

# The Old School Cruise 2022

## Terms and Conditions

**CURRENT SCHEDULED CRUISE DATE: APR 29 – MAY 2, 2022**

**IMPORTANT NOTICE:** THESE ARE THE TERMS AND CONDITIONS OF THE LEGALLY BINDING CONTRACT (HEREIN THE “CONTRACT”) BETWEEN YOU AND THE CRUISINGAGENTS.COM, INC. CERTAIN OTHER PERSONS AND ENTITIES, AS WELL AS THE SHIP ITSELF, ARE ALSO GRANTED RIGHTS UNDER THIS CONTRACT.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CONTRACT CONTAINS ALL TERMS OF OUR AGREEMENT AND SUPERSEDES ALL OTHER ORAL, IMPLIED OR WRITTEN AGREEMENTS, COMMUNICATIONS OR REPRESENTATIONS.

Please read this Contract carefully, ask us any questions you have about it, and/or consult an attorney if desired before you agree to be bound by it. YOUR ATTENTION IS ESPECIALLY DIRECTED TO CLAUSES A.1, A.3, A.4, A.5, A.6, A.7 and A.9 BELOW, WHICH CONTAIN IMPORTANT LIMITATIONS ON YOUR RIGHT TO ASSERT CLAIMS AGAINST US AND CERTAIN THIRD PARTIES, INCLUDING LIMITATIONS ON THE FORUM, THE TIME FOR FILING LEGAL PROCEEDINGS, AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

You acknowledge that you have taken note of these Terms and Conditions before making a booking and have accepted the same by checking the box

marked "I ACCEPT". Without this acceptance, the processing of a booking is not possible.

## **TERMS AND CONDITIONS OF CONTRACT**

### **A. GENERAL PROVISIONS**

**Important Definitions /Third-Party Beneficiaries:** "Ship" refers to the ship that will provide the ocean transportation portion of the Cruise. "Owner" refers to the owner and, where applicable, operator of the Ship; "CruisingAgents" refers to CruisingAgents.com Inc, and any parent, subsidiary or other affiliated companies, all parties may be collectively referred to as the "Company" or "Companies". The term "Cruise" used herein refers to the "The Old School Cruise 2022" offered by CruisingAgents. The term "you" used herein refers to all persons booking or purchasing the Cruise or otherwise travelling under this Contract.

a. Certain third parties derive rights and exemptions from liability as a result of this Contract. Specifically, all of our rights, exemptions from liability, defenses, and immunities under this Contract (including, but not limited to, those arising under Clauses A.3, A.4, A.5, A.6, A.7 and A.9), the applicable law, and the limitations on the forum, the time for filing legal proceedings, and the right to participate in a class action will also inure to the benefit of our employees and agents, the Ship and the Ship's tenders, operators, managers, charterers, officers, staff, crewmembers, shipbuilders and manufacturers of all component parts and all suppliers, shore excursion or tour operators, Ship's physician, Ship's nurse, retail shop personnel, health and beauty

staff, fitness staff, photographers, entertainers, and other concessionaires and independent contractors. These third parties will have no liability to you, either in contract or in tort, which is greater than or different from ours.

**2. Providing Cruise:** In consideration of the receipt in full of the fare and subject to the terms and conditions of this contract: (a) Provider agrees to transport you on the Ship on for our Old School Cruise, in order to enable you to take the Ship portion of the Cruise. This Contract is valid only for the Cruise and for the stateroom or suite specified in this Contract or assigned by us. The person accepting this Contract represents that he/she is authorized by all persons on the same booking to accept and agree to be bound by the terms and conditions of this Contract on their behalf. Although this Contract refers to Owner, CruisingAgents and the Companies as “we” and “us,” neither Owner, CruisingAgents or Company shall be liable for the acts or omissions of any other Company or with respect to the services provided or to be provided by any other Company.

**3. Time Limits for Noticing Claims, Filing and Service of Lawsuits; Forum for Legal Actions; Class Action Waiver:** All disputes and matters whatsoever arising under, in connection with or incident to this contract, including without limitation claims against third parties other than CruisingAgents, are governed by the following time limits for noticing claims, and filing and service of legal proceedings (including arbitration):

a. In any case governed by 46 United States Code Section 30508, which is a United States statute that permits any

shipowner to limit the time during which a passenger may file a claim or commence suit, you may not maintain any lawsuit as described herein against us or any third party or the Ship for loss of life or personal injury, including emotional distress, unless written notice of the claim is delivered to us not later than six (6) months after the day of death or injury, any lawsuit is commenced not later than one (1) year after the day of death or injury, and valid service of the lawsuit on CruisingAgents, Owner, the Ship or any third party, as applicable, is made within thirty (30) days following the expiration of that one-year period.

b. For all other claims, including but not limited to claims for loss or damage to baggage, breach of contract, misrepresentation, illness or death or injury not governed by 46 United States Code Section 30508, whether based on contract, tort, statutory, constitutional or other legal rights, including but not limited to alleged violation of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with this Contract or your Cruise no matter how described, pleaded or styled, you may not maintain any legal proceeding (including an arbitration) against us or the Ship or any third party, nor will we or the Ship or such third parties be liable therefor, unless we receive written notice of claim within thirty (30) days after conclusion of the Cruise and the documents commencing the legal proceeding are properly served on CruisingAgents, Owner, the Ship or any third party, as applicable, within thirty (30) days following the expiration of that six-month period.

c. In the case of a claim by or on behalf of a minor or legally incompetent person, or in the case of a wrongful death claim, the time periods described above shall begin to run on the earlier of: (a) date of appointment of a legal representative for the minor or legally incompetent person, or the estate (as the case may be); (b) the date on which the minor reaches legal age or the incompetent person is restored to competence; or (c) three (3) years after the day of death, injury or damage, as applicable.

d. YOU AND WE AGREE TO ARBITRATE ALL CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF THE RELATIONSHIP BETWEEN US, even if the claim arises or may arise from acts or omissions occurring before or after the Cruise EXCEPT that you and we agree not to arbitrate (i) claims for personal injury, illness or death of a passenger or (ii) individual claims within the jurisdiction of and brought in small claims court. This agreement to arbitrate is governed by and entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. (“FAA”), and the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 9 U.S.C. §§ 202-208 (“the Convention”) and may be enforced under either the FAA or the Convention. YOU MAY REJECT THIS ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS IN THIS PARAGRAPH. IF YOU DO, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO REQUIRE ARBITRATION. Rejection of the arbitration provision will not affect any other aspect of this Contract. To reject the arbitration provision, you must send us a notice by the earlier of (a) 30 days

after you or your agent first receives this contract, whether electronically or in paper copy, or (b) the date of Initial Departure. The notice must include your name, your itinerary, and your sailing date and be mailed to Arbitration CruisingAgents.com Inc Attn: Legal Department 15325 Chinaberry Street, MD 20878. This is the only method you can use to reject the arbitration provision.

e. Arbitration shall occur in Montgomery County, State of Maryland, U.S.A., to the exclusion of any other forum. You consent to jurisdiction and waive any objections to arbitration in Montgomery County, Maryland. Either you or we may start an arbitration proceeding by sending to the other, by certified mail, a letter requesting arbitration that (i) describes the nature and basis of the claim or dispute and (ii) sets forth the relief sought. If you start the arbitration, you must send that letter to us at Arbitration, Arbitration CruisingAgents.com Inc Attn: Legal Department 15325 Chinaberry Street, North Potomac, MD 20878, and we must receive the letter within the time specified for serving documents commencing legal proceedings. The American Arbitration Association (“AAA”) will administer the arbitration under its Commercial Dispute Resolution Rules and the Supplementary Procedures for Consumer-Related Disputes (the “AAA Rules”), which are deemed to be incorporated herein by reference as modified by these terms. The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitrator must be a lawyer with at least ten years of experience in maritime law, who will be selected under the AAA’s rules. The arbitrator must follow this Contract and can award the same

damages and relief as a court, including attorneys' fees where the applicable law allows. Arbitration is more informal than a lawsuit in court. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL IN ARBITRATION. THE PARTIES SHALL HAVE THE RIGHT TO PRE-ARBITRATION DISCOVERY TO THE EXTENT PERMITTED BY, AND SUBJECT TO THE CONDITIONS OF, THE AAA RULES. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IF YOU OR WE WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

f. NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR A CLASS MEMBER. If this prohibition on class arbitrations is found to be invalid or unenforceable, the agreement to arbitrate shall not apply. The arbitrator shall have no authority to make an award to, for the benefit of, or against any person not a named party to the arbitration.

g. ALL CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF THE RELATIONSHIP BETWEEN US AND NOT SUBJECT TO ARBITRATION SHALL BE LITIGATED, IF AT ALL, IN AND BEFORE THE UNITED STATES DISTRICT COURT FOR THE MONTGOMERY COUNTY OF MARYLAND, OR, AS TO THOSE LAWSUITS AS TO WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, IN THE COURTS OF

MONTGOMERY COUNTY, STATE OF MARYLAND, U.S.A., TO  
THE EXCLUSION OF ALL OTHER COURTS.

**4. Limitation on Liability; Governing Law; Non-Provider Services:**

a. In the event you are injured, become ill, or die, or your property is lost or damaged, or you and/or your property is delayed, or you sustain any other loss or damage whatsoever, we will not be liable to you unless the occurrence was due to our negligence or willful fault. We disclaim liability to you under any circumstances for infliction of emotional distress, mental suffering or psychological injury which was not: (i) the result of physical injury to you caused by the negligence or fault of an employee, manager or agent of CruisingAgents; (ii) the result of you having been at actual risk of physical injury caused by the negligence or fault of an employee, manager or agent of CruisingAgents; or (iii) intentionally inflicted by an employee, manager or agent of CruisingAgents. In no event will we be liable to you for consequential, incidental, exemplary or punitive damages.

b. This Contract is issued at Montgomery County, Maryland. On international cruises which neither embark, disembark nor call at any U.S. port and where the passenger commences the cruise by embarkation or disembarks at the end of the Cruise in a port, we shall be entitled to any and all liability limitations and immunities for loss of or damage to luggage, death and/or personal injury on the liability of carriers to passengers in the event of accidents. In addition, and on all other Cruises, all the exemptions from and limitations of liability provided in or authorized by the laws of the



United States shall apply, including Title 46 of the United States Code, sections 30501 through 30509 and 30511 which are United States statutes limiting the liability of vessel owners. Except as otherwise set forth, this Contract shall be governed by and construed exclusively in accordance with the general maritime law of the United States, which shall also govern any claims or disputes arising out of our relationship, without regard to choice of law rules and which replaces, supersedes and preempts any provision of law of any state or nation to the contrary; to the extent such maritime law is not applicable, the laws of the State of Maryland (U.S.A.) shall govern this contract, as well as any claims or disputes arising out of our relationship.

c. We do not undertake to supervise, nor assume any liability in respect of, the acts or omissions of the Ship's physician, Ship's nurse, retail shop personnel, health and beauty staff, photographers or any other third party providing services, all of whom are either independent contractors or are employed by independent contractors, and work directly for the passenger when performing their services. All shore excursions, accommodations and services in the air and on shore (referred to as "Non-Provider Services") are performed by third parties who are independent contractors, and not by us. We neither supervise nor control the activities provided by Non-Provider Services and assume no liability and make no representation either express or implied as to their suitability. By way of example only, Non-Provider Services include goods and services provided by shoreside physicians, air ambulance, hotels, restaurants, airlines

(including the airline(s) used in any Air Package), railroads, shore excursion and tour operators, helicopter operators, amusement park operators, dayboat operators and motor coach operators. As a result, you are assuming the entire risk of utilizing Non-Provider Services subject only to whatever terms or arrangements are made by you or on your behalf with the third party furnishing the Non-Provider Service. Similarly, any medical examination or treatment you receive from medical personnel aboard the Ship during the Cruise is provided solely for your convenience by independent contractors rather than our agents or employees. We do not undertake to supervise the medical expertise of any such personnel and will not be liable for the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which a doctor or nurse may furnish or fail to furnish to you. Furthermore, you may be charged for such professional services.

d. You assume all risks for injury, death or loss as a consequence of your use of the Ship's athletic or recreational equipment or as a consequence of criminal conduct by any third party.

e. During your Cruise, we are transporting you and your property only between ports of call. At ports where the Ship is unable to dock, we will arrange for appropriate transportation from the place where the Ship is at anchor to the dock. Persons with mobility impairments traveling on a Carnival Cruise Line Ship should refer to the Special Needs page of Carnival's website

(<https://www.carnival.com/about-carnival/special-needs.aspx>)

regarding limitations on our ability to help you go ashore.

f. Although we will use our best efforts to provide you with the Cruise, situations may occur which require that changes be made. By way of example only, we may adjust itineraries and schedules, change talent performing onboard the cruise, delay departures or arrivals without any further obligation to you to refund any portions of your fare or reimburse any of your expenses. If CruisingAgents cancels a Cruise, due to casualty, weather, labor problems, the need to render assistance to others, governmental or insurer directives, passenger or employee injury or illness, schedule delays or changes by third parties, repair and maintenance requirements, fuel or other shortages, or damage to the Ship, other means of transportation, roads, tracks, bridges, docks, equipment or machinery CruisingAgents' only obligation in CruisingAgents's sole discretion, will be to provide an alternative sailing. Furthermore, the Master of the Ship or of any other vessel as well as the operator of any other means of transportation may, in his/her sole discretion, elect not to proceed in the ordinary course. Consequently, we cannot guarantee the itinerary of the Cruise (including the time of sailing from or arrival at any port or that all ports will, in fact, be called at, or that all places on your Cruise). We reserve the right to provide you with alternative transportation whenever the Cruise is unable to proceed or be completed in the ordinary course.

During the Cruise, guest artists may perform onboard the ship while some may perform on land at various ports of call contingent on artist availability, scheduling conflicts, transportation limitations, and other potentially unforeseen circumstances. Venues may be altered prior to any performance to accommodate unexpected circumstances.

CruisingAgents.com inc reserves the right, in its sole discretion, to move your seat in the event of capacity limitations or as necessary to accommodate all our guests in the theater. In the event of a seating re-assignment, you will be notified by a Live representative at the contact information provided during booking. Please note that the seat selection option is a courtesy provided to our guests and a seating change will not entitle you to a refund or any compensation whatsoever. Please read the full Terms & Conditions here for terms of your booking.

g. Your safety is very important to us. For safety or other reasons that we believe qualify as a good cause, we may, without notice, substitute any suitable ship, ships or other means of transportation, change any date of sailing or travel or cancel any sailing.

h. If the Cruise is canceled (for reasons other than mechanical failures of the Ship), we may disembark you at any port or terminate your travel at any location, and transship and forward (at our expense, but at your risk) you and your property to or toward a port or location from which you may return home or to the Ship, as appropriate. The means of conveyance may or may

not belong to us and may or may not proceed directly to the desired destination. If a Cruise, is canceled before commencement, you will be entitled, as your exclusive remedy, is to receive an alternative sailing. If a Cruise is canceled after commencement, you will be entitled to the compensation from Carnival Corp. Notwithstanding the foregoing, we are not obligated to issue any refund to you in the event of a canceled port visit. In the event a Cruise is terminated early due to mechanical failures of the Ship, you are entitled to transportation to the Ship's scheduled port of disembarkation, or at our discretion to your home city, at our expense. When such disembarkation caused by mechanical failures of the Ship at an unscheduled port requires an overnight stay, you are also entitled to lodging at the unscheduled port of disembarkation at our expense. For sake of clarity, all payments made to CruisingAgents and/or CarnivalCorp for the Cruise are non-refundable and nothing contained herein shall be construed to give you grounds to get a refund if you decide to cancel the Cruise. CruisingAgents will not be responsible for any loss incurred due to a canceled/delayed flight or other means of transportation booked by you.

i. You acknowledge that for round trip cruises commencing in a country that stops in other ports of that country, you may visit but may not permanently disembark in any port in that country other than the port of embarkation. If you do disembark in a different port in that country, a fine or penalty may be imposed by that country's government. In consideration of the fare paid, you

hereby agree to pay any such fine or penalty imposed because of your failure to complete the entire Cruise.

**5. Authority to Deny Transportation, Confine and Remove Passengers:** We may determine that for your safety, the safety of the ship, or other means of transportation or the safety or comfort of other passengers or our employees, you should be denied transportation or other services either before or during the Cruise. In any such circumstance you may be confined to your stateroom, quarantined, restrained or refused participation in any conduct or activities of any nature without liability to us for a refund, payment or compensation whatsoever. By way of example, these would include situations where: (a) you are or become in such condition as to be unfit to travel or dangerous or obnoxious to other passengers or employees; (b) you are inadmissible under the immigration or other laws of any country included in the Cruise, itinerary or fail at any time to possess required travel documents; (c) you fail to abide by the rules or orders of the Master or other Ship's officers; or (d) you solicit other passengers or employees for commercial or professional purposes or advertise goods or services onboard the Ship without our prior written permission. If transportation is denied after departure, you and your baggage may be landed or transported to any port or location that we select, without any resulting liability for refund, payment, compensation or credit on our part. If you are disembarked or any other actions are taken for any reason pursuant to this paragraph A.6, you will not be entitled to any refunds or damages.

**6. Baggage:**

a. We will carry as baggage only your personal effects consisting of wearing apparel, toilet articles, and similar items for your wearing, comfort or convenience during the Cruise, and not belonging to or intended for use by any other person or for sale. Radioactive materials, inflammable or hazardous items, controlled substances (other than lawfully obtained prescription drugs), firearms, and illicit materials are strictly prohibited. For loading and unloading the Ship and other means of transportation, all baggage must be tendered for carriage in securely constructed and locked suitcases or trunks. All baggage must be able to be both safely stowed in your stateroom on the Ship and fit in the baggage compartment of any means of transportation. The only animals permitted to accompany you are qualified service animals for passengers with disabilities; you are responsible for complying with governmental health and other requirements as to service animals.

b. We are not liable for: (1) any loss, damage, or delay before baggage comes into our actual custody at the commencement of your Cruise or after baggage leaves our actual custody at the conclusion of your Cruise; (2) any loss, damage or delay while baggage is not in our custody which includes any period during which baggage is in the custody of airlines or (3) damage due to wear, tear or normal usage. For security and legal reasons, baggage is subject to search, and illegal or potentially unsafe property is subject to seizure, both before and during the Cruise.

c. We do not assume any liability for any loss of or damage to or delay of perishable items, medicine, liquor, cash, credit or debit cards, jewelry, gold, silver, or similar valuables, including but not limited to those specified in Title 46 of the United States Code section 30503, securities, financial instruments, records or other valuable or business documents, computers, cellular telephones, cameras, hearing aids, dental hardware, eyewear, electric wheelchairs, scooters, or other video or electronic equipment, binoculars, film, videotape, computer disks, audio disks, tapes or CDs. These items should not be left lying about the Ship or your stateroom, nor should they be left unattended on other vessels, railcars or other vehicles or in hotels, or placed in luggage other than a bag that you carry with you. In addition, we do not assume any liability for any loss of or damage to carry-on baggage left unattended on the Ship or on other means of transportation or in hotels. The Ship and certain hotels may be equipped with stateroom or room safes or safe-deposit boxes in the Ship's or hotel's Front Office; using these facilities will not, however, increase our liability as provided in this Contract.

d. The fare has been established on the basis of our assumption that the total value of your property that you are taking with you on the Cruise (exclusive of the items mentioned in Clause 7(c) above) will not exceed U.S. \$100 per guest or U.S. \$200 per stateroom/suite regardless of the number of occupants or bags. (1) damaged items will be settled on the basis of repair costs; and (2) lost, damaged or delayed baggage must be reported to the Owner or CruisingAgents' representative within 48 hours after



discovery and a written claim to us must be made within 30 days after the conclusion of the Cruise.

e. Notwithstanding the foregoing, loss or damage to mobility and other medical equipment caused by our fault or neglect is subject to our sole discretion to either repair or replace the equipment.

**7. Passenger Liability in Certain Cases:** You will be required to indemnify and reimburse us for all expenses we incur as a result of any misrepresentation made by you, as a result of the need to provide you with medical services, as a result of your detention by immigration, health or port authorities, or as a result of any personal injury or damage caused by your acts or omissions or the acts or omissions of any passenger under age 21 traveling with you. We will have a lien for such expenses on your property that you have taken with you on your Cruise. If due to weather or other unforeseen reasons, flights are adversely impacted, or you are otherwise required to spend an additional night in a location, hotel and meal costs are your responsibility.

**8. Travel Agents:** Any travel agent you use in connection with your Cruise, acts solely for you and is deemed your agent. We are not responsible for the financial condition or integrity of any such travel agent. In the event that an agent fails to remit to us any monies paid by you to the agent, you remain liable for the fare due us, regardless of whether we demand payment before or after Initial Departure. Any refund made by us to an agent on your behalf is considered, for purposes of this contract, as being the same as payment to you whether or not the monies are delivered by the agent to you. Receipt of any

documents or information by your travel agent, including but not limited to this contract, shall be deemed to constitute receipt by you.

## **9. Payment Terms: CruisingAgents.com Inc Terms of Purchase**

a. **Liability:** CruisingAgents.com Inc, its affiliates, parent companies, employees, shareholders, officers, and directors (collectively "CruisingAgents") does not own or operate any entity which is to or does provide goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground operators, guides, sightseeing companies, entertainment, food or drink service providers, equipment suppliers, etc. As a result, CruisingAgents is not responsible for any negligent or willful act or failure to act of any person or entity. In addition, CruisingAgents is not responsible for any negligent or willful act or failure to act of any person or entity it does not own or control, nor for any act or inaction of any other third party not under its control. By booking a cabin you expressly agree to be bound by and accept the CruisingAgents Terms and Conditions.

b. **Payment Plans:** CruisingAgents has several payment plans available to you for the Cruise. By selecting one or more of the payment plans available, you authorize us to charge your Payment Method for monthly, quarterly or semi-annual payments as selected without additional notice to you. By choosing to pay in installments you understand that you will be charged a \$20 service fee per person in addition to the event and cruise price.

You expressly agree not to dispute any credit card charges associated with this trip.

c. All credit card payments will be assessed a 3% fee, to be paid at the time of the charge.

d. All gratuities need to be paid 90 days before the cruise departs. The gratuities are equal \$55pp for the cruise (\$15 a day pp) This will be automatically charged on or about January 29th 2022

**e. Passport Policy:**

*For United States Citizens:*

A valid passport book is required for all travel outside the United States. To be considered valid, passports must have an expiration date later than six months after your date of travel. For further information and passport requirements, please visit <https://travel.state.gov/content/travel/en/passports.html>.

*For Non-United States Citizens:*

You must have a valid passport and any necessary visas for travel. Please carefully verify the existing identification requirements for your particular travel situation with your local consulate. In addition, non-U.S. citizens who have previously been admitted to the United States for permanent residence must carry their Permanent Residence Card (Form I-551), commonly known as a Green Card. Resident aliens not in possession of this must obtain one at the nearest office of the United States Immigration Service.

*Visas:*

Visa requirements will vary depending on the passport under which you are traveling and the countries being visited. Guests traveling under non-U.S., non-Canadian, and non-European passports must check with the Consulate of every country visited during the cruise for specific Visa requirements. When contacting a Consulate, provide the complete itinerary for the cruise so they can give accurate information. A guest may also contact a Visa service agency in his or her country for assistance. Failure to comply with the Passport Policy will result in a cancellation of your reservation at no refund to you.

**f. Cancellation and Modifications Policy:**

i. **Cancellations.** All payments to CruisingAgents or Carnival Corp are non-refundable. Our policy is very strict due to the unique type of venue and event. The booking of the cruise event is non refundable and final. A no show passenger is treated as a cancellation and forfeits all payments made as well. If necessary the cruise event and concerts could be rescheduled, if CruisingAgents determined that is in the best interest of the event.

*For California Residents only:*

Upon cancellation of the transportation or Travel Services, where the Traveler is not at fault and has not canceled in violation of any terms and conditions previously clearly and

conspicuously disclosed and agreed to by the Traveler, all sums paid to the seller of travel for services not provided will be promptly paid to the Traveler, unless the Traveler advises the seller of travel in writing, after cancellation. This provision does not apply where the seller of travel has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, the seller of travel must provide a California Traveler with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

ii. **Modifications:** CruisingAgents or Carnival may adjust itineraries and schedules, change any talent performing onboard the cruise, delay departures or arrivals without any further obligation to you. CruisingAgents will not be responsible for any loss incurred due to a cancelled/delayed flight or other means of transportation. CruisingAgents.com has entered into an agreement with each performing artist on your Cruise to be present onboard the Cruise and to perform in accordance with terms specified therein. However, neither CruisingAgents.com nor Carnival shall be liable or responsible for failure of any artist

or musician to appear on board or to perform under their contractual agreement.

g. **Included/Excluded Charges:** The cabin prices advertised are “cruise only” and are based upon double occupancy, except for “Singles.” The price does not include airfare, ground transportation, onboard purchases, purchased drinks onboard, personal items, gratuities, or excursions. It does include meals (except for meals at the specialty restaurants), shows and onboard events produced by CruisingAgents.

h. **Credit Cards/Cancellation Fees:** CruisingAgents reserves the right to charge additional fees for returned payments, late payments, missed payments, canceled cards, chargebacks, credit card changes, invalid credit cards, cancellations and cancellations as a result of your failure to comply with any requests by CruisingAgents. The fee assessed shall be \$150 per person plus 5% of the total transaction. In addition

i. **Trip Protection:** Should you have to cancel your Cruise because of illness, injury or death to you or an immediate family member, depending on the type of coverage purchased, Travel Insurance may protect some or all deposits and payments for Cruise costs. All payments to CruisingAgents are nonrefundable so we strongly encourage the purchase of Travel INSURANCE as soon as you purchase your cruise. Please inquire at the time of booking about Travel Insurance, as certain benefits are time-sensitive. Purchasing Travel Insurance at a much later date may limit some of the coverage as to pre-existing or other

conditions. CruisingAgents.com recommends the immediate purchase of Travel Insurance that includes emergency medical evacuation, flight delay, baggage and repatriation coverage (if available).

It is Passenger's responsibility to understand the limitations of their insurance coverage and purchase additional insurance as needed. It is the Passenger's sole responsibility to research, evaluate and purchase appropriate coverage. Passenger agrees that CRUISINGAGENTS.COM is not responsible for any uninsured losses.

j. **Currency:** Unless otherwise noted, all prices on the website and any fees associated with the Cruise including any applicable taxes are quoted in United States Dollars ("USD"). All payments to CruisingAgents will be charged in USD to your selected payment method. You may incur an additional fee by your bank or credit card processor if it is an international transaction.

**10. Protocols:** Guest acknowledges and agrees that the VOYAGE, including pre- VOYAGE requirements and activities, may be subject to health and safety protocols set forth by Carnival and/or any applicable governmental agencies or entities (collectively, the "PROTOCOLS"). Such PROTOCOLS may be in effect as of the effective date hereof and/or may come into effect prior to or during the VOYAGE. The guest further acknowledges and agrees that such PROTOCOLS may affect or prohibit certain onboard activities. Guest acknowledges and agrees that such

PROTOCOLS may affect or prohibit certain onboard programming and service offerings, including programming and service offerings provided by CruisingAgents and/or Carnival. The Guest represents and warrants that it shall adhere to such PROTOCOLS. CruisingAgents shall not be liable for any changes to, or any cancellation of, Carnival and/or Carnival's onboard programming or service offerings, as a result of such PROTOCOLS.

**11. Eligibility; Passenger Condition:** There are risks inherent to being aboard the Ship and other means of transportation. These include, by way of example, having to evacuate the ship or other means of transportation in case of emergency, having to move about on the Ship or other vessels during rough seas, and lack of access to full medical services. For people who are ill or who have a mental or physical disability or impairment, these risks are more significant. For example: access to all parts of the Ship, other means of transportation, or to facilities onshore may be difficult or impossible for some passengers. In addition, medical evacuations during the Cruise, whether at sea, by tender, or by deviating from the scheduled itinerary, may create an increased risk of harm and may not be feasible for a variety of reasons. We reserve the right to determine, in our sole discretion, exercised in good faith, whether and when a medical evacuation from the Ship will occur. For these reasons, we request that if you have any special medical, physical, or other requirements, these be brought to our attention immediately upon receipt of this Contract. In limited situations where you would be unable to satisfy certain specified safety



and other criteria, even when provided with appropriate auxiliary aids and services, we reserve the right to refuse permission to participate in all or part of the Cruise. You are liable to us for any costs incurred for emergency medical care including medical care provided ashore, as well as transportation and/or lodging in connection therewith.

**12. Compliance with Laws/Minors:** Immigration, health, and other laws, both in the United States and other countries, may require that you obtain a certain visa, hold a passport, be inoculated, obtain parental consent or otherwise obtain documentation prior to entering or returning to a country. It is your sole responsibility to take all steps as may be required to enable you to comply with these laws. The United States Department of State, Centers for Disease Control and Prevention, and other governmental and tourist organizations regularly issue advisories and warnings to travelers. CruisingAgents strongly recommends that you obtain and consider such information when making travel decisions. CruisingAgents assumes no responsibility for gathering or providing said information to you. No person under 18 years of age (“Minor”) is allowed onboard the Cruise. CruisingAgents strictly prohibits Minors from booking a cabin or sailing onboard the ship even if they are accompanied by an adult. CruisingAgents reserves the right to cancel a reservation, deny entry onboard the ship, or require a passenger to disembark immediately if they are in violation of this policy with no refund or compensation to the passenger.

**13. Personal Information; Authority to Use and Sell Pictures, Video Images, and Audio Recordings:** Personal information we collect from you may be used by us or our affiliates for marketing

purposes; it will not, however, be sold to unaffiliated third parties. In addition, some governmental and quasi-governmental agencies require or request that we provide them with your personal information. You authorize us to use and/or provide to others your personal information as described above and acknowledge that we do not assume any liability to you for our doing so. We periodically photograph or otherwise film people participating in Cruises for retail, marketing, promotional, publicity, and training purposes. Without any requirement that we compensate you or obtain any additional approvals from you, you authorize us to include photographic, video recordings, and other visual portrayals of you, as well as voice recordings included with any videos, in photographs, videos, DVDs, or other media that we sell at retail or that we use for marketing, promotional, publicity and/or training activities in all media now known or hereafter devised without any limitations whatsoever. You expressly agree not to use any photograph, video recordings, and other visual or audio portrayals of you and/or any other guest in combination with crew or the Ship or depicting the Ship, it's design or equipment or any part thereof whatsoever for any commercial purpose or in any media broadcast or for any other non-private use, without the express written consent of the CruisingAgents or Owner.

**14. Transferability and Sevarability:** This Contract cannot be transferred by you. Any additions, deletions, or other alterations to, or waivers of any term of, this Contract which are purported to have been made by us and which have not been agreed to in writing by the President of CruisingAgents will not be legally binding upon us. Any provision of this Contract which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of

such prohibition or unenforceability and the validity and enforceability of the remaining terms and conditions of this Contract will not otherwise be affected, nor will the validity and enforceability of such provision be affected in any other jurisdiction.

**15. Passenger Bill of Rights:** In the event of a direct conflict between a provision of this Contract and a provision of the Cruise Industry *Passenger Bill of Rights* (PBOR) in effect at the time of booking, the PBOR controls.

**FORCE MAJEURE.** IN THE EVENT SHOW CANNOT REASONABLY BE PUT ON BECAUSE OF UNPREDICTABLE OCCURRENCES FOR ACTS OF GOD, FIRE, ACCIDENT, RIOT, STRIKE, PANDEMIC OR ANY EVENTS OF ANY KIND OR CHARACTER WHATSOEVER, including shelter-in-place orders, quarantines, government shutdowns, substantial interruption to air travel, civil unrest, substantial interruptions in supply chains, and other economic ripples caused by the response to an epidemic, pandemic, or any other type of situation WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING EVENTS WHICH WOULD PREVENT OR INTERFERE WITH THE PRESENTATION OF THE SHOW HEREUNDER. IN THIS CASE NO FURTHER DAMAGES MAY BE SOUGHT FOR FAILURE TO PERFORM BECAUSE OF FORCE MAJEURE. If possible new event dates will be MADE WITHIN 60 DAYS OF CANCELLATION.

## **B. THE CRUISE**

**1. Hostilities:** Although unlikely, the Ship may be confronted by actual or threatened war, warlike operations or hostilities. In addition to our

right to deal with this situation under our general right to respond to safety concerns, we may also decide that it would be prudent for the Ship to sail with or without lights, omit observance of practices, rules and regulations as to navigation, cargo or others applicable in time of peace, or sail armed or unarmed and with or without convoy.

**2. Photography:** CruisingAgents may take photographs or film of its Cruise and Cruise participants, and the participant grants CruisingAgents express permission to do so and grants CruisingAgents permission to use such photographs/film for promotional or commercial use.

## **C. DISCLAIMERS**

**1. Actions out of our control.** CruisingAgents.com Inc including its affiliate, subsidiary, and parent companies, all entertainers performing on the ship and their agents and Carnival Cruise Line neither controls, nor operates, nor are they responsible for the actions of independent contractors such as airlines, railroad companies, tour operators, or ground transporters. The above said deny any responsibility for liability for late arrival of your flight or train or for any illness, injury, damage, loss of cruise time, or other irregularities resulting therefrom. You are responsible for arriving at the respective ports on time for embarkation and for joining the vessel at its next port of call if, for any reason, you miss a scheduled sailing. Your signature is binding. CruisingAgents may take appropriate measures to protect our guests, staff, and Artists,

**2. Reserved Rights. We reserve the right to change all itineraries and entertainers without notice and with no further obligation. We**

reserve the right to refuse service to any person or cancel your reservation at any time at our sole discretion.

**3. Disclaimer of Warranties.** The inclusion or offering of any services by us does not constitute any endorsement or recommendation of such products or services. UNLESS OTHERWISE STATED, ALL GOODS AND SERVICES OFFERED BY US ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, AND ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE FOR ALL GOODS AND SERVICES SOLD BY/THROUGH US. Applicable law in your jurisdiction may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

#### **D. COVID-19 RELEASE / INDEMNIFICATION**

**1. Coronavirus/Covid-19.** For the purposes of this Contract, the term "COVID-19" shall include the COVID-19 disease, its underlying virus (SARS-CoV-2), and any mutated versions of the virus or disease, however named. Covid-19 and any other infectious disease that has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly by

person-to-person contact. As a result, federal, state and local governments and federal and state health agencies recommend social distancing, and have, in many locations, prohibited the congregation of groups of people.

Carnival has put in place preventative measures to reduce the spread of COVID-19; however, CruisingAgents.com, Inc., cannot guarantee that you will not become infected with COVID-19. Further attending the CRUISE could increase your risk of contracting COVID-19.

By accepting this Contract, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the CRUISE and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by attending the CRUISE may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CRUISE employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death (illness, damage, loss, claim, liability or expense, of any kind, that I may experience or incur in connection with my attendance on the CRUISE or participation in CRUISE programming ("Claims")). I hereby release, covenant not to sue, discharge, and hold harmless the CruisingAgents.com, Inc., its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of

any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the CRUISE, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any CRUISE program. This is a general release of all claims, whether known or unknown, suspected or unsuspected, and **specifically waives the rights provided in California Civil Code Section 1542**, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

You hereby also agree to indemnify, defend and hold harmless CruisingAgents.com from and against any and all damages, losses, claims, liabilities, deficiencies, costs, fees (including reasonable attorneys' fees) and expenses, arising out of any claim brought against CruisingAgents.com regarding, resulting, or arising from your participation in, or booking of, the Cruise.

## **E. GENERAL PROVISIONS AND INFO**

**1. Waiver.** No delay or failure by either party to exercise or enforce at any time any right or provision hereof will be considered a waiver thereof of such party's rights thereafter to exercise or enforce each and every right and provision hereof. No single waiver will constitute

a continuing or subsequent waiver. We do not guarantee it will take action against all breaches of this Contract. No waiver, modification or amendment of any provision hereof will be effective unless it is in a writing signed by both the parties.

## **2. Seller of Travel Registration Information.**

a. CruisingAgents.com is registered with the California Department of Justice. CST# 2117789-70. Registration as a seller of travel does not constitute approval by the State of California. California law requires certain sellers of travel to have a trust account or bond. This business has a trust account. This business is not a participant in the Travel Consumer Restitution Corporation.

b. CruisingAgents.com is registered with the State of Florida as a Seller of Travel. Registration No. ST38082

**3. Notices.** Any notices required or permitted hereunder shall be given:

i. If CruisingAgents.com, via email to:

support@theoldschoolcruise.com

ii. If to passenger, at the email or physical address provided by You during the registration process.

iii. Such notice shall be deemed given: upon personal delivery; if sent by electronic mail, upon confirmation of



receipt; or if sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

**4. Issuing Travel Documents.** Passage Ticket will be emailed to reserving Passenger 30 days in advance of departure date. Should you change your email address before your departure date, you are required to advise us of the change. If a Passenger provides incorrect information to us, we do not assume any liability if the Cruise is adversely affected or made impossible by the non-receipt of travel documents.

Updated June 10, 2021