession, custody and control of Seaway Navigation And Tours, Ltd.; (3) damage due to wear, tear or normal usage; (4) any loss or damage of perishable items, medicine, liquor, cash, securities or other financial instruments, or (5) any loss or damage while in the custody and control of stevedores.

(b) It is stipulated and agreed that the aggregate value of Passenger's property, does not exceed \$50 per passenger.

(c) No Passenger is permitted to bring on board the Vessel live animals (other than qualified service animals), Weapons, Firearms, Ammunition, Explosives or other dangerous goods without written permission from Seaway Navigation And Tours, Ltd. Passenger will be solely responsible for any and all damage and/or loss caused by service animals.

6. Seaway Navigation And Tours, Ltd. has the right without previous notice to cancel this contract at the port of embarkation or any time during the voyage and shall thereupon issue to the Passenger, a voucher of equivalent value which shall be valid for one year after issuance. Under such circumstances, Seaway Navigation And Tours, Ltd. shall have no further liability for damages or compensation of any kind.

7. (a) The Chartering Agent warrants that he and those traveling with him are physically fit to travel at the time of embarkation. The Chartering Agent is required to notify Seaway Navigation And Tours, Ltd. in writing at the time of booking the cruise of any physical disability or medical condition which may require special assistance during the voyage. Failure to do so will release Seaway Navigation And Tours, Ltd. from any liability for loss, damages or other compensation arising from or related in any way to such disability or condition.

(b) Upon booking the cruise, Passenger(s) who have special needs are required to contact Seaway Navigation And Tours, Ltd. to discuss the details of their special needs. Seaway Navigation And Tours, Ltd. reserves the right to require that any Passenger(s), who is, or are not, self-sufficient, travel with a companion who shall take responsibility for any assistance needed during the voyage and in case of emergency.

(c) The Vessel is not able to accommodate wheelchairs. Passenger(s) with mobility impairments must be accompanied by someone who is able to assist Passenger(s), on shore and on board the Vessel, and is responsible for providing Passenger(s) all necessary aid and facilities. If any such condition arises after the cruise is booked, Passenger(s) is required to advise Company in writing immediately. Company and all personnel aboard the Vessel shall have no liability to Passenger(s) relating to such condition or its treatment.

(d) Seaway Navigation And Tours, Ltd. and the Master each reserves the right to refuse passage, disembark, restrain or confine any Passenger(s) whose physical or mental condition, or behavior would be considered in the sole opinion of the Captain to constitute a risk to

the Passenger(s) own well-being or that of any other Passenger(s) or crew member. Seaway Navigation And Tours, Ltd. and the Master reserve the right to disembark any Passenger(s) whose behavior affects the comfort, enjoyment, safety or well being of other Passenger(s) or of any crew.

8. (a) The Chartering Agent and Passenger(s) acknowledges that all Shore excursions/tours (whether conducted in the water or land), are either operated by or are independent contractors. Seaway Navigation And Tours, Ltd. neither supervises nor controls their actions, nor makes any representation either express or implied as to their suitability. Passenger(s) agrees that Seaway Navigation And Tours, Ltd. assumes no responsibility, does not guarantee performance and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury or delay to Passenger(s) and/or Passenger(s) property or effects in connection with said services. Passenger(s) use the services of all independent contractors at the Passenger(s) sole risk.

9. (a) Seaway Navigation And Tours, Ltd. shall not be liable for any claims whatsoever for personal injury, illness or death of the Passenger(s), unless full particulars in writing are given to Seaway Navigation And Tours, Ltd. within 6 months 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 1 year after the date of the injury, event, illness or death, and unless served on Seaway Navigation And Tours, Ltd. within 120 days after filing. Passenger(s) expressly waives all other potentially applicable state or federal limitations periods.

(b) Seaway Navigation And Tours, Ltd. shall not be liable for any claims whatsoever, other than for personal injury, illness or death of the Passenger(s), unless full particulars in writing are given to Seaway Navigation And Tours, Ltd. within 30 days after the Passenger(s) 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 6 months after the date Passenger(s) is landed from the Vessel or in the case the Voyage is abandoned, within six months thereafter, and unless served upon Seaway Navigation And Tours, Ltd. within 120 days after filing. Passenger(s) expressly waives all other potentially applicable state or federal limitation periods for claims which, include but are not limited to, allegations concerning any and all civil rights, the ADA, trade practices and/or advertising.

(c) In consideration for the fare paid, it is agreed that Seaway Navigation And Tours, Ltd. shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by Seaway Navigation And Tours, Ltd. nor for any intentional or negligent acts of Seaway Navigation And Tours, Ltd.'s employees committed while off duty or outside the course and scope of their employment.

(d) In consideration for the fare paid, it is agreed that Seaway Navigation And Tours, Ltd. shall have no liability as a consequence of Passenger(s) decision to participate in any or recreational activity or event.

10. (a) Seaway Navigation And Tours, Ltd. 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 were caused by the negligence of Seaway Navigation And Tours, Ltd. and resulted from the same passenger sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are held to be intentionally inflicted by Seaway Navigation And Tours, Ltd.

(b) In addition to all the restrictions and exemptions from liability provided in this Contract, Seaway Navigation And Tours, Ltd. shall have the benefit of all Statutes of the United States of America providing for limitation and exoneration from liability and the procedures provide thereby. Nothing in this Contract is intended to nor shall it operate to limit or deprive Seaway Navigation And Tours, Ltd. or any such statutory limitation of or exoneration from liability under any applicable laws.

11. Seaway Navigation And Tours, Ltd. reserves the right to increase published fares without prior notice. In the event of an increase, the Passenger(s) has the option of accepting the increased fare or canceling reservations without penalty. Seaway Navigation And Tours, Ltd. reserves the right to use any substitute ship in the performance of this contract.

12. Partial charters are group sales which permit customized menus, departure times or specifically requested seating arrangements. Partial charters do not ensure exclusive use of the vessel. Seaway Navigation And Tours, Ltd will pursue additional Passengers for carriage on the partial charter voyages. Reservations for partial charters will be held until the scheduled departure time. No refunds will be made in the event of "no shows", unused tickets, lost tickets, interruptions, partially used tickets, or cancellations received late or after the start of the cruise. A cancellation occurs when the Passenger(s) is not aboard the vessel within 15 minutes prior to scheduled departure. Cancellation charges for partial or full charters will result in loss of deposit.

13. Full charters are group sales which permit exclusive use of the vessel, customized departure times, voyage duration and customized meal services.
14. (a) The Vessel shall be entitled to leave and enter ports with or without pilots or tugs, to tow and assist other vessels in any circumstances, to return to or enter any port at the Master's discretion and for any purpose and to deviate in any direction or for any purpose from the direct or usual course, and to omit or change any or all port calls, arrival or departure times, with or without notice, for any reason whatsoever, including but not limited to safety, security, adverse weather, strikes, tides, currents, winds, hostilities, emergency debarkations of Passenger(s) or crew, car or motor coach departures or arrivals, all such deviations being considered as forming part of and included in the proposed voyage. Seaway Navigation And Tours, Ltd. shall have no liability for any compensation or other damages in such circumstances.
- (b) The ship's Master may delay, cancel or re-route any sailing or change the vessel's course to exclude the lake and instead cruise the historic Erie Canal for any reason within his sole discretion. If a voyage is cancelled for this reason, you and your guests may stay aboard the vessel while she is tied up at her dock.
15. The Passenger(s) or Passenger(s) estate shall be liable to and shall reimburse Seaway Navigation And Tours, Ltd. for all deviation expenses (including loss of revenue), damages to the Vessel, its furnishings, operations or equipment, or any property of Seaway Navigation And Tours, Ltd. caused directly or indirectly, in whole or in part, by any misconduct, willful or negligent act or omission on the part of the Passenger(s) or any minors traveling with Passenger(s). The Passenger(s) or Passenger(s) estate shall defend and indemnify Seaway Navigation And Tours, Ltd. and the Vessel, their servants and agents against liability which Seaway Navigation And Tours, Ltd. or the Vessel or such servants or agents may incur towards any person, company or Government for any damage to property, personal injury or death caused directly or indirectly, in whole or in part, by any misconduct, willful or negligent act or omission on the part of the Passenger(s) or minors traveling with Passenger(s).
16. If the performance of the proposed voyage is hindered or prevented by war, hostilities, blockage, ice, currents, winds, labor conflicts, strikes on board or ashore, seizure under legal process, breakdown of the Vessel, congestion, docking difficulties or any other cause whatsoever or if Seaway Navigation And Tours, Ltd. or the Master considers that for any reason whatsoever, proceeding to, attempting to enter, or entering or remaining at the port of Passenger(s) destination may expose the Vessel to risk or loss or damage or be likely to delay her, the Passenger(s) and his property may be landed at the port of embarkation or at any port or place at which the Vessel may call, at which time the responsibility of Seaway Navigation And Tours, Ltd. shall cease and this contract shall be deemed to have been fully performed, or if the Passenger(s) has not embarked, Seaway Navigation And Tours, Ltd. may cancel the proposed voyage without liability to refund passage money or fares paid in advance.
17. Seaway Navigation And Tours, Ltd. and the Vessel shall have a lien upon all Passenger(s) property, money and other property whatsoever accompanying the Passenger(s) and the right to sell the same by public auction or otherwise for any amount due from the Passenger(s) under this contract and for the costs and expenses of enforcing such lien and such sale.
18. If Passenger(s) is denied boarding, confined or restrained or disembarked from the vessel pursuant to any provision of this contract, Passenger(s) agrees:
- (a) Seaway Navigation And Tours, Ltd. will not be liable for any refund of Cruise Fare, other compensation or any damages
  - (b) Disembarkation and repatriation to the embarkation port or any other destination will be at Passenger(s) sole expense.
  - (c) To indemnify Seaway Navigation And Tours, Ltd. and that Seaway Navigation And Tours, Ltd. may charge Passenger(s) on-board charge account for any and all expenses incurred by Seaway Navigation And Tours, Ltd. in relation to Passenger(s) disembarkation and/or repatriation.

19. Chartering agent or sales agent represents and warrants that Passenger(s) associated with the charter are 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 staff; that his/her conduct will not impair the safety of the Vessel or inconvenience other Passenger(s).
20. Passenger(s) hereby consents to a reasonable search being made of 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, or the Vessels Master impair the safety of the Vessel or inconvenience other Passenger(s).
21. Travel agent, chartering agent, sales agent and Passenger(s) 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 by Passenger(s).
22. Seaway Navigation And Tours, Ltd does not discriminate against persons on the basis of disability.
23. Any child under the age of eighteen must be accompanied by an adult over the age of twenty-one. If the accompanying adult is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian of the child and received by Company prior sailing.
24. Seaway Navigation And Tours, Ltd makes no representations concerning and has no responsibility for tours, including, without limitation, shore excursions, restaurants and transportation, whether by vessel, land or other means, not owned or operated by Seaway Navigation And Tours, Ltd.. Seaway Navigation And Tours, Ltd shall have no obligation or liability of any kind to Chartering Agents, or Passenger(s) for acts or omissions in connection with or arising out of arrangements with independent contractors. Arrangements with independent contractors include, but are not limited to the following: (1) surface transportation; (2) services or products available for Passenger(s) convenience aboard the Vessel; (2) services, products or transportation provided other than aboard the Vessel furnished by others, including without limitation, sight-seeing tours, pre-cruise and post-cruise tours, excursions, shore trips and tender service and meal services. The Passenger(s) agreements with independent contractors are not covered by this Contract and shall be subject to the terms and conditions of Passenger(s) agreements with such carriers and independent contractors, whether or not any products sold, services tendered or transportation provided to Passenger(s) is arranged directly or through Company. Passenger(s) agrees that all rights, exemptions from liability, defenses and immunities of whatsoever nature referred to in this Contract applicable to Company or 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(s) different from that of Company.
25. No staff doctors, nurses or medical professionals are employed by Seaway Navigation And Tours, Ltd.. If Passenger(s) requires medical attention during the trip, medical services will be provided at local facilities. Passenger(s) shall be responsible for all costs and expenses of medical services, treatment and medications. Company shall have no liability whatsoever for any costs incurred in connection with medical services, or for the quality of care Passenger(s) receives. Passenger(s) consents to treatment by medical professionals designated by Company, if Passenger(s) is unable to request or authorize medical treatment and, in the opinion of the Vessel's Master, medical attention is necessary, solely at the expense of Passenger(s) and without liability to Company.
26. Any and all payments by Passenger(s) to Company shall be made in currency of the United States of America or such other currency acceptable to Seaway Navigation And Tours, Ltd. All charges for services and products provided on board the Vessel must be settled in cash or charged (via credit card acceptable to Seaway Navigation And Tours, Ltd) before Passenger(s) final disembarkation from the Vessel. Any other expenses incurred by Passenger(s) or by Seaway Navigation And Tours, Ltd on behalf of Passenger(s) shall be payable by the travel agent, chartering agent demand.
27. Seaway Navigation And Tours, Ltd shall not be liable in any way to Passenger(s) for death, bodily injury, illness, damage, delay or other loss or detriment to person or property or for Company's failure to commence, perform and/or complete any duty owed to Passenger(s) 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, weather conditions, high or low water levels, lock malfunction, currents, that may arise or be caused by, riots, insurrection and government restraint, fire, or any other cause whatsoever beyond the reasonable control of Seaway Navigation And Tours, Ltd.

All written notice required by this Contract must be mailed, postage prepaid to:

Seaway Navigation And Tours, Ltd  
PO Box 392  
Baldwinsville, NY 13027

The provisions of this ticket/contract represent the entire agreement and a binding contract between Passenger(s) and Seaway Navigation And Tours, Ltd. Passenger(s) acceptance of this contract constitutes Passenger(s) consent to these provisions. These provisions supersede oral or Written representations. Any change in these provisions must be in writing and signed by the President of Seaway Navigation And Tours, Ltd and May require a commensurate increase in fare.

\_\_\_\_\_ (Printed Name Of Chartering Agent)

\_\_\_\_\_ (Signature of Chartering Agent)

\_\_\_\_\_ (Date)