

# YOUR AGREEMENT WITH CROISIEUROPE AMERICA



By signing our reservation form or making your deposit, you signify your agreement with the following terms and conditions on behalf of yourself and the other members of your traveling party. These terms and conditions form an agreement between you and CroisiEurope America Corp, a Florida corporation, which is the general sales agent for the cruise line, Alsace Croisieres, SAS, a French company.

**1. BROCHURE:** This brochure offers a selection of cruises, but our offer is not limited to the cruises selected. Cruises or provisions not included in our website or brochure are subject to the same terms and conditions. The information published in our brochure concerning timetables, itineraries and hotel and ship facilities were correct at the time the brochure was published but may be subject to later modifications. In such cases, you will be advised of any such modifications at the booking stage. Maps, photographs and illustrations are provided purely for guidance purposes and are not contractual.

**2. PARTIES:** In these terms and conditions "you" refers to the person booking, purchasing or traveling on the cruise or others traveling on the same reservation. "CroisiEurope", "we" or "us" refer to CroisiEurope America Corp or the cruise line, Alsace Croisieres, SA, or both companies, as applicable. "Cruise Line" refers to Alsace Croisieres, SA. The Cruise Line uses the brand CroisiEurope.

**3. TRIP PROTECTION OFFER AND WARNING:** We strongly recommend that you purchase trip cancellation and medical insurance. We will provide the insurance applications along with the trip confirmation. Any questions about what travel insurance does or does not cover should be addressed directly to the travel insurance company. If you decline insurance coverage, you will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay more money to correct the situation. Medicare and most other government-issued health insurance do NOT cover medical expenses while abroad.

**4. VALIDITY:** The brochure is valid from 01/01/2025 to 12/31/2025.

**5. PRICES:** Our prices are indicated in U.S dollars (\$), and they are given per person and based on a double cabin. They are calculated at an all-inclusive rate including services described in the programs and reserved by the customer, but they exclude services that you reserve and pay for on board and other costs occasioned by a fortuitous event such as a strike, riot, revolution, weather conditions, or water levels. The prices depend on various factors involved in their calculation such as the cost of transportation, cost of loading and unloading, port costs, fuel costs, royalties and other taxes, and remain subject to revision. Therefore, we reserve the right to change our prices in the event of variations in exchange rates, the cost of fuel, economic conditions, or any other service provision mentioned in the programs. Concerning the cost of fuel, CroisiEurope has established its 2024 prices on the basis of a barrel of 76€ and will not apply a revision for variations in the price of the barrel between 45€ and 85€ but reserves the right to apply a revision beyond that. In the event that we are forced to adjust any prices, the difference either up or down will be collected or refunded on the date they become due or with final payment. In any case, no price change will be made within 30 days before departure. The cost of visas and optional excursions are subject to modification at any time without prior notice by the competent authorities, and in this case, will be passed on in full to you. For the cruises on the Mekong and other programs, prices are based on the number of participants. Consequently, prices are subject to change, and these changes will be passed along to you. All services charges on board the boats must be paid on board, before you disembark.

**6. TRAVEL DURATION AND ACCOMMODATION:** Durations shown do not match with the number of days spent at the destination, but with the entire trip, including transport. The specified number of nights do not necessarily correspond to a predetermined number of full days. If, owing to the schedules imposed by the various means of transport, the first and last days happen to be curtailed by a late arrival or a morning

departure, no refunds will be provided. The duration of the voyage is calculated as of the day the trip begins to the day it returns. Meals on the first and last days are not included unless otherwise indicated in the program, and will be at your own expense. All services on the last day end with breakfast. Some meals may be provided by the airline. The classification and category of the hotels and ships (not including the fleet of CroisiEurope) are provided by the local authorities in the country according to their criteria, which may or may not correspond to other norms. Any claim or complaint arising as a result of the category of a hotel or ship will not give rise to any refund.

**7. FORM OF PAYMENT:** Visa, MasterCard, American Express, personal checks, wire transfers, and Electronic Funds Transfer are all acceptable forms of payments. All payments made by check should be made payable to CroisiEurope America Corp. We are unable to accept checks within 30 days of departure. Please make wire transfer payments to the following account:

Beneficiary: CROISIEUROPE AMERICA CORP.  
Beneficiary Address: 440 Royal Palm Way  
#101 Palm Beach, FL 33480  
Account number - 336030751  
International Banking number: CHASUS33  
ABA: 021000021  
Bank name: JP Morgan Chase Bank  
Bank address: 2 New Hempstead Rd, New City, NY 10956

**8. PAYMENT AND BOOKING CONDITIONS:** A deposit 25% is due within 4 days after confirmation if you pay credit card, bank transfer, or personal check. If you pay by credit card, you must sign an authorization form. If paying by wire transfer, the transfer must be received within 8 days after confirmation. Final payment is due at least 90 days prior to departure. Vouchers will be sent by email at 30 days prior to departure and only when full payment has been made. **You are considered confirmed when we receive your deposit of 25% of the price of the cruise, or, if you are confirmed within 90 days before departure, you are confirmed when we receive your full payment.** Failure to pay the balance by the 90-day deadline is a default that entitles us to cancel your agreement and retain your deposit if you do not pay within eight days after notice of nonpayment.

**9. CHANGES REQUESTED BY YOU:** All modifications to the booking fifteen days prior to departure incur a charge of \$ 75 per person (plus any postal or express charges). Such charge is not refundable and is payable immediately by credit card or bank transfer only (no payments by check will be accepted). However, no modifications will be accepted fewer than four days prior to departure. Such charges will also be payable in the event of transfer of the booking to a third party. Any change in the cruise date that you request is considered as a cancellation and will be subject to cancellation charges. For name transfers, we decline all liability as to acceptance or refusal by our various suppliers, particularly the airlines. Note that airlines have their own change fees.

The tariffs of the airlines are subject to specific terms and conditions. Once the trip has started, no modifications are permitted by the airline companies or by the ship owner, and no refunds will be provided. The ship owner will not pay your accommodation expenses of passengers if you are put ashore in the course of the cruise or at the end of the cruise.

**10. POSTAGE COSTS:** Any costs such as guaranteed overnight delivery, express delivery, etc. rendered necessary by dint of a late booking, strikes by the postal services, or other circumstances beyond our control will be billed to the travel agency or to you.

**11. CANCELLATION BY YOU:** If you cancel, any refund of amounts paid will be made after deduction of the cancellation costs, per person, stipulated in the contract. All cancellations must be in writing and the cancellation date will be counted from the date on

which we receive your written notice of cancellation to the departure date to determine the charge. Your decision not to participate on a trip due to State Department warnings or advisories, fear of travel, or the like will be deemed a cancellation.

In case of cancellation, the cancellation fees will be as follows: if the cancellation happens:

- For European River or Canal Barge Cruises
- More than 90 days before departure: \$200 per person
- From 90 to 60 days before departure: 35% of total amount of cruise package
- From 59 to 30 days before departure: 50% of total amount of cruise package
- Less than 29 days before departure: 100% of total amount of cruise package
- For Coastal Cruises, African Safari Cruises, Mekong River Cruises, all cruises outside of Europe, or cruises otherwise not noted:
- More than 90 days before departure: \$350 per person
- From 90 to 60 days before departure: 35% of total amount of cruise package
- From 59 to 30 days before departure: 50% of total amount of cruise package
- Less than 29 days before departure: 100% of total amount of cruise package

**IMPORTANT:** Prices that include air transportation are subject to the general and special terms and conditions of cancellation of the airlines. In the event of cancellation of one or more passengers, the following terms and conditions of cancellation shall be applied:

- River, maritime and coastal services: pursuant to the general terms and conditions of CroisiEurope.
- Air transport: terms and conditions of the designated airline company, available on the web sites of the respective airlines or from our booking departments on request.

In addition, the amount of cancellation fees relating to land-based services (hotel, for example) will correspond to the amount of actual fees invoiced by the partner to CroisiEurope. Finally, note that some costs are non-refundable, including insurance fees, booking fees, visa fees and any other cancellation fees charged by our suppliers. If one of the passengers in a double room or cabin cancels his booking, the remaining passenger must pay the single cabin supplement.

**12. REFUNDS:** No refund will be provided if you fail to arrive at the time and place mentioned in the travel instructions sent to you (a no-show) for any reason, including failure to have the legal documentation or health documents required for your trip voyage (passports, visas, identity card, vaccination certificate, etc.), or a delay of air, rail or land services, vaccination certificate, etc.), or a delay of air, rail or land services.

**13. DISCOUNTS FOR CHILDREN:** For children under 2 years of age, meals and accommodation are provided free of charge. Children over 2 years of age are required, by law, to have their own berth. Children over 2 and under 10 years of age will receive: (a) a 20% reduction on the price of the cruise and transfers excluding taxes, supplements and administrative costs, excluding exotic river cruises (Mekong, Ganges, Nile and Southern Africa) trips; (b) For children over 10 years of age, the normal rate applies. These discounts do not apply to cruises on the Mekong, Ganges, Nile and in Southern Africa. For the Mekong and Southern Africa only the following discounts apply: for Southern Africa: 15% discount on the cruise price for 1 child from 7 to 14 years old sharing a room/cabin/bungalow with 1 or 2 adults (excluding flights, taxes, additional charges, service fees, ...). For the Mekong: 20% discount on the cruise price for 1 child from 2 to 12 years old sharing a cabin/room with 1 or 2 adults (excluding flights, taxes, additional charges, service fees, ...). For safety reasons, children under 7 years old are not accepted on the Southern Africa and India destinations.

**14. TRIPLE CABIN REDUCTION:** A 30% reduction on the all-inclusive cruise price will be provided for to the 3<sup>rd</sup> occupant in a triple cabin excluding taxes, supplements and administrative costs. This discount does not apply to cruises on the Mekong, Ganges, Nile and in Southern Africa.

**15. DISCOUNT WEDDING ANNIVERSARY:** On river cruises from CroisiEurope from 3 to 13 days, one spouse receives a discount on the cruise corresponding to each 10 years of marriage. Ex: 10, 20, 30... years of marriage = 10, 20, 30% ... off. The discount is only valid for wedding anniversaries **in 2025** and applicable upon presentation of the marriage certificate or family register. This discount is only valid on the cruise fare, excluding surcharges and delivery costs. **The discount is not retroactive or reimbursable and cannot be combined with any other offer. These reductions do not apply to sea and coastal cruises nor to cruises on the Mekong, Ganges, Nile and in Southern Africa.**

**16. CRUISE FLEXIBILITY:** For your comfort and peace of mind when planning a cruise, we offer Cruise Flexibility. This optional program, of which the cost is detailed below, is non-refundable and non-cancellable, can only be used once per trip, and must be purchased by all the persons included in the booking. With Cruise Flexibility you can change the date and destination, under the following conditions:

- CroisiEurope river cruises (excl. cruises with a duration of less than 3 days/2 nights as well as day services): \$179 incl. tax/person, change of date is possible up to 30 days before departure
- CroisiEurope maritime and coastal cruises: \$268 incl. tax/person, change of date is possible up to 30 days before departure
- CroisiEurope cruises on the Mekong, Ganges, Nile and in Southern Africa: \$358 incl. tax/person, change of date is possible up to 45 days before departure

Cruise Flexibility is subject to the following conditions: The change of date must be made once Cruise Flexibility has been requested. The change of date and destination must take place on the same cruise as initially selected. The application of the Cruise Flexibility results in the cancellation of the cruise initially reserved and the establishment of a new booking which will be subject to the terms and conditions of sale effective on the date of the new booking.

Cruise Flexibility is independent of the optional Europ Assistance insurance, which we strongly suggest you to purchase and for which you will find the conditions in the corresponding paragraph.

Cruise Flexibility is applicable only on the cruise, therefore excluding transport (except if a flight chartered by CroisiEurope) and excluding related services. Changes to pre- and post-routing will therefore be subject to the conditions and possible costs of the corresponding suppliers, which will remain at customer's expense.

Cruise Flexibility becomes effective once the balance of the initial contract has been paid. The change of date must be within the same calendar year, it will not be possible to purchase a new Cruise Flexibility on the new booking which led to the implementation of the initial Cruise Flexibility.

The price difference for the new date chosen will be applied to your new booking. If it is in your favor, a credit will be issued to you which you can use on all cruises during the current calendar year.

**17. INDIVIDUAL CABIN:** The number of individual cabins cannot exceed 12, except for the exotic river cruises.

**18. FOREIGN ENTRY REQUIREMENTS:** You must meet the immigration and customs formalities in force at the time the voyage takes place, including any necessary tourist and transit visas and health certificates, for all countries through which the cruise itinerary passes. You must have a passport valid for at least six months following disembarkation and necessary visas when boarding. Guests are advised to check with their travel agent, the State Department at [www.travel.state.gov](http://www.travel.state.gov) or, for Canadians, go to <https://travel.gc.ca/travelling/advisories> to determine which documents they must obtain. If you are not permitted to board a flight or find yourself denied entry into a country, owing to your failure to present documents required by the authorities, you may not claim a refund of any kind. If incorrect documents are obtained, you may not be able to participate in particular shore excursions and may be denied boarding and/ or entry into certain countries. In the event of noncompliance, all

costs incurred are yours alone. Commercial Visa services are available to assist with visas to certain Asian countries, including Vietnam and Cambodia. You are also required to provide us with any information necessary to enable us to satisfy our own security obligations. In situations where we arrange entry documents for you, we do so on the basis of the information that you supply. We cannot be held liable under any circumstances if any information provided proves to be erroneous.

NB: Between publication of this brochure and the date of departure, certain requirements may change. Indeed, the regulations of the different countries change frequently without notice. They are given in the brochure only as a guide, and it remains your responsibility to be informed of the necessary steps at the time of your trip. We cannot be held responsible for the failure to observe the formalities or for fines resulting from the failure to observe the customs or health regulations of the countries visited.

Due to airline security measures, your passport name must match your airline ticket name or you may be denied boarding.

For certain cruises currently including Seville, Venice, Dubrovnik (sea port harbors), and Danube cruises, we require full details of passport information to comply with requirements of customs authorities.

**19. MINORS:** Reservations from minors will not be accepted but must be made by the parents or other adults of more than 21 years of age with the necessary authorizations. Minors are not permitted to travel on board unaccompanied. They must be accompanied by parents or adults of more than 21 years of age. No alcoholic beverages shall be served to minors on board. Proof of the customer's age may be requested by the ship's personnel.

**20. MEDICAL CONTRAINDICATIONS:** You must be medically, physically and psychologically fit to undertake a trip without endangering your life or the life of others. No medical services are offered aboard our ships.

If you have a physical or mental incapacity, limited capacity of mobility, an illness requiring treatment or medical care, or if you are pregnant, you should inform the travel agent at the time of booking. No reservation can be accepted if your physical or mental condition is likely to render your participation in the cruise or on the vacation impossible or dangerous for yourself or others, or if you require forms of care or assistance impossible to provide aboard ship. Some suppliers (hoteliers, airlines and cruise companies, etc.) may require a medical certificate confirming that you are fit to travel, or you may refuse to accept the booking if they feel that they will be unable to provide assistance or treatment deemed necessary for your health and well-being.

All personal accidents, diversions or forced stopover costs disrupting the course of the cruise are your financial responsibility, if it is determined that you concealed your unfitness to travel.

We recommend the wearing of footwear suitable for life aboard and for excursions with non-slip soles. Some vaccinations, although not mandatory, may be recommended by health authorities.

**21. DISABLED GUESTS:** You must report any disability requiring special assistance while on a CroisiEurope itinerary to CroisiEurope at the time the reservation is made. All vessels and motor coaches are equipped to comply with European standards. Most transportation services, including the vessels and motor coaches, are not equipped with elevators or wheelchair ramps. Only our 3-deck ships have elevators (which cannot serve the sun deck). CroisiEurope will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor is it responsible for any denial of services by vessel operators, air carriers, hotels, restaurants or other independent suppliers. We regret that we cannot provide individual assistance to a vacation participant for walking, dining, getting on and off vessels, motor coaches and other vehicles, or other personal needs. A qualified and physically able companion must accompany travelers who need such assistance and must assume full responsibility for their well-being.

**22. DENIED BOARDING AND PREMATURE DISEMBARKATION:** Boarding may be denied or your cruise may be curtailed (at your risk and cost) when, in the opinion of the ship's captain or the senior officer on board, you are not fit to travel, for administrative or other legitimate reasons, or if you disrupt or endanger other passengers. You may be put ashore in any port of call whatsoever without the

ship owner's liability being invoked. The river cruise operator may not be required to reimburse the days of the cruise not completed or to cover any costs occasioned by being thus put ashore.

**23. COMPLIANCE WITH THE TIMING OF STOPOVERS:** On stopovers, the latest time for returning to the ship and departure of the ship are announced and posted aboard as stipulated by the senior officer on board. You are required to abide by such times. The company declines all liability in the event of failure to board at the appointed time, and no refund or compensation will be provided.

**24. SHORE EXCURSIONS:** The itineraries of the excursions defined in the programs are given only as a rough guide and may be subject to variations owing to external circumstances (e.g. meteorological conditions, strikes, transports delays, closure of sites by the local authorities, etc.) or owing to local service providers. Some of the places visited are subject to high levels of security (the Kremlin for example). The authorities in any country may therefore close any place and prohibit visits without notice. We cannot be held responsible for the unexpected closure of any intended site, and we will always do our best to arrange an alternative visit in such instances. In the event of cancellation of an excursion, we will try to offer replacement tours. In the event of cancellation, the excursion price will be refunded. No additional compensation may be claimed in such circumstances.

A minimum number of guests may be required to operate an excursion. If that number is not reached, the excursion may be cancelled or an additional charge may be assessed.

For the exotic river cruises, the excursions that are booked locally are organized by local companies independent of CroisiEurope. Even if they are proposed by our local representatives, as an extra service to passengers, they are bought freely on the spot and do not form a component part of the holiday booked through CroisiEurope. All descriptions and tariffs shown are for guidance purposes only.

Any dispute, accident or incident in the delivery of these services must be solved on the spot with the company concerned and are not the responsibility of CroisiEurope or the travel agency from which the trip was booked.

**25. PERSONAL ITEMS/LUGGAGE:** Animals, hazardous objects and products, such as illegal substances, firearms, weapons and knives, explosives, oxygen, compressed air or inflammable products, etc. are strictly prohibited on board. The ship owner reserves the right to deny boarding if you are in possession of such items. You will be responsible for all damage suffered by the ship owner owing to the failure to abide by the aforementioned obligations.

Security of luggage and of personal belongings is your responsibility. We cannot, in any way, be held responsible for lost items. Forgetting luggage on board may result in the charging of any additional costs incurred in recovering it. We advise you to take out luggage insurance. In the event of loss, late delivery or damage to luggage in the context of air transfers, it is the passenger's responsibility to fill in the luggage complaint form at the airport with the airline.

**26. VALUABLE ITEMS:** We are not responsible for loss of or damage to valuable items, money, financial documents, jewelry, and personal property. We request you not to leave valuable items unattended. Furthermore, we advise you not to leave in the luggage you entrust to carriers any valuable items, keys or identity papers, or medicinal products essential to your health. We cannot be held responsible in the event of damage to and loss or theft of personal effects.

**27. COMPLAINTS:** If there are problems during the trip, please contact your attendant or purser immediately to find a solution. All complaints must be forwarded to us within 10 days of disembarkation, in writing. Our response time varies from 1 to 3 months depending on the time necessary to follow up with staff, hotels or service providers necessary for any claim.

**28. PURCHASES:** All purchases made from local vendors are the sole responsibility of customers. Please do not purchase counterfeit items.

**29. CANCELLATION OF CRUISES BY CROISIEUROPE:** CroisiEurope reserves the right to cancel cruises for circumstances of force majeure, recurrent climatic or natural events (high and low water, cyclones, etc.) or circumstances which may

render it impossible to enjoy certain service provisions for reasons relating to passenger safety, at any time prior to departure or during the cruise. CroisiEurope will, insofar as this is possible, offer a replacement cruise of equivalent value. You may take advantage of such replacement cruise or else receive a refund under the terms set out in these conditions. If you accept the replacement cruise, no reimbursement or payment of compensation will take place. CroisiEurope reserves the right to cancel a cruise without liability up to 21 days prior to departure in the event of insufficient bookings. CroisiEurope America Corp may, in the event of unforeseen circumstances making reimbursement impossible, hold passenger refunds as a Future Cruise Credit (FCC), valid for up to 18 months from the date of cancellation. Certain items, including insurance, pre and post stays, airfare, and other non-cruise portions of your vacation may be non-refundable. All insurance is non-refundable.

### 30. CHANGES TO PROGRAMS, ITINERARIES AND TIME-TABLES:

In the event of a strike, bad weather conditions endangering the operation of the vessel or extraordinary circumstances, CroisiEurope may at times and without notice, advance or delay a departure or a stopover or, if need be, change ports of call. We are not responsible in the event of earlier or later departure or arrival, modification or substitution of ports of call. CroisiEurope may not be held responsible for any failure to adhere to the arrival and departure times given in this brochure, regardless of the port of call.

The captain is the sole master on board and may decide at any time to divert the ship or cancel a port of call. The captain may cancel the cruise or modify the itinerary of the cruise if he judges it appropriate to the interests of passengers and the safety of the vessel. If the cruise is interrupted for reasons of force majeure, we will provide a refund for the days of the cruise affected but will have no further liability.

Possible unforeseen circumstances (civil or religious festivals, political demonstrations, strikes, breakdowns, traffic jams, changes by government authorities, or other legitimate reason) may bring about modifications to visits or excursions for which CroisiEurope is not responsible. Some destinations are subject to particular meteorological and climatic conditions. Some ports of call may be reversed, curtailed or cancelled, particularly for the reasons stated above. In the event of cancellation, shore excursions will be reimbursed. No other compensation will be payable.

### 31. CHANGE IN CABIN CATEGORY OR NUMBER BY THE SHIPOWNER:

For technical or operational reasons, river companies or ship-owners may allot a cabin other than the one in your confirmation without liability other than the refund of the difference in price if a change to a lower category cabin is necessary.

**32. TRANSPORTATION DELAYS:** The considerable increase in air and rail traffic, events beyond our control (strikes, technical incidents, meteorology, etc.) and safety imperatives mean that charter and regular airline companies and railway companies are not always able to respect their schedules. Delays, both on departure and on return, are possible and are

beyond the control of the carrier, the tour operator and the travel agency, and we have no liability for such delays. Therefore, allow a reasonable period of time, particularly for the return flight, in the event of connecting flights or important appointments.

If you are traveling to or from the cruise by your own means, we recommend that you book tickets which can be changed or refunded. Airline companies strongly recommend online check-in the day before the flight (outward and return).

### 33. RESPONSIBILITY OF CROISIEUROPE:

CroisiEurope America Corp, a Florida corporation, acts only as agent for the cruise line, Alsace Croisieres, SA, a French company doing business as CroisiEurope. In its capacity as organizer of cruises, both as owner and charterer, the responsibility of CroisiEurope is limited to issues pertaining to the ship's crew and to the ship. We are not responsible for any damage suffered by passengers on dry land, such as injuries, accidents, loss, irregularities, delays, lack of means of transport, etc. imputable to external companies such as airline companies, hotels, reception agencies, restaurateurs, suppliers, etc. Non-cruise service such as land transportation, accommodation, and transfers reserved in addition to the cruise do not fall under our responsibility. We have no special knowledge regarding the financial condition of travel suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at destinations, we recommend contacting the U.S. State Department at (202) 647-5225 or go to [www.travel.state.gov](http://www.travel.state.gov), click on "Find International Travel Information", then click on "Country Information", and fill in the name of the destination country. For medical information, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or [www.cdc.gov/travel](http://www.cdc.gov/travel).

You hereby release us and our affiliates from any and all claims for loss or damage to baggage or property or from personal injuries or death, or from loss delay, arising out of the acts, omissions or negligence of any independent contractors, such as air carriers, hotels, shore excursion operators, restaurateurs, transportation providers, medical personnel or other providers of services or facilities. All arrangements made for guests with independent contractors, including medical services, are made solely for convenience to participant and are done at the participant's own risk. Medical personnel are independent contractors. We are not responsible for damages for emotional distress, mental suffering or psychological injury or any kind, except to the extent prohibited by 46 USC §183c(b), which applies only to cruises to or from points in the United States. Tickets, vouchers and any other travel documents are subject to all terms and conditions of the respective suppliers (some of which may limit suppliers' liability).

We are entitled to any and all liability limitations, immunities and rights applicable to them or any of them under the Strasbourg convention on the limitation of Liability of Owners of Inland Navigation Vessels (CLNI), with protocols and amendments, together with the further provisions of the International Convention of Limitation of Liability for Maritime Claims, 1976, with revisions and amend-

ments (hereinafter collectively referred to as the "Convention"). We are also entitled to any and all exemptions from liability, liability limitations, immunities and rights applicable under the 1976 Athens Convention as amended, which limits the carrier's liability for death of or personal injury to a passenger to no more than 46,666 special drawing rights as defined therein (approximately US\$70,000 which fluctuates depending upon a daily exchange rate as printed in the Wall Street Journal) and the laws of the United States including Title 46 US Code Sections 30501- 30509 and 30511, if and as applicable, and by those other and further limitations of liability set forth in the statutory and general maritime law of the United States, including Title 46 US Code Section 181-186, 188, as well as any other applicable nation's laws limiting liability. We are entitled to claim the benefit of whichever law, regulation, treaty or doctrine provides the greatest legal protections to us.

**34. REPATRIATION ASSISTANCE:** Medical repatriation and assistance is included free of charge in all our cruises and trips. For further information, please inquire. NOTE: This does not cover hospital or other medical costs incurred.

**35. TRAVEL AGENT:** All travel agents are solely your agents for purposes of the Passenger Ticket Contract and all other documents concerning the river or ocean cruise and any related arrangements made by the travel agent for any other or related travel, lodging, excursions, tours or facilities of any nature, neither we nor the operator or carrier of the river or ocean cruise vessel shall be responsible for any representation or conduct of your travel agent, including but not limited to any failure to remit your funds to us as sales agent for the particular operator or carrier, which will not relieve you of liability for payment.

### 36. FORUM & JURISDICTION FOR LEGAL ACTION - JURY WAIVER:

This agreement is considered to be made and accepted in Palm Beach, Florida. These terms and the rights and obligations of the parties and any legal action concerning their interpretation, enforcement, or claimed breach of term, obligation or duty as contained or related to these provisions or arising from the terms and conditions shall be interpreted, construed and governed by the laws of the State of Florida, and any such claims shall be litigated, if at all before a court of competent jurisdiction in the courts of the county of Palm Beach, Florida USA, to the exclusion of any other courts in other country, state, county, city or municipality or locale. You agree to consent to jurisdiction and waive any objection that may be available to any such action or proceedings being brought in such courts. You and we waive the right to trial by jury.

For information and reservations contact your travel agent or call:

Phone: 1-800 768 7232

[info-us@croisieurope.com](mailto:info-us@croisieurope.com)

[www.croisieurope.com](http://www.croisieurope.com)