

# **Overseas Adventure Travel Passenger Agreement**

**IMPORTANT NOTICE TO PASSENGERS: THE TERMS AND CONDITIONS IN THIS AGREEMENT GOVERN YOUR TRIP BOOKING, AND WHERE APPLICABLE, YOUR SMALL SHIP OR RIVER CRUISE. THESE TERMS AND CONDITIONS COLLECTIVELY REFERRED TO AS THE “PASSENGER AGREEMENT” CONSTITUTE A LEGALLY BINDING CONTRACT AND THE ENTIRE AGREEMENT GOVERNING THE RELATIONSHIP BETWEEN YOU AND THE COMPANY. THERE IS NO VERBAL OR WRITTEN REPRESENTATION, WARRANTY, PRIOR AGREEMENT OR DESCRIPTION OF SERVICES OTHER THAN AS EXPRESSED HEREIN.**

**READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING. YOUR ATTENTION IS ESPECIALLY DIRECTED TO SECTIONS 2, 3 AND 16 REGARDING LIMITING OUR LIABILITY FOR YOUR DEATH, ILLNESS OR INJURY, AS WELL AS DAMAGE CLAIMS RELATING TO BAGGAGE AND PERSONAL PROPERTY, REQUIRING ARBITRATION (WITHOUT A JURY) OF ALL CLAIMS, FORUM SELECTION, CHOICE OF LAW, WAIVER OF CLASS ACTION RIGHTS, AND LIMITATION OF TIME TO BRING A CLAIM.**

**YOU ARE FURTHER DIRECTED TO CAREFULLY READ AND UNDERSTAND SECTION 4, WHICH CONTAINS IMPORTANT ACKNOWLEDGMENTS AND ACCEPTANCE OF RISKS REGARDING COVID-19, AS WELL AS TERMS, CONDITIONS, AND POLICIES RELATED TO PUBLIC HEALTH, INCLUDING A COVID-19 VACCINATION REQUIREMENT.**

**IF YOU DO NOT AGREE WITH THE TERMS OF THIS PASSENGER AGREEMENT, DO NOT ACCEPT. INSTEAD, CALL AND CANCEL YOUR RESERVATION AND WE WILL REFUND ANY DEPOSIT PAID. ONCE THIS PASSENGER AGREEMENT IS ACCEPTED, YOU CANNOT SUBSEQUENTLY REJECT IT. HOWEVER, YOU CAN CANCEL YOUR RESERVATION SUBJECT TO ANY CANCELLATION PENALTIES THAT MAY APPLY.**

By accepting, you certify that you are an adult with full legal authority to enter into this Passenger Agreement for yourself and on behalf of all accompanying passengers on your reservation. You further affirm that you have read the terms of this Passenger Agreement, and that you understand and accept all such terms and conditions. The Passenger Agreement terms must be accepted within 21 days (72 hours for bookings made within 45 days of departure), or your reservation will be cancelled.

## **1. DEFINITIONS**

The word “you” or “passenger” refers to each passenger booking, purchasing or traveling on a tour, Small Ship Cruise or River Cruise (also collectively referred to herein as “cruise”), including any accompanying minors, and all of the passenger’s heirs, successors in interest and personal representatives.

“Company” or the term “we” or “us” refers to Grand Circle LLC, a Delaware limited liability company, and all affiliated companies including but not limited to Grand Circle Foundation Inc., the Tour Operators, Vessel Owners and Vessel Operators and the vessels these entities own or operate, (including their managers, charterers, agents, pilots, officers, crew, tenders shipbuilders and manufacturers of all component parts and all suppliers), and each of their owners, shareholders, directors, officers and employees.

“COVID-19 Policies and Procedures” means those requirements, terms, conditions, and policies adopted by the Company to mitigate the risk of COVID-19 on a tour or cruise. The Company reserves the right to alter its COVID-19 Policies and Procedures as necessary in its sole discretion.

“Program Price” refers to the sum of the price for your base (main) tour, plus single supplement (if applicable); any airfare booked through us; any air add-on costs booked through us; included government taxes, fees, or port charges; and pre- or post-trip extension costs. Program Price does not include any other items, such as surcharges, excluded government taxes or fees, service fees, etc. (collectively, “Other Items”).

“Suppliers” are independent third party providers of services. See “Tour Operator” Section 2 below.

“Tour Operator” or “Operator” means the actual Grand Circle entity acting as the tour operator, as is further defined in Section 2 below, for your booking. For all programs that include a cruise aboard the vessels *Athena*, *Artemis*, *Arethusa*, *M/V Clio*, *Corinthian*, *River Adagio*, *River Aria*, or *River Harmony*, your Tour Operator is GCCL (Cayman) Fleet Management Limited, a Grand Circle entity incorporated in the Cayman Islands. For all other programs, your Tour Operator is Grand Circle LLC.

“Trip” means the tour package you booked with us. This Trip includes the base (main tour) plus any booked pre- or post- trip tour extension you have purchased and any optional tour you purchased either beforehand or while on your Trip.

“Trip Price” refers to the Program Price plus the Other Items (but excluding the cost of the non-refundable Travel Protection Plan). Fees that are payable to third parties, such as airline baggage fees, visa fees, or onsite government taxes are not included in your Trip Price.

“Vessel Operator” means

- *Arethusa*, *Artemis* and *Athena*: GCCL (Cayman) Small Ships Management Limited, One Nexus Way, Camana Bay, Grand Cayman KY1-9005, Cayman Islands
- *Bizet*: Naviseine SARL, 1 Cours Albert Thomas 69003 Lyon, France
- *M/V Clio*: GCCL (Cayman) Ocean Fleet Mgmt, One Nexus Way, Camana Bay, Grand Cayman KY1-9005.
- *Corinthian*: GCCL (Cayman) Ocean Fleet Mgmt, One Nexus Way, Camana Bay, Grand Cayman KY1-9005.
- *River Adagio*, *River Aria*, and *River Harmony*: GCCL (Malta) RMD Fleet Management Ltd., 198 Old Bakery Street, Valletta VLT 1455, Malta
- *River Chanson*: GCCL (France) Fleet Management, 1 Cours Albert Thomas 69003 Lyon, France

“Vessel Owner” means

- *Arethusa*, *Artemis*, *Athena*: GCCL (Malta) Fleet 1 Limited, 198 Old Bakery Street, Valletta VLT 1455, Malta
- *Bizet*: Bizet Schiff GmbH, c/o Balconsult AG, Lange Grasse 4, 4052 Basel, Switzerland
- *M/V Clio*: GCCL (Cayman) Fleet 1 Limited, One Nexus Way, Camana Bay, Grand Cayman KY1-9005, Cayman Islands
- *Corinthian*: GCCL (Malta) Fleet 4 Limited, 198 Old Bakery Street, Valletta VLT 1455, Malta
- *River Adagio*: Adagio Schiff GmbH, c/o Balconsult AG, Lange Grasse 4, 4052 Basel, Switzerland
- *River Aria*: Aria Schiff GmbH, c/o Balconsult AG, Lange Grasse 4, 4052 Basel, Switzerland
- *River Chanson*: GCCL (Malta) Fleet 3 Limited, 198 Old Bakery Street, Valletta VLT 1455, Malta
- *River Harmony*: Harmony Schiff GmbH, c/o Balconsult AG, Lange Grasse 4, 4052 Basel, Switzerland

Any vessels used in your tour that are not listed under Vessel Owner or Vessel Operator above are owned and operated by non-affiliated third parties. We reserve space on those vessels for our passengers.

## 2. **TOUR OPERATOR**

- a) We are a “tour operator.” This means that we organize, promote, and sell tour programs consisting of certain travel services that are provided by independent third parties (“Suppliers”) except in very limited circumstances involving our affiliated Vessel Owners and Vessel Operators that own and operate certain of the vessels used on our tours. Except for this specific exception, all travel activities and services provided in connection with, before, after or during your tour or cruise including but not limited to hotels, restaurants and other food providers, tour guides (Trip Leaders and Program Directors), local guides, ground operators, providers of optional tours and shore excursions, or transportation of any kind by any vessel, aircraft, bus or other mode of transportation, are provided, owned and operated by independent third party contractors whose employees, facilities, products and services are not subject to our supervision or control.
- b) In providing tour operator services or selling reservations or tickets in connection with any optional tours, shore excursions, services or transportation or by accompanying you during such activities, we do so as a convenience to you and shall be entitled to impose a charge and earn a profit from the sale of such excursions, services or transportation, but we do not undertake to supervise or control such independent contractors or their employees, facilities, products or services.
- c) The Suppliers providing services for your tour are independent contractors and are not our agents, employees, servants, or joint venturers. To the extent we book air transportation for you, we act as an agent of the air carrier and not as your agent. For all other purposes, we do not act as an agent for any party whatsoever.
- d) In the course of your tour, you may see the name Grand Circle or its brand names such as “Grand Circle Travel”, “Grand Circle Cruise Line”, “Overseas Adventure Travel”, “Grand Circle Foundation”, or hear or see the use of the word “our” to denote hotels, transportation vehicles or vessels. We may also use sign placards with these names. Any such use is purely for reasons of identification and does not denote any agency, joint venture, or ownership, supervision, or control by us in any way.

### **3. LIMITATIONS OF OUR LIABILITY**

Except as otherwise expressly provided herein, for the purposes of the defenses, limitations of liability and rights of Company set forth in this Passenger Agreement only, “Company” also includes any vessel used in your tour (or any substituted vessel) whether owned or operated by Company, the vessel’s owners, operators, managers, charterers, and agents, any affiliated or related companies thereof and their officers, crew, pilots, agents or employees, and all concessionaires, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to any such ship or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.

Additionally, unless otherwise expressly provided herein, all limitations of liability apply to your tour, Small Ship or River Cruise.

- a) The responsibility of Company in connection with your tour is strictly limited. Company makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of any Supplier and any transportation, tours, services, products or facilities provided by Suppliers. We are not liable for any claim for loss, damage, injury, death, misrepresentation, delay, inconvenience or disappointment, arising from any action by a Supplier, including but not limited to any negligent or willful act or failure to act of any Supplier or of any other third party. We will not be liable to you for any claim unless the occurrence was due to our own gross negligence or willful fault. You agree that in no event shall we be liable in any claim for other than compensatory damages, including but not limited to any indirect, consequential, punitive special or exemplary, or incidental damages, however caused, and whether sought in contract, tort or under any other theory of liability, and regardless of whether we have

been advised of the possibility of such damages. Notwithstanding the foregoing, Operator's liability for compensatory damages hereunder shall in no event exceed the amount actually paid by you to Operator for the trip giving rise to the claim. The foregoing limitation of liability shall not apply to liability for death or personal injury to the extent applicable law prohibits such limitation.

b) In connection with your cruise, Company shall not be liable for any tours, activities, products or services, other than aboard Company's vessels and tenders, provided in connection with, before, after or during your cruise, including but not limited to pre and post cruise activities, shore excursions, hotel accommodations, meals, or transportation of any kind by any vessel, aircraft, or other conveyance, including, but not limited to, air travel to and from the vessel which are provided, owned and/or operated by independent contractors whose employees, facilities, conveyances, products and services are not subject to Company's supervision or control. Company accepts no liability for any loss, delay, damage, injury, death, misrepresentation arising from any excursion, service or transportation or any loss, delay or disappointment for any cancellations of any excursion, service or transportation.

c) Company makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of any Suppliers or other such contractors, transportation, tours, services, products or facilities.

d) Company is not responsible for any injury, loss, or damage to person or property, death, delay, disappointment or inconvenience in connection with the provision of, or failure to provide, any goods or services occasioned by or resulting from—but not limited to—acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, outbreaks of communicable disease (including but not limited to epidemics and pandemics), governmental travel restrictions due to any cause, mechanical or other failure of vessels, airplanes or other means of transportation or for the failure of any transportation mechanism to arrive or depart on time, or for any other cause beyond the direct control of Company.

e) Some tours include visits to shops and merchants. Company is not responsible for any purchases you make during your tour, whether or not that merchant is part of the scheduled itinerary.

f) You agree that Company's liability for loss or damage to baggage or personal property is limited to U.S. \$500 per bag. Company does not undertake to carry as baggage on any cruise any tools of trade, household goods, fragile or valuable items, precious metals, jewelry, documents, negotiable instruments or other valuables, including but not limited to those specified in Section 30503 of Title 46 of the United States Code. You warrant that no such items will be presented to Company as baggage on any cruise, and release Company from all liability whatsoever for loss of or damage to such items when presented to Company in breach of this warranty. Passengers are strongly urged to keep valuables, irreplaceable items and medicines in their possession at all times and not to pack such items in baggage or suitcases handled by others. Company shall not be liable for any loss, theft or damage to valuables left unattended in your hotel room, on any bus or other mode of transportation or any facility or location during your tour, nor for any valuables lost, damaged or stolen during a cruise. For purposes of this Subsection, valuables include but are not limited to cash, jewelry, electronic devices (including laptops and tablets), cameras, cellular phones, medical equipment/devices, eye wear and medications.

g) All health, medical or other personal services provided in connection with your cruise are provided solely for the convenience and benefit of passengers who may be charged for such services. You accept and use medicine, medical treatment and other personal services available on the vessel or elsewhere at your sole risk and expense without liability or responsibility of Company whatsoever. Doctors, nurses or other medical or service personnel work directly for passenger and shall not be considered to be acting under the control or supervision of Company, since Company is not a medical provider. Similarly, and

without limitation, all spa personnel, photographers, instructors, guest lecturers and entertainers and other service personnel aboard a cruise shall be considered independent contractors who work directly for the passenger.

h) In connection with your cruise, Company shall not be liable to the passenger for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances, except for such attributable to passenger's physical injury or as the result of passenger having been at actual risk of immediate physical injury proximately. On cruises where the passenger commences the cruise by embarkation or disembarks at the end of the cruise in a port of a European Union Member State, Company shall be entitled to limit its liability under EU Regulation 392/2009 for personal injury or death of a passenger to no more than 400,000 Special Drawing Rights ("SDR") (approximately \$608,000, which fluctuates depending on the daily exchange rate as published in the *Wall Street Journal*). /.

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i) In addition to all the restrictions and exemptions from liability provided in this Passenger Agreement, Company shall have the benefit of all the statutes of the United States of America providing for limitation and exoneration from liability and the procedures provided thereby, including but not limited to Title 46 of the United States Code sections 30501 through 30509, and 30511. Nothing contained in this Passenger Agreement shall limit or deprive Company of the benefit of the applicable statutes or laws of the United States of America (including but not limited to the Death on the High Seas Act, Title 46 of the United States Code, sections 30301 through 30308), or the statutes or laws of or any other country; or any international convention providing for release from, or limitation of, liability.

#### **4. ACKNOWLEDGEMENT AND ACCEPTANCE OF HEALTH RISKS; COVID-19 POLICIES AND PROCEDURES (INCLUDING VACCINATION REQUIREMENT); SAFETY AND SECURITY**

a) YOU ARE ENCOURAGED TO DISCUSS THE ADVISABILITY OF TRAVEL WITH YOUR PHYSICIAN AND TO REVIEW THE WEBSITES OF THE UNITED STATES CENTERS FOR DISEASE CONTROL AND PREVENTION ("CDC"), THE WORLD HEALTH ORGANIZATION ("WHO") OR OTHER RELEVANT GOVERNMENT AGENCIES FOR UPDATED INFORMATION. YOU ACKNOWLEDGE, UNDERSTAND AND ACCEPT THAT WHILE TRAVELLING (WHETHER BY AIR, AUTOMOBILE, BUS, TRAIN, WATER VESSEL, OR IN ANY OTHER WAY), WHILE IN TERMINALS AND BOARDING AREAS, DURING STAYS AT HOTELS OR OTHER LODGINGS, OR AT ANYTIME DURING A TOUR OR CRUISE, YOU OR OTHER PASSENGERS MAY BE EXPOSED TO COMMUNICABLE ILLNESSES, INCLUDING BUT NOT LIMITED TO COVID-19, INFLUENZA, COLDS AND NOROVIRUS. YOU FURTHER UNDERSTAND AND ACCEPT THAT THE RISK OF EXPOSURES TO THESE COMMUNICABLE ILLNESSES AND OTHERS IS INHERENT IN MOST ACTIVITIES WHERE PEOPLE INTERACT OR SHARE COMMON FACILITIES, BEYOND THE COMPANY'S OR SUPPLIER'S CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. YOU KNOWINGLY AND VOLUNTARILY ACCEPT THESE RISKS AS PART OF THIS PASSENGER AGREEMENT, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURES, AND/OR ALL RELATED DAMAGES, LOSS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.

b) We provide tours to a large number of countries around the world. You agree to assume responsibility for your own health and safety, and we cannot guarantee your safety at any time. Local conditions, including infrastructure, road conditions, medical care, safety and security, may differ significantly from those found in the United States; beaches may have strong currents, riptides, or high waves and be without warning signs or lifeguards. At any given moment there are also likely to be "trouble spots" in the world in terms of communicable disease outbreaks, war, terrorism, crime, Acts of

God, civil commotions, labor trouble, and/or other potential sources of harm. The United States Department of State, Centers for Disease Control and Prevention (CDC), and other governmental and tourist organizations provide information on foreign countries, including details of local conditions in specified cities and countries according to such agency's perception of risks to travelers. We strongly recommend you obtain and consider such information when making travel decisions. We assume no responsibility for gathering such information or providing it to you.

## **5. MEDICAL CARE; TRAVEL PROTECTION**

You recognize and agree that we are not in the business of providing medical services and/or operating medical facilities. You acknowledge that the medical benefits provided under the non-refundable Travel Protection Plan (if purchased) are provided and administered by non-affiliated third parties, whose identities are listed under the travel protection plan documents. You therefore agree that we are not responsible for the provision of, or adequacy of, any medical care provided including but not limited to any medical care provided under the Travel Protection Plan.

During your tour, while at sea or in port, the availability of medical care may be limited or delayed. You acknowledge that all or part of your tour or voyage may be in areas where medical care and evacuation may not be available. You agree to indemnify and reimburse Company in the event Company elects to advance the cost of emergency medical care, including medical care provided ashore as well as transportation and/or lodging in connection therewith.

For your benefit, we strongly recommend that you purchase travel protection to protect against loss or damage to baggage and personal effects, trip cancellation and interruption, emergency evacuation, accidental death or injury, illness and medical expenses sustained or incurred in connection with your cruise and/or tour.

## **6. AUTHORITY TO DECLINE PASSENGERS OR REMOVE PASSENGERS FROM TRIPS OR CRUISES**

We reserve the right to accept or reject any person as a tour or cruise passenger. We reserve the right to expel any passenger from a tour or disembark a passenger from a vessel if we deem this necessary for the comfort, convenience or safety of the tour or cruise participants, including if your behavior is deemed to cause or be likely to cause danger, distress or annoyance to other passengers or if we reasonably determine your condition would adversely affect your health, safety or enjoyment or that of other passengers. If we remove you from a trip in progress or disembark you from a vessel, you will not be entitled to any refund, payment, compensation or credit of any kind for unused or missed services or costs incurred resulting from the termination of the travel arrangements and you will be responsible for your travel costs to return back home.

## **7. RESERVATIONS AND PAYMENTS**

- a) Land Tours: A deposit of \$350 per person is required to secure your reservation. To secure reservations on a trip departing within 90 days, a full payment is required at the time of booking.
- b) River Cruises and Small Ships: A deposit of \$500 per person is required to secure your reservation. To secure reservations on a trip departing within 90 days, a full payment is required at the time of booking.

- c) All other programs: Please see individual program rate charts in the program's catalog for your per-person deposit requirement.

Final payment for all trips is due at least 90 days prior to departure, unless otherwise stated next to the individual program rate chart in the program's catalog. Operator reserves the right to cancel reservations that are not paid in full at any time after final payment is due, in which case cancellation charges will apply. Program rate charts state prices per person and are based on double occupancy. "Other Items" that are not part of our Program Price will be billed as separate items on your invoice. Surcharges, port charges, taxes, or fees that go into effect or increase prior to the payment in full of your invoice will be added to your invoice.

The following taxes and fees will be included in your air add-on cost:

Government and other authority taxes and fees: September 11th Security Fee: A September 11th Security Fee of up to \$2.50 USD applies per passenger, per flight segment (maximum charge per trip—\$5.00 USD one-way, \$10.00 USD round-trip). A flight segment is defined as one takeoff and one landing. Passenger Facility Charge: A Passenger Facility Charge (PFCs) of up to \$16 per passenger. Federal Domestic Flight Segment Fee: A federal domestic flight segment fee of up to \$3.30 USD applies per passenger, per flight segment (defined as a takeoff and a landing). US or International Departure and Arrival Charges: US or international departure and arrival charges of up to \$200 may apply depending on itinerary.

Every effort has been made to produce pricing information accurately. Operator reserves the right to correct promotional or pricing errors at any time, make changes to special savings policies (changes might include, but are not limited to, reducing or eliminating potential savings and/or reducing the time periods for you to avail of programs such as the Vacation Ambassador, Group Travel, Good Buy Plan programs or similar), or to increase the Trip Price in the event of cost increases due to changes in airfares, cruise fares, currency fluctuations, park fee increases, taxes, or fuel surcharges, or other reasons, unless you pre-paid according to the terms of the Good Buy Plan prior to the cost increase going into effect.

## **8. CANCELLATIONS AND REFUNDS**

a) If you must cancel your trip, you may do so by calling 1-800-221-0814, by selecting the "contact us" link on our website [www.oattravel.com](http://www.oattravel.com), or by letter. Send letters of cancellation to: Overseas Adventure Travel, 347 Congress Street, Boston, MA 02210. Cancellation charges will be calculated as of the date we receive your cancellation. Cancellation charges and refunds shall be calculated in accordance with the terms of this Passenger Agreement. If you are due a refund, you first must return your air tickets and, if applicable, cruise tickets to Operator. Any applicable refunds will be returned to you in a manner to be determined by the Company, including, but not limited to, credit for future travel. The majority of applicable refunds are processed within 90 days of receipt of your cancellation.

b) Processing Fee: All cancellations made later than twenty-one days after booking are subject to a non-refundable fee of \$300 and additional cancellation charges per the schedule below. Cancellations made within 21 days after booking will be subject to the same fee, unless the reason for canceling given at the time of cancellation is your rejection of these Terms and Conditions prior to acceptance. This \$300 fee reflects only Operator's costs of administering a reservation.

### **c) Cancellation Charges Generally:**

Unless otherwise stated next to the program's rate chart, you will receive a refund equal to your Trip Price (which excludes the cost of the non-refundable Travel Protection Plan) less any non-refundable airfare/add-ons, non-refundable services fees, and the following per-person charges. Charges shown

include the \$300 administrative fee. Any applicable refunds will be returned to you in a manner to be determined by the Company, including, but not limited to, credit for future travel. The majority of applicable refunds are processed within 90 days of receipt of your cancellation.

i. Cancellation Charges for Land Tours:

<u>Prior to departure</u>	<u>Charge</u>
90 days or more	\$300
89-60 days	10% of your Trip Price or \$300—whichever is greater
59-30 days	65% of your Trip Price
29 days–departure	100% of your Trip Price

ii. Cancellation Charges for River Cruises and Small Ships:

<u>Prior to departure</u>	<u>Charge</u>
121 days or more	\$300
120-90 days	10% of your Trip Price or \$300—whichever is greater
89-60 days	40% of your Trip Price
59-30 days	65% of your Trip Price
29 days–departure	100% of your Trip Price

- iii. Cancellation Charges for Last Minute Bookings: Last Minute Bookings are defined as any booking at or inside 45 days prior to departure. Space is limited and all arrangements—cabin selection, hotel rooms, air carriers and routing, etc.—are subject to availability. Flights are contingent on confirmation by the airline(s); additional fees from the airline(s) may apply. If flights can be confirmed without additional fees from the airline(s), you are subject to the standard cancellation charges for your trip. If flights incur additional fees from the airline(s), you will be offered the choice of either paying the additional fees or cancelling your reservation for a full refund of your Trip Price plus any cost you paid for the Travel Protection Plan. If flights cannot be confirmed, you will be offered an alternative departure date or trip. If we are not able to agree upon a suitable alternative, you will be entitled to cancel your reservation and receive a full refund of your Trip Price plus any cost you paid for the Travel Protection Plan.

d) If you are a no-show, if you cancel your trip after the departure date, if you do not have a valid passport or are not able to obtain a valid visa, or if you leave a trip already in progress, you will not receive any refund for any unused portion of your trip.

e) If you reserved a double room and are sharing with a friend or family member, and that person cancels prior to departure, you may be subject to additional single supplement and travel protection fees.

## 9. **RESERVATION CHANGES**

a) We reserve the right to modify tour itineraries and substitute hotels and accommodations without liability to Company. Included features may not be available for all departures. If a vessel is not able to complete the scheduled itinerary due to low water, high water, mechanical breakdown, or other reason, we reserve the right to modify the itinerary, which right shall include the use of hotels and motorcoaches where necessary.

b) Additionally, Company may, for any reason, without prior notice, cancel a cruise or land tour; deviate from the scheduled ports of call, route and timetable; call or omit to call at any port or place; cancel or modify any activity or included feature; take action to protect the health and safety of passengers, staff, or crew; comply with all governmental laws and orders given by governmental authorities; render assistance



to preserve life and property; or change the date or time of sailing or arrival; change the port of embarkation or disembarkation; shorten the cruise or land tour; or substitute a vessel or other transportation or lodging. Company is not responsible for any losses you may incur as a result of such cancellations or deviations. Company, at its option, may substitute accommodations of an equal or superior class or provide a full refund of the fare actually paid by you for such cruise, or substitute accommodations of a lower class and provide a refund of the difference, if any, between the booked class and the substitute class for such cruise, but Company shall not incur any other liability for failure to provide the reserved berth. Any partial refunds shall be calculated in accordance with the Company's typical business practices. Any applicable refunds will be returned to you in a manner to be determined by the Company, including, but not limited to, credit for future travel.

c) Operator cannot accept certain changes to your trip, including but not limited to, departure city, pre- and post-trip extensions, or air arrangements within 30 days of departure. For 2020 and 2021 reservations, Operator will allow changes to tour date or destination inside 30 days. Changes to your trip up to 30 days prior to departure will not incur any service fee. Changes to your trip within 30 days prior to departure are subject to a nonrefundable service fee of \$150 per person, in addition to any incremental costs from the airline(s). Traveler substitutions are considered reservation cancellations and are subject to the above cancellation charges.

d) All traveler requests, including but not limited to, departure city, pre- and post-trip extensions, tour date, destination, breakaways, preferred air schedules, and special accommodations, are subject to availability and are not guaranteed, and charges may apply. Operator reserves the right to change the timeline for receiving any such requests (including the 30 days outlined above) at any time.

e) In the event of an overbooking, Operator reserves the right to cancel customer reservations. Every effort will be made to notify impacted passengers no less than 72 hours before departure. Passengers affected by overbooking will receive compensation and will be offered an alternative departure date.

f) In certain circumstances, Operator may change the departure date of your trip or consolidate any trips that do not reach a minimum level of participation or are overbooked. In this event, you will be offered an alternative departure date or trip. If we are not able to agree upon a suitable alternative, you will be entitled to cancel your reservation and receive a full refund of your Trip Price plus any cost you paid for the Travel Protection Plan. Any applicable refunds will be returned to you in a manner to be determined by the Company, including, but not limited to, credit for future travel.

g) If Operator cancels any optional extension which you have purchased, you will receive a refund of the amount you paid for the extension. If you decide to cancel the base (main) portion of your trip within 7 days from notification of the cancelled extension, you will receive a full refund of your Trip Price plus any cost you paid for the Travel Protection Plan. If you cancel the base (main) portion of your trip outside of this 7-day period, then normal cancellation charges will apply. Any applicable refunds will be returned to you in a manner to be determined by the Company, including, but not limited to, credit for future travel.

h) Operator reserves the right to cancel or shorten a trip or cruise without notice, in which event your sole remedy shall be a prorated refund for any unused portion of the trip or cruise, calculated in accordance with the Company's typical business practices. Any applicable refunds will be returned to you in a manner to be determined by the Company, including, but not limited to, credit for future travel.

## 10. **SINGLE TRAVELERS**

Most trips offer a limited number of single rooms, subject to availability and hotel space. Please see individual program rate charts in the program's catalog for Single Supplement costs.

Roommate matching: If you reserve a trip where sharing is possible and you would like to share a twin-bedded room with another single traveler of the same gender, we will attempt to match you with a roommate and you will not be charged a single supplement even if we are not able to match you.

#### **11. FREQUENT TRAVELER CREDITS**

You will receive a credit valued at 5% of the Program Price (less any discounts), which may be applied to any Grand Circle trip on which you depart within one year. After the first year, this credit is reduced to 3% and can only be applied to a trip departing on or before the expiration date. Frequent Traveler credits expire after two years. Please note some restrictions apply. Please refer to your monthly Frequent Travel Credit statement for restrictions.

#### **12. REQUIRED DOCUMENTATION**

A valid passport is required for U.S. citizens traveling on our international trips and cruises. You will be notified if your destination requires a visa for U.S. citizens. All passports must contain at least five blank pages and must be valid for six months after the completion of your trip or cruise. Non-U.S. citizens should contact the appropriate consular office for entry requirements pertaining to their trip or cruise, as we are not responsible for providing you with this information or documentation. We require that passengers of all trips or cruises provide proof to Company, upon arrival at their destination, of full vaccination against COVID-19, dated at least fourteen days before the beginning of travel. It is the passenger's sole responsibility to obtain, and have available when necessary, the appropriate valid travel documents, including passports, visas, and vaccine cards. All passengers are advised to check with the appropriate government authority to determine the necessary documents. You may be refused boarding, disembarked from a vessel, or removed from the trip without liability for refund, payment, compensation, or credit of any kind if you do not have proper documentation, and you will be subject to any fine or other costs incurred by Company which result from improper documentation or noncompliance with applicable regulations.

#### **13. AIR ARRANGEMENTS**

a) **General:** For your convenience, Operator offers four choices for your air travel arrangements: Land Only, Standard Air, Contract Air and Published Air as described below. All options may not be available for all trips. If you make your own domestic or international flight arrangements in connection with any of these options, Operator and its affiliates will not be responsible for any loss resulting from cancellations or changes in air itineraries including without limitation changes in international gateways or travel dates or times. For all air travel arrangements made by Operator, you will receive a final package approximately fifteen days prior to your departure date that will include your airline tickets. Please note that your airline tickets and other trip documentation must bear your first and last names exactly as they appear on your passport. It is your responsibility to check your travel documents when you receive them to make sure they are correct. If they are not correct, please contact Operator immediately. Operator and its affiliates are not responsible if an airline cancels or delays a flight for any reason (including weather). If you are unable to make your departure, it is your responsibility to work with the airline on which you are ticketed to reach your destination. Operator and its affiliates are not responsible for any additional expenses you may incur prior to joining your trip. Operator and its affiliates are not responsible for and will not provide any refund for portions of trips missed due to cancelled or delayed flights. If an air schedule requires an overnight stay in a gateway city, the costs of the overnight stay

(including hotel and meals) are at your expense. Air routings are subject to availability. Routings are not guaranteed, and are subject to change at any time. If you change your return reservation after departure for the trip, you may be charged a higher airfare or a penalty by the airline. If your new return reservation is made directly with the airline, it is your responsibility to pay any such additional airfare and/or penalty directly to the airline. If your new return reservation is made through Operator, then it is your responsibility to pay any such additional airfare and/or penalty to Operator.

b) Land Only: If you purchase the Land Only package, you will be responsible for making all domestic and international air travel and airport transfer arrangements. We recommend that you do not purchase tickets with high penalty charges for changes.

c) Standard Air: With this option, we will make the reservations for the U.S. domestic and/or international air arrangements that are included in your trip. We reserve the right to choose the air carrier routing, and city airport from each departure city. Unless you pay an additional fee, all travel will be reserved for economy class on regularly scheduled airlines. Business class upgrades may be available for an additional fee; any such upgrades may apply to your outbound and inbound international flights only and may not be valid on domestic or regional flights. Scheduling may differ for Business Class travel compared to non-Business Class travel. Whenever possible, we arrange your flight schedule so that you have at least one hour between connecting domestic flights and international flights. In some cases, your connecting time could be two hours or more.

d) Changes to your flights up to 90 days prior to departure will not incur any penalty fee if you have chosen Standard Air. Changes to Standard Air flights within 90-30 days prior to departure are subject to a nonrefundable service fee of \$150 per person. Operator cannot accept any changes to Standard Air flights within 30 days from departure. All other trip changes (i.e. changes that are not limited to your flights alone) or cancellations are subject to the Reservation Changes terms of Section 9 and Cancellation and Refunds terms of Section 8.

e) Contract Air: With this option, you may choose your air carrier and routing from a pre-determined list of flights, as may be available based on the contracts we hold with various airlines. This option is available beginning 24-48 hours after your initial deposit has been received, and all requests must be received by no later than 30 days prior to your departure. Just contact our Air Travel Counselors with your request. Confirmed Contract Air requests are subject to potential incremental costs as compared to Standard Air. All flights are subject to availability at the time of the request. Changes to your flights up to 90 days prior to departure will not incur any penalty fee if you have chosen Contract Air. However, you will need to re-request Contract Air if you wish to use Contract Air on your changed reservation and will incur new potential incremental costs as compared to your original Contract Air request. Changes to Contract Air flights within 90-30 days prior to departure are subject to a nonrefundable service fee of \$150 per person in addition to any incremental costs from the airline(s). Operator cannot accept any changes to Contract Air flights within 30 days from departure. All other trip changes (i.e. changes that are not limited to your flights alone) or cancellations are subject to the Reservation Changes terms of Section 9 and Cancellation and Refunds terms of Section 8.

f) Published Air: With this option, you have the greatest flexibility in selecting your air travel. You may select the air carrier of your choice and any available routing, using the published airfare as determined by the airline. This option is available 24-48 hours after your initial deposit has been received, and all requests must be received no later than 30 days prior to your departure. Confirmed Published Air requests are subject to fees as determined by the airline in addition to the published airfare. Both the fees and the published airfare payments are due once the request has been confirmed. All flights are subject to availability at the time of the request. Published Air tickets are issued upon receipt of payment. All sales are final and the ticket fare is nonrefundable by us; we act only as a travel agent in purchasing the Published Air ticket as a convenience to you. The Reservation Changes terms of Section 9 and the Cancellation and Refunds terms of Section 8 do not apply to the costs of Published Air tickets. Any changes to or cancellations of Published Air tickets are subject

to the applicable terms and conditions of the issuing airline, and any changes within 90-30 days prior to departure are also subject to a nonrefundable service fee of \$150 per person. Operator cannot accept any changes to Published Air flights within 30 days from departure.

g) Frequent Flier Programs. Frequent flier programs are operated solely by the airlines. Our group rates provide you with the best value but the airline may impose restrictions related to earning miles and in some cases even prohibit mileage accrual. We are not responsible for any mileage accrual you fail to earn by traveling with us. Travelers may not redeem frequent flyer miles toward any portion of Grand Circle flights or toward upgrades.

h) Breakaway: On certain Operator vacations, you have the option to enjoy breakaway travel prior to or at the end of your trip. This option enables you to travel on your own. Operator does not assist in making travel, hotel, transfer, or air arrangements for breakaway travel; you must make these arrangements yourself. You are also responsible for any arrangements to arrive to the first accommodations (hotel or ship) we provide at the start of your trip, or any arrangements to return to your departure airport for your flight home. Additional air charges with respect to your travel arranged by Operator or its affiliates may apply. All requests must be received no later than 30 days prior to your departure. You will be responsible for confirming your international flight back to the U.S. and for your own transfers to the airport. Consult our Travel Counselors for details. ***Please note: The Company is not responsible for any liability for any activity or trip you take independently while on this program. This includes without limitation liability for any changes made by an airline that affect your air arrangements for a period of time when you are traveling independently of your group, whether we handled the air ticketing or not.***

i) Seat Assignments: Seat assignments are solely at the discretion of the airlines, and as such are subject to change at any time without prior notice. We will forward any seat preferences to the airlines, but we are not responsible if the airlines fail to take these preferences into account. Note that not all airlines pre-assign seats—even on confirmed flights—and most will not assign bulkhead or emergency row seating until check-in.

#### 14. **MEDICAL ISSUES AND SPECIAL NEEDS**

a) You are encouraged to report any disability requiring special attention to us at the time the reservation is made, including requiring the use of special equipment. We will make reasonable efforts to accommodate the special needs of tour and cruise participants. Such participants, however, should be aware that the Americans with Disabilities Act is inapplicable outside of the United States and facilities outside the United States for disabled individuals are limited.

b) Most of our trips are not wheelchair or motorized scooter accessible, as wheelchair or motorized scooter assistance or accessibility in international destinations cannot be guaranteed. If your trip is wheelchair-accessible and you require a wheelchair, you must provide your own small, collapsible wheelchair. On most international trips, we cannot accommodate women past their sixth month of pregnancy and cannot accommodate service animals.

c) If you are unable to travel without assistance, you must be accompanied by an able companion. It is strongly recommended that persons requiring assistance be accompanied by a companion who is capable of and is completely responsible for providing the assistance. Neither Company nor its personnel, nor its suppliers, may physically lift or assist passengers into transportation vehicles. If a traveler thinks he or she might need assistance during a trip, he or she should call us to determine what assistance might reasonably be given. The Company cannot provide special individual assistance to passengers with special needs for walking, dining or other routine activities or personal services.

d) If you have a condition that requires special equipment or treatment, you must bring and be responsible for all necessary items related to your condition.

e) If you have a condition as contemplated herein, you travel at your own risk. Operator is not liable for any injuries or damages you may suffer relating to such a condition, including without limitation loss of special equipment, lack of assistance with or accommodation of special needs, and unavailability of medical assistance or treatment.

## **15. PHOTOGRAPHS AND VIDEO**

We reserve the right to take photographs and video during your trip. By traveling with us, you grant to us the absolute and irrevocable right and unrestricted permission to use and publish your image, likeness, name, or biographical information, without compensation, for commercial, advertising, editorial, or any other purpose; and in any manner and medium, whether now known or hereafter devised; and to alter and composite the same without restriction and without your inspection or approval. You hereby release and discharge us from and against any and all claims, liabilities, costs, damages and expenses of any kind arising out of or relating to the use by us of your image, likeness, name, or biographical information. If you prefer that your image or likeness not be used, you must advise us in writing, no later than 30 days prior to your departure date.

Photographs and video of your trip may be submitted to us by you or by third parties such as (but not limited to) other travelers, tour guides, crew, or staff members. By submitting such photographs or video, the party making the submission is representing and warranting (a) that the photo is their original work created solely by themselves and does not infringe the intellectual property rights of any party; (b) that they have obtained any and all necessary releases from subjects depicted in said original work; (c) that they grant to us a worldwide, royalty-free, perpetual, transferable, irrevocable, non-exclusive and fully sublicensable right and license to use, in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all commercial or other uses thereof, including without limitation, reproducing, editing, modifying, adapting, publishing, displaying publicly, creating derivative works from, incorporating into other works or modifying the photo and (d) that they hereby release and discharge us from and against any and all claims, liabilities, costs, damages and expenses of any kind arising out of or relating to the use by us of any photo submitted.

## **16. TIME LIMITATION; ARBITRATION; CHOICE OF FORUM AND LAW; CLASS ACTION WAIVER**

a) Time Limits for Legal Action: Any claim or legal action against the Company, whether based on contract, or tort, or statutory, constitutional or other legal rights, including without limitation claims based on bodily injury, illness to or death of a passenger, or alleged violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way arising out of or connected with this Passenger Agreement or your tour or cruise, must be commenced within one (1) year from the date of injury, illness or death or the date the incident giving rise to the claim occurred or else shall be irrevocably waived, notwithstanding any provision or law of any state or country or international convention to the contrary.

b) Agreement to Arbitrate; Forum: You agree that any claim against or dispute with the Company, whether based on contract, or tort, or statutory, constitutional or other legal rights, including without limitation claims based on bodily injury, illness to or death of a passenger, or alleged violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for

any losses, damages or expenses relating to or in any way arising out of or connected with this Passenger Agreement or your tour or cruise, shall be referred to and resolved exclusively by binding arbitration to be administered and conducted by JAMS under its then-existing rules using one mutually selected arbitrator or, if the parties cannot agree on an arbitrator, using an arbitrator selected by JAMS. In the event that the parties agree to use another private alternative dispute resolution provider in lieu of JAMS, then the arbitration shall be administered and conducted by that provider under its then-existing rules using one mutually selected arbitrator, or, if the parties cannot agree on an arbitrator, using an arbitrator selected by the agreed provider. The arbitration shall be held in Boston, Massachusetts to the exclusion of any other forum, and you consent to jurisdiction and waive any objections to arbitration proceeding in Boston, Massachusetts. You agree that the costs of the arbitration shall be split between the parties. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract and the arbitration agreement, including but not limited to any claim that all or any part of this Passenger Agreement is void or voidable. Any action to enforce the arbitrator's decision shall be brought in the state or federal courts in Boston, Massachusetts. In the event the arbitration provision is deemed unenforceable by an arbitrator or court of competent jurisdiction for any reason, then and only then, the provisions of subsection (c) below governing forum shall exclusively apply to any lawsuit involving claims described in this subsection.

NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

You and we further agree that at a minimum, we are permitted (1) to take the deposition under oath of the passenger asserting the claim, or for whose benefit the claim is asserted, as well as any witnesses who you claim have factual knowledge in support of the claim, and (2) to obtain from you the production of all evidence in support of your claim, in any such arbitration.

c) FORUM FOR ALL OTHER CLAIMS: ANY AND ALL CLAIMS AGAINST OR DISPUTES WITH THE COMPANY RELATING TO OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS PASSENGER AGREEMENT OR YOUR TOUR OR CRUISE AND NOT SUBJECT TO ARBITRATION UNDER SUBSECTION (b) ABOVE SHALL BE LITIGATED, IF AT ALL, IN AND BEFORE THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, U.S.A., TO THE EXCLUSION OF THE COURTS OF ANY OTHER STATE AND COUNTRY. ANY AND ALL CLAIMS OR DISPUTES RELATING TO, ARISING OUT OF OR CONNECTED WITH YOUR TOUR OR CRUISE AGAINST A SUPPLIER OR A NON-AFFILIATED THIRD PARTY VESSEL OWNER OR VESSEL OPERATOR SHALL BE BROUGHT, IF AT ALL, WHEREVER SUCH ENTITIES MAY BE PROPERLY SUBJECT TO JURISDICTION.

d) Choice of Law: Any claim or dispute relating to, arising out of or connected with your tour and provision of services other than on a vessel, whether subject to arbitration or otherwise, shall be governed by the laws of the Commonwealth of Massachusetts without regard to conflict of law principles. Any claim or dispute relating to, arising out of or connected with your cruise on a vessel, whether subject to arbitration or otherwise, shall be governed by the limitations of liability provided at Section 3 of this Passenger Agreement, the general maritime law of the United States, and if not inconsistent, the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles.

e) WAIVER OF CLASS ACTION: THIS PASSENGER AGREEMENT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION OR ARBITRATION ON YOUR OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY ARBITRATION OR LAWSUIT AGAINST US WHATSOEVER SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION. IF YOUR CLAIM IS SUBJECT TO ARBITRATION UNDER SUBSECTION (b) ABOVE, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. YOU AGREE THAT THIS CLASS ACTION WAIVER SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SUBSECTION (b) ABOVE, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.

**17. MODIFICATION; TRANSFERABILITY; SEPARABILITY**

No person, other than one of our authorized representatives by a document in writing is authorized to modify, add or waive any term set forth in this Passenger Agreement.

This Passenger Agreement and the corresponding reservation cannot be sold, assigned or transferred by you.

Any provision of this Passenger Agreement that is invalid, illegal, or unenforceable will be ineffective only to the extent of such invalidity, illegality or unenforceability and, except as provided in Sections 16(d) and 16(e) above with regard to the arbitration clause and class action waiver, shall be severed from this contract without affecting in any way the remaining provisions of this contract which shall remain in full force and effect.