



# Tour Participation Agreement

PLEASE READ THE TERMS OF THIS TOUR PARTICIPATION AGREEMENT WITH CARE TO MAKE SURE THAT YOU UNDERSTAND YOUR RIGHTS AND OBLIGATIONS AND OUR RIGHTS AND OBLIGATIONS.

## General Terms and Conditions

The terms and conditions contained in this Tour Participation Agreement (the "Agreement") govern the relationship between you (the "traveler") and Vantage Travel Service, Inc. d/b/a Vantage Deluxe World Travel and Vantage Adventures (hereinafter "Vantage"). By reserving a tour or other travel with Vantage (a "trip"), you agree to be bound by the terms of this Agreement.

The prices of your trip and the airfare for travel to/from the intended destination ("All-Inclusive Airfare") are stated in the Vantage catalog and on our website. "All-Inclusive Airfare" includes airport transfers, fuel surcharges, and government taxes and fees. The prices advertised in each catalog are effective as of the publication date on the back cover of that catalog. Prices shown in the catalogs are subject to change at any time, with or without notice. For current prices, please see our website at [www.vantagetravel.com](http://www.vantagetravel.com). Prices are in U.S. dollars and are based on double occupancy, unless otherwise noted.

Vantage offers certain travel protection plans, as further outlined in this Agreement. Additional details, terms, conditions and limitations apply to Travel Protection Plans, available online here: [www.vantagetravel.com/tpp](http://www.vantagetravel.com/tpp).

## Making Reservations

To reserve a trip, Vantage requires an initial deposit followed by final payment. The payment of a deposit for a trip shall be deemed an acceptance of the terms and conditions of this Agreement. Changes to the terms of this Agreement can only be made in writing and signed by an officer of Vantage.

Please refer to the chart on page 2 of this Agreement for deposit amounts, final payment, and cancellation fees.

For all tours, payment of your initial deposit does not guarantee the price of your tour and such price is subject to change. Participation in our SmartPay<sup>SM</sup> Discount Plan will ensure that the price of the land, cruise, and airfare portions of your trip will not increase. This includes protection against the following: additional taxes, fuel surcharges, and currency fluctuations, from the moment you pay in full. Additional details, terms, conditions and limitations apply to travel protection plans, available at <http://www.vantagetravel.com/tpp>. Vantage also reserves the right to raise the Original Price and/or All-Inclusive Airfare in response to increases in government taxes or fuel surcharges until you pay in full, unless you are participating in the SmartPay Discount Plan.

Please review and verify your booking invoice thoroughly and immediately and contact your travel agent or Vantage if your invoice appears to be incorrect or incomplete, as it may not be possible to make changes later. Vantage cannot accept responsibility if we are not notified of inaccuracies within 5 days of sending out the invoice. In the case of billing errors, Vantage reserves the right to re-invoice you with correct pricing.

Vantage will endeavor to accommodate requests for reservations made after the final payment due date, however, in such instances, the full amount of your trip shall be due at the time of booking. Vantage Priority bookings for tours departing within 210 to 90 days of the reservation must be paid in full by electronic check at the time of booking. Vantage Priority bookings for tours departing within 21 days of the reservation must be paid in full by credit card. Priority bookings will not earn Vantage past traveler reward credits. Priority bookings cannot be combined with other credits, such as referral rewards, good will credits, or any other incentives. Past Traveler credits may not be combined with any offer.

Vantage always endeavors to produce accurate promotion and pricing information. Mistakes, however, do occur, and Vantage reserves the right to correct promotional or pricing errors at any time.

## Making Final Payments

Final Payments are due at 120 days prior to departure, depending upon the program\*. Please refer to the Deposit, Final Payment, and Cancellation Fees Schedule included in this Agreement for payment due dates. Please make checks payable to **Vantage Deluxe World Travel**.

**IMPORTANT:** Deposits are non-refundable. If final payment is not received by the due date, your trip reservation will be canceled and your full deposit, including Travel Protection payments and all air deposits for air ticket(s) issued (including applicable fees), will be retained by Vantage. Vantage is not responsible for canceled land, cruise, or air reservations in the event payment is not received by the final payment date.

As stated above, All-Inclusive Airfare includes airport transfers and reflects all

government taxes and surcharges. The remaining price of each trip includes all applicable land, ground, and cruise/ship components (the "Original Price"). The Original Price does not include optional charges for laundry service; telephone and Internet usage; wine, liquor, or mineralwaters; shore excursions; sightseeing trips; gratuities; or services other than those specified in the itineraries. The Original Price also does not include port charges or any other non-air government fees and taxes. These are identified separately in the catalog and on our website and will be either (a) billed as separate items on the invoice or (b) collected upon your arrival and/or departure from the applicable country.

## Making Changes

Vantage understands if you need to change your plans. All programs allow travel changes that affect destination, departure date, program extensions, and the like, provided that requests are made within 30 days of the booking date and more than 90 days from the final payment date. Any changes more than 30 days from the booking date are subject to a **\$100 per-person nonrefundable-processing fee**. Airlines, hotels, or cruise lines may impose additional travel change fees, which are the traveler's responsibility.

## Passports and Visas

It is your responsibility to ensure that you have all necessary travel documents. Vantage is not responsible for providing you with information about government-imposed travel restrictions, terms, conditions, or any other similar requirements. Note that a valid passport is required for each person traveling on our international programs. Some countries may have additional requirements. Travelers are responsible for determining whether any travel and/or passport restrictions may apply, including, without limitation, obtaining any required visas. Please ensure that your tickets and other travel documents bear your name exactly as it appears on your passport. Vantage assumes no responsibility of any kind for any cancellations, delays or inability to travel resulting from your failure to possess necessary travel document, your failure to meet travel requirements, tickets or other travel documents that contain inaccurate information, or any other government-imposed travel conditions, restrictions, actions, or limitations. Travelers are also solely responsible for obtaining vaccinations as advised by your health care provider or as required by certain countries or fees incurred to change or correct the traveler's name.

Please Note: All U.S. based itinerary operating under the jurisdiction of Jones Act. The Jones Act prohibits all ships of Non-U.S. registry from embarking and disembarking guests at two different U.S. ports. This means that guests are not permitted to permanently disembark this journey at a secondary U.S. port of their choice, as this would be a violation of the law. Any guest who insists on disembarking the ship in a port which violates the Jones Act will be responsible for any resulting penalties. For more information on the Jones act, [click here](#).

## Air Arrangements

Airfares reserved through Vantage may not allow changes or cancellation, and may charge fees for changes and cancellations, as applicable. Note that you will be responsible for any charges resulting from flight changes or flight cancellations made at your request after your flights are ticketed.

Vantage offers you your choice of airline and routing, however, all air routings are subject to availability and cannot be guaranteed. Seat requests will be taken at the time of booking, but in most cases cannot be guaranteed by the airline or, by Vantage. Additional fees may apply.

**FlightChoice:** You may request alternate air travel arrangements through Vantage's FlightChoice service for a \$100 per person service fee. You are responsible for any additional airfare (which includes government taxes and fuel surcharges) charged for these alternate travel arrangements.

International and domestic air schedules are subject to change at any time. If you choose to make your own flight arrangements, Vantage will not be responsible for any loss resulting from delays, cancellations, or changes in international gateways or travel dates. Should you make your own flight arrangements and miss your international flight for any reason, Vantage, at its discretion, may assist with alternate flight arrangements; however, you will be responsible for the cost of an alternative flight to your destination as well as any other expenses, including transfers to and from the airport, that you incur prior to joining up with your tour group.

**Air Delays/Cancellations:** All air routings are subject to availability and cannot be guaranteed. Vantage is not responsible if an airline cancels or delays a flight for any reason. 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. Vantage is not

### \*Deposit • Final Payment Date • Cancellation Fees

In the event of cancellation, you will receive a refund equal to your trip price less the per-person charges. The charges shown below include the \$300 administrative fee.

All cancellation schedules show number of days prior to departure.

#### River Journeys & Land Tours

Deposit:	\$500 per person
Final Payment Date:	120 days prior to departure
Cancellation Fees:	
121+ days prior to departure:	\$300 per person
120-91 days prior to departure:	40% per person
90-61 days prior to departure:	65% of selling price per person
60-0 days prior to departure: (including no-shows)	100% of selling price per person

#### Discovery Cruise Voyages

Deposit:	\$1,000 per person
Final Payment Date:	180 days prior to departure
Cancellation Fees:	
181+ days prior to departure:	\$700 per person
151-180 days prior to departure:	20% of selling price per person
121-150 days prior to departure:	40% of selling price per person
91-120 days prior to departure:	60% of selling price per person
61-90 days prior to departure:	80% of selling price per person
60-0 days prior to departure: (including no-shows)	100% of selling price per person

#### Expedition Cruise Voyages

Deposit:	\$1,500 per person
Final Payment Date:	180 days prior to departure
Cancellation Fees:	
181+ days prior to departure:	\$900 per person
151-180 days prior to departure:	20% of selling price per person
121-150 days prior to departure:	40% of selling price per person
91-120 days prior to departure:	60% of selling price per person
61-90 days prior to departure:	80% of selling price per person
60-0 days prior to departure: (including no-shows)	100% of selling price per person

#### Combination River Journeys, Land Tours, or Cruise Voyages

Deposit:	\$1,500 per person**
Final Payment Date:	180 days prior to departure
Cancellation Fees:	
181+ days prior to departure:	\$900 per person*
151-180 days prior to departure:	20% of selling price per person
121-150 days prior to departure:	40% of selling price per person
91-120 days prior to departure:	60% of selling price per person
61-90 days prior to departure:	80% of selling price per person
60-0 days prior to departure: (including no-shows)	100% of selling price per person

#### World Cruise Voyages (OXX)

Initial Deposit: (due at time of booking)	10% per person
2nd Deposit: (365 days prior to departure)	10% per person
Final Payment Due:	180 days prior to departure
Cancellation Fees:	
181+ days prior to departure:	\$5,000 per person
151-180 days prior to departure:	20% of selling price per person
121-150 days prior to departure:	40% of selling price per person
91-120 days prior to departure:	60% of selling price per person
61-90 days prior to departure:	80% of selling price per person
60-0 days prior to departure: (including no-shows)	100% of selling price per person

Multi-segment Combinations: \*\*\$2,500 per person deposit; \*\$1,500 cancellation fee  
Africa Combo (AFR): \$1,500 per person deposit; \$900 cancellation fee  
River Cruise Combo (SXA): \$1,500 per person deposit; \$900 cancellation fee

responsible for any additional expenses you may incur. Vantage will not provide any refund for portions of trips missed due to canceled or delayed flights. If an air schedule requires an overnight stay in a gateway city, Vantage, in its discretion, may assist with hotel reservations as availability permits. However, overnight reservations and fees are at your expense and responsibility unless otherwise specified in writing.

### Triple and Quad Accommodations

Third-occupancy and quad-occupancy rates are not combinable with any other offers, including airfare offers. The third and fourth passengers who reserve a triple or quad accommodation do not earn accumulating traveler rewards, nor do group leaders of such arrangements earn rewards for the third or fourth traveler in the accommodation. Third and quad guest options may include double beds or rollaway beds, though all such accommodations will be filled based on availability and other factors.

### Waitlist Reservations

Waitlist reservations are not guaranteed, are subject to availability and other factors, and may be cancelled by Vantage at any time. Requests for waitlist spaces will be honored in the order in which they are received. A standard deposit (minimum \$500 per person) is required for waitlist reservations. At the waitlisted customer's option, this deposit is fully refundable upon notice to Vantage up to thirty (30) days prior to the scheduled departure date. Refunds are not available for cancellations made less than thirty (30) days prior to the scheduled departure date. Where possible, Vantage will make reasonable efforts to notify those with waitlist reservations approximately thirty (30) or more days prior to departure of their final status for the waitlisted trip. Any applicable offers in effect at the time the wait-listing of the reservation will be applied to the cost of the trip where possible at the prevailing rate in effect when the traveler is cleared from the waitlist. All travelers who are cleared from the waitlist for a specific trip must proceed immediately with the final booking of their reservation, including without limitation paying in full for their trip once their requested space becomes available. Failure to promptly do so may result in a loss of the reservation.

### Cancellations and Refunds

All cancellations made later than 24 hours after booking are subject to an administrative fee of **\$300 per person** (see deposit/cancel table)\*. Cancellations made within 24 hours of booking will be subject to the same fee, **unless your reason for canceling given at the time of cancellation is your rejection of these Terms and Conditions**. This administrative fee does not include airline cancellation fees or the cost of nonrefundable travel protection plans. There may be additional cancellation fees associated with certain excursions or extensions. Please see your specific trip for details. **Please note, however, that reservations made after the final payment date are immediately subject to cancellation charges.**

Cancellations must be in writing and include the reason for cancellation. Additionally, you must also call and speak to a Customer Service Representative for the cancellation to be effective.

Traveler substitutions are considered reservation cancellations and are subject to cancellation fees, which may also include airline fees. Please note that we do not make any refunds for any unused portion of your trip. If your travel companion cancels and you are unable to secure another traveler, you will be considered a single traveler and subject to the Single Supplement. Please refer to your specific plan for details. (Note that all valid refunds are processed within 30 days.)

IF YOUR ORIGINAL DEPARTURE DATE HAS CHANGED BY YOU AND/OR VANTAGE, CANCELLATION FEES WILL BE ASSESSED ACCORDING TO YOUR ORIGINAL DEPARTURE DATE AND NOT TO THE CHANGED DEPARTURE DATE.

### Single Travelers

Vantage offers free and low-cost Single Supplements on most tours. Please ask your Vantage Travel Specialist for details.

**Roommate Matching Service.** If you reserve a trip with Vantage for which roommate matching is available and would like to share a twin-bedded room with another single traveler of the same gender, Vantage will endeavor to match you with a roommate, and if a roommate is not found, will charge you only 50% of the applicable Single Supplement. If Vantage is able to match you with a roommate, the Single Supplement amount paid will be refunded after your trip.

### Medical Issues: Tour Selection

It is your responsibility to select a trip that is suitable to your physical capabilities. Certain tours require considerable walking, often on uneven or cobblestone streets. Many sites along the itineraries can only be accessed on foot, and involve stairs and inclines. Embarking and disembarking ocean-going vessels, riverboats

or other small ships may involve negotiating steep gangways. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices, or who otherwise require assistance in walking, dining, or attending to other personal matters. In addition, we regret that a number of itineraries cannot accommodate wheelchairs or motorized scooters. Walkers and canes are permitted; however, you may find that your participation in certain tour features may be restricted. Upon request, we will endeavor to provide information regarding the specific accessibility features of a particular tour. If a tour is not feasible due to your specific physical limitations, please inquire about more accessible tours.

Pursuant to the Americans with Disabilities Act (the ADA), Vantage endeavors to "reasonably accommodate" disabled travelers on domestic tours by providing, to the extent possible, access to ground transportation, lodging, and other places of public accommodation. However, the ADA does not apply outside of the United States or to foreign-flagged vessels operating in United States territorial waters. For these reasons, you are required to advise us at the time of booking or, if later, immediately upon your becoming aware of any physical or other condition that may require professional attention or the use of special equipment during the trip.

All travelers will be asked to complete a Passenger Information Form that includes space to identify any such conditions and the professional assistance and special equipment that may be required while on tour. Your failure to disclose any such condition, or your arrival at the place of departure with special equipment that cannot be accommodated on the tour, may result in a refusal to allow you to take the trip. In certain instances, this refusal may be at the direction of a third party, such as an ocean-going vessel, river cruise or small ship operator or a local ground handler. Should this occur, you will forfeit the trip cost, and we shall have no liability, financial or otherwise. Furthermore, the failure to advise us of any such condition releases Vantage and all professional personnel from any liability related to such condition or its treatment. Whether taking an international or domestic tour, you must bring a capable traveling companion to assist you if you will have any difficulty attending to such basic needs as dressing, eating, moving about, or participating in safety drills. Neither the Tour Directors nor the crew of any riverboat or small ship nor Adventure will be able to provide this care for you.

Vantage reserves the right to decline any tour participant whose condition, in our opinion, or in the opinion of a third party, such as a riverboat or small ship operator or a ground handler, may affect the health and safety of other travelers. Vantage is not responsible for the costs of any medical treatment you may require during the trip and thereafter. Under no circumstance is Vantage responsible for the quality of medical care, or lack thereof, you may receive while on the tour.

You must bring and be responsible for all necessary items related to your physical condition, including any special equipment that is permitted on tour. Because the tour accommodations and transportation facilities, including the riverboats, are not owned or operated in the U.S., they are not required to meet the standards established by U.S. law for disabled travelers.

Certain tour features, including third-party transfer services, hotel accommodations and other land excursion facilities, and certain trips, are not wheelchair or scooter accessible and may be difficult for disabled travelers. In particular, riverboats and small ships are not equipped with wheelchair- or scooter-accessible cabins, and therefore, safety reasons preclude allowing wheelchairs or scooters on board. If you have limited mobility, you may find it difficult to embark or disembark riverboats or small ships at certain times due to steep gangways and steps, particularly during low or high tide. Situations may occur in which you may not be able to go ashore at the desired time, and possibly not at all, in certain ports.

Furthermore, if a river cruise, small ship journey or adventure includes a land tour either before or after the cruise, it may not be possible to accommodate wheelchairs or scooters on the entire tour (even if the ship has the onboard capacity to do so) since as a general matter, accommodations and transfer services outside the U.S. are not handicap accessible. Please let our Reservations Specialist know when booking if you require the use of this equipment so that he or she can work with you to select an alternative tour.

For the safety of all concerned on river and small ship cruises, the captain or ship master will make the final determination regarding your ability to embark or disembark the vessel with or without the assistance of your equipment, taking into account all appropriate circumstances, including but not limited to, weather conditions, ship's location, and your physical condition at the time.

**Third-Party Services:** Vantage shall have no responsibility or liability of any kind in connection with any third-party services provided to you during your trip. This includes, without limitation, spa services, photographers, entertainers, lecturers, service personnel, health, medical, or other personal services provided in connection with your trip. Additionally, Vantage shall have no responsibility of liability of any kind for overbooking or downgrading of accommodations, structural or other defective conditions in hotels, vessels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of

any sort, dangers incident to recreational activities such as scuba diving, zip lining, snorkeling, paddle boarding, surfing, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause, and any and all other services of any kind provided by third parties other than Vantage in connection with your trip.

## Acceptance And Retention Of Passengers

Vantage reserves the right to decline any traveler in its sole and absolute discretion. Vantage also reserves the right to determine whether a passenger is fit to travel and to deny travel if a traveler represents a risk to themselves or to the safety and wellbeing of others on the trip. Additionally, Vantage may remove any traveler who is not fit to travel, and/or has not received written confirmation from Vantage that reasonable accommodations for their accessibility requirements may be made for them, and who may be suffering from any contagious or infectious disease or whose presence, in the reasonable determination of Vantage, may be detrimental to the comfort or safety of other travelers or any other third party. Decisions made by Vantage regarding health, accessibility and safety matters will be binding in all instances. In such cases, all related expenses, including those to return home, will be borne by the traveler and he/she shall not be entitled to any refund of the trip or any compensation whatsoever; and in such event, Vantage shall have no liability whatsoever.

While we endeavor to keep travel group sizes to 6 to 26 travelers, we make no representations or guarantees about travel group sizes.

**Photographic Release:** Vantage reserves the right to take photographs and videos of any of its trips and all passengers while on such trips. By traveling on a Vantage trip, you consent to such photography and filming, and agree to grant Vantage the right to use such photographs and recordings, including your image and likeness, for any commercial purposes whatsoever worldwide and in perpetuity, in Vantage's sole and absolute discretion, including without limitation for marketing and promotional purposes, without any pre-publication or pre-approval rights, nor payment of fees or royalties to you of any kind.

**Responsibility:** Vantage is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with or resulting from, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, or for any other cause beyond the direct control of Vantage. In addition, I release

Vantage from its own negligence and assume all risk thereof. Some tours include visits to shops and merchants. Vantage is not responsible for any purchases you make during your trip, whether or not that merchant is part of the scheduled itinerary.

Vantage shall not be liable to the passenger for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances.

**Alterations and Modifications:** We reserve the right to modify tour itineraries and substitute hotels and accommodations in our discretion. 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, governmental intervention, mechanical breakdown, or other reason, we reserve the right to modify the itinerary, which right may include the use of hotels and motor coaches where necessary.

Additionally, Vantage may, for any reason, without prior notice, cancel a cruise; deviate from the scheduled ports of call, route and timetable; call or omit to call at any port or place or cancel or modify any activity on or off the vessel; take any and all necessary action to comply with all governmental laws and orders given by governmental authorities; render assistance to preserve life and property; change the date or time of sailing or arrival, change the port of embarkation or disembarkation, shorten the cruise or substitute a vessel or other transportation or lodging. Vantage is not responsible for any losses you may incur as a result of such cancellations or deviations. Vantage, 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 Vantage shall not incur any other liability for failure to provide the reserved berth. Any partial refunds shall be calculated in accordance with Vantage's typical business practices.

All travel agents are solely your agents and not those of Vantage or the owners of the vessels for purposes of the Passenger Ticket Contract and all other documents made by any such travel agent for any other or related travel, lodging, excursions, tours or facilities of any nature. Vantage and any third parties associated with Vantage shall not be responsible for any representation or conduct of your travel agent, including but not limited to any incorrect booking by such travel agent or failure to remit your deposit or other funds to Vantage.

If the tour is canceled by Vantage for any reason, Vantage shall have no liability

beyond the prompt refund of all tour participants' payments received by it. Vantage will not refund any amount paid by any tour participant who must or chooses to leave a tour prematurely for any reason. Vantage will also not be responsible for the lodging, meals, return transportation or other expenses incurred by such tour participant.

Vantage reserves the right to change the departure date of any tour as well as to cancel a trip or extension that does not attain a minimal level of participation. If Vantage cancels any extension for which you are booked, cancellation fees as described in this Agreement still apply should you subsequently decide to cancel the base portion of your tour.

**Safety and security.** You agree to assume responsibility for your own 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. At any given moment there are also likely to be "trouble spots" in the world in terms of war, terrorism, crime, Acts of God, civil commotions, labor trouble, and/or other potential sources of harm. The United State Department of State and the Centers for Disease Control and Prevention provide up-to-date information concerning important issues for virtually all foreign destinations. We urge all clients to review both the State Department bulletins found at ([www.travel.state.gov](http://www.travel.state.gov)) and the Centers for Disease Control and Prevention ([www.cdc.gov](http://www.cdc.gov)).

**Binding Arbitration:** You agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning your trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Massachusetts law. 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, including but not limited to any claim that all or any part of this contract is void or voidable. The prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which such party may be entitled.

**Special Provisions for Onboard Ship Claims:** See below for, when and where to make claims based on events occurring onboard the ship (from embarkation on the tender or entrance upon the gangway until exit from the gangway or departure from the tender) ("shipboard claims"). This Tour Participation Agreement is applicable to all other claims, but is not applicable to shipboard claims noted below.

**LIMITATION OF LIABILITY - Personal Injury:** Vantage hereby disclaims all liability to the passengers for emotional distress, mental suffering, psychological injury of any kind under any circumstances, when such damages were neither the result of physical injury, nor were intentionally inflicted by the Vantage. Without limiting the preceding sentence, in no event will Vantage be liable to Passenger for any consequential, incidental, exemplary or punitive damages.

In addition to all limitations and exemptions from liability herein, Vantage and/or Vessel shall have the benefit of any statute providing for limitation or of exoneration from liability available in the applicable forum, including but not limited to 46 U.S. Code Sections 30501 through 30512 and the International Convention Relating to Limitations of the Liability of Sea-going Ships 1957 (The Brussels Convention).

**LIMITATION OF LIABILITY - Shore Excursions and Expedition Program:** While participating in activities during cruises offering Vantage's expedition program and/or shore excursion program, certain risks and dangers may arise including but

not limited to: activities in remote areas, animals and marine life, forces of nature and accident or illness. Vantage does not have any responsibility for the accuracy of any information it provides regarding any activity included in the expedition or shore excursion program and cannot determine and/or assure the suitability of any excursion or activity as to a particular Passenger. All Passengers who participate in any expedition or activity offered by Vantage accept responsibility for making their own determinations as to the suitability of the activity regarding their own safety, conduct and wellbeing and agree to participate solely at their own risk. Attending applicable and available information briefings before participation is mandatory. Based on the aforementioned, each participating Passenger assumes the risk associated with any and all activities, excursions and expeditions, included or optional to Passengers and will hold Vantage and expedition team members harmless from and defend them against any and all liability, actions, suits, claims and demands which could arise from participation in any of the aforementioned activities.

**TIME LIMITATION - Property Damage Claims:** Vantage shall not be liable for any claim of a Passenger with respect to his/her personal property unless made in writing and lodged with Vantage at Vantage's office at Miami, Florida within forty-five (45) days after Passenger leaves the Vessel. Personal Injury - Death Claims: Vantage shall not be liable for any claim for a loss of life or personal injury unless made in writing and lodged with the Vantage at the Vantage's office at Boston, MA within six (6) months from the date when the death or injury occurred.

**TIME LIMITATION - Suits:** Suits and actions to recover for loss of life or personal injury to passengers shall not be maintainable unless instituted within one (1) year from the date when death or injury occurred. Suits and actions to recover for claims other than personal injuries or loss of life shall not be maintainable unless commenced within six (6) months from the date which the claim accrued or loss occurred.

**Forum Selection Clause:** It is agreed by and between passenger and/or shipper and vantage that all claims disputes and matters whatsoever arising under, in conjunction with, or relating to this contract and the transportation hereunder shall be commenced, filed, and litigated, if at all, in and before the United States district court for the district of Massachusetts located in Suffolk County, state of Massachusetts, U.S.A. To the exclusion of courts of any other state, territory, or country. In the event that the district of Massachusetts does not have jurisdiction over the claim, dispute or other matter, then the suit shall be commenced, filed and litigated in the eleventh judicial circuit court, Miami-Dade county, located in Miami, Florida, U.S.A.

**Class Action Relief Waiver:** Passenger hereby agrees that passenger may bring claims against vantage only in passenger's individual capacity. Even if the applicable law provides otherwise, passenger agrees that any lawsuit against vantage, vessel or transport whatsoever shall be litigated by passenger individually and not as a member of any class or as part of a class or representative action, and passenger expressly agrees to waive any law entitling passenger to participate in a class action.

## Vantage Travel Protection Plan

Travel Protection fees are not refundable. Full Terms, Conditions and limitations apply to travel protection plans, and are available online here: [www.vantagetravel.com/tpp](http://www.vantagetravel.com/tpp). For complete details concerning the plan, you should review your specific Travel Protection Plan.

## Cost of Travel Protection Plan

Please visit [www.vantagetravel.com/travelprotection](http://www.vantagetravel.com/travelprotection) for current pricing.



For Reservations & Information: Call toll-free 1-800-322-6677  
or reserve online at [www.vantagetravel.com/myportfolio](http://www.vantagetravel.com/myportfolio)