

# Cruise/Cruisetour Resale Ticket Contract



## IMPORTANT NOTICE TO GUESTS

**THIS CRUISE/CRUISETOUR RESALE TICKET CONTRACT IS APPLICABLE ONLY TO GUESTS WHOSE PRIMARY COUNTRY OF RESIDENCE IS THE UNITED STATES OF AMERICA (“U.S.A.”). IF YOUR PRIMARY COUNTRY OF RESIDENCE IS NOT THE U.S.A. THEN PLEASE VISIT <https://www.royalcaribbean.com/guest-terms/> TO DETERMINE THE CRUISE/CRUISETOUR TICKET CONTRACT OR BOOKING TERMS AND CONDITIONS THAT APPLY TO YOU. PLEASE REFER TO SECTION 2.i. BELOW FOR THE DEFINITION OF “PRIMARY COUNTRY OF RESIDENCE.”**

**THIS CRUISE/CRUISETOUR RESALE TICKET CONTRACT CONTAINS IMPORTANT LIMITATIONS ON THE RIGHTS OF PASSENGERS. IT IS IMPORTANT THAT YOU CAREFULLY READ ALL TERMS OF THIS TICKET CONTRACT.**

**YOU ARE ESPECIALLY DIRECTED TO CAREFULLY READ AND UNDERSTAND SECTIONS 3, AND 10 THROUGH 12, AS THEY CONTAIN SIGNIFICANT LIMITATIONS ON YOUR RIGHTS TO ASSERT CLAIMS FOR PERSONAL INJURIES, ILLNESS OR DEATH, AND BAGGAGE AND PERSONAL PROPERTY LOSS OR DAMAGE, AGAINST CARRIER, THE VESSEL, RELATED ENTITIES AND THEIR OFFICERS, AGENTS AND EMPLOYEES AND OTHER THIRD PARTIES, INCLUDING TIME LIMITS AND FORUM FOR CLAIMS AND SUITS, APPLICABLE LAW, ARBITRATION, AND WAIVER OF JURY TRIAL, CLASS ACTIONS AND IN REM PROCEEDINGS.**

**PASSENGER IS FURTHER DIRECTED TO PAY CLOSE ATTENTION TO SECTION 4 AND THE INFORMATION AVAILABLE AT [WWW.ROYALCARIBBEAN.COM](http://WWW.ROYALCARIBBEAN.COM) WHICH CONTAIN IMPORTANT TERMS, CONDITIONS, POLICIES, PROCEDURES AND REQUIREMENTS RELATED TO COVID-19.**

### 1. INTRODUCTION:

This Cruise/CruiseTour Resale Ticket Contract (the “Ticket Contract” or the “Agreement”) describes the terms and conditions that will apply to the relationship between the Passenger and the Carrier for the Vessel with respect to the Cruise or CruiseTour covered by this Agreement. Except as otherwise expressly provided herein, this Agreement supersedes any other written or oral representations or agreements relating to the subject matter of this Agreement or the Cruise or the CruiseTour but excluding the terms of the Cruise Lines International Association (“CLIA”) Passenger Bill of Rights that the Vessel’s Operator has adopted as a requirement of being a member of CLIA. In the event of a direct conflict between a provision of this Ticket Contract and a provision of the CLIA Passenger Bill of Rights in effect at the time of booking (the “CLIA Passenger Bill of Rights”), the CLIA Passenger Bill of Rights controls. In addition, Carrier’s policies and procedures relating to COVID -19 (“COVID-19 Policies and Procedures”) are described generally in Section 4 and elsewhere herein. Carrier reserves the right to change or modify these policies as required or recommended by governmental agencies and health authorities in the U.S. and the destinations visited. Carrier’s COVID-19 Policies and Procedures will be updated as needed and are available at [www.RoyalCaribbean.com](http://www.RoyalCaribbean.com). In the event of any conflict between the COVID-19 Policies and Procedures described herein and those described at [www.RoyalCaribbean.com](http://www.RoyalCaribbean.com), the website policies and procedures shall prevail. All references to “COVID-19” herein shall include any existing or future variants of coronaviruses that cause COVID-19.

Your particular cruise space was sold by the Carrier to a Third Party Reseller that is reselling or otherwise providing that space to you. That Third Party Reseller may establish its own terms and conditions that govern the relationship between you and the Third Party Reseller. Any such terms and conditions shall not modify the terms and conditions of this Ticket Contract. Among other things, that third party may offer entertainment or amenities or other programs (collectively “Third Party Amenities”) that are not part of the Cruise or CruiseTour sold to the Third Party Reseller. The Carrier bears no responsibility for the marketing or performance of any Third Party Amenities and disclaims any liability to Passenger

for the same. In addition, the Cruise or CruiseTour Fares, payment and cancellation/refund terms and conditions for the Cruise or CruiseTour Fares are established by the Third Party Reseller. Carrier shall bear no responsibility for providing any refunds, cruise credit or any other form of compensation to Passenger for their Cruise or CruiseTour; such refunds, cruise credit or any other form of compensation shall be the sole responsibility of the Third Party Reseller.

Purchase or use of this Ticket Contract, whether or not signed by the Passenger, shall constitute the agreement by Passenger, on behalf of himself and all other persons traveling under this Ticket Contract (including any accompanying minors or other persons for whom the Ticket Contract was purchased), to be bound by the terms and conditions of this Ticket Contract. This Ticket Contract cannot be modified except in a writing signed by a corporate officer of Operator. In addition, Guest acknowledges the availability of and Guest agrees to abide by the terms and conditions which appear in the applicable Carrier brochure or online at [www.RoyalCaribbean.com](http://www.RoyalCaribbean.com) (excluding the Cruise or CruiseTour Fares, payment terms, and cancellation/refund terms which shall be established by the Third Party Reseller). Except for the items excluded by the preceding sentence, in the event of any conflict between the Third Party Reseller's terms, or other brochure or website materials and this Ticket Contract, the terms of this Ticket Contract shall prevail.

## 2. DEFINITIONS:

- a. "Agreement" means the terms and conditions set forth in this Ticket Contract which shall constitute an agreement between Passenger and Operator for the Cruise or CruiseTour.
- b. "Carrier" shall include: (i) the Vessel, or any substituted ship; its launches or crafts; and (ii) the Vessel's Operator, owner, manager and charterer.
- c. "Cruise" means the specific cruise covered by this Ticket Contract, as the same may be modified and shall include those periods during which the Guest is embarking or disembarking the Vessel and those periods when the Guest is on land while the Vessel is in port.
- d. "Cruise Fare" or "CruiseTour Fare" means the amount due to the Third Party Reseller for the Cruise or CruiseTour, whether such amounts are owing and/or have been paid to the Third Party Reseller, but does not include amounts due for other products or services such as air transportation, photographs, gratuities, telephone calls, or medical services which can be purchased separately. Charges to the Passenger for government or quasi-governmental taxes and fees, whether assessed on a per passenger, per vessel, per berth or per ton basis, and any fuel surcharges, security surcharges or similar assessments made by airlines, trains, buses, hotels or other third parties are established by the Third Party Reseller and are due and payable by Passenger to such Third Party Reseller. For CruiseTours that include air travel, airfare is included in the CruiseTour Fare.
- e. "CruiseTour" means the combined vacation package officially published and offered by Carrier, which includes the applicable cruise and associated Land Tour.
- f. "Operator" means the entity identified in Section 20 below.
- g. "Passenger" or "Guest" or "Your" means all persons traveling under this Ticket Contract and persons in their care, together with their respective heirs and representatives. "Passenger" shall include the plural and the use of the masculine shall include the feminine.
- h. "Land Tour" means the land tour component of a CruiseTour to be provided either prior to the initial embarkation on the cruise or after the final debarkation from the Cruise. "LTO" means to operator of the Land Tour portion of any CruiseTour.
- i. "Primary Country of Residence" means the country where you primarily reside at the time of booking the cruise. This should be indicated by you, your agent, or other representative at the time of booking the cruise or at online check-in.
- j. "Third Party Reseller" shall mean the unrelated third party to whom the Carrier has sold all available passenger berths on the Cruise or CruiseTour covered by this Agreement.
- k. "Transport" means the railcars, buses and other modes of transportation or accommodation provided by a LTO in connection with a Land Tour.

l. "U.S. Cruise(s)" means a Cruise or Cruises in which the Vessel's planned itinerary includes embarkation, disembarkation or a call at a port in the United States of America, including its territories.

m. "Vessel" means the ship owned or chartered or operated by Operator on which Passenger may be traveling or against which Passenger may assert a claim, as well as any substituted ship used in the performance of this Ticket Contract.

### 3. BAGGAGE, PROPERTY AND LIMITATIONS OF LIABILITY:

a. **Baggage Limits and Prohibited Items.** Each adult Passenger is permitted to carry onboard the Vessel or check-in only the wearing apparel and personal effects reasonably necessary for the cruise, including suitcases, trunks, valises, satchels, bags, hangers containing clothing, toiletries and similar items. In no event shall any Passenger bring on board the Vessel or check-in, or in connection with the Land Tour, any illegal controlled substances (including medical marijuana), fireworks, live animals (except under the terms of Section 13.e below), weapons, firearms, explosives or other hazardous materials, or any other items prohibited by applicable law or Carrier policy. Marijuana possession and/or use, including medical marijuana, and possession or use of any illegal drugs, is strictly prohibited in many jurisdictions visited and on the Vessel at all times, as well as in terminals, during shore excursions or any other part of the Cruise, regardless of any local, state, or other laws which might permit use or possession of marijuana. Passengers who violate the laws of any jurisdiction are subject to being reported to law enforcement or customs authorities, arrest and prosecution. Passengers who bring on board dangerous items, marijuana in any form, or any illegal drugs or controlled substances are also subject to immediate disembarkation or denial of boarding. Passengers shall have no claim for refund, loss, damage, inconvenience, or compensation whatsoever under any of these circumstances. Passenger shall be responsible to notify Carrier in advance of the Cruise if there is any question as to the permissibility of taking any item or substance onboard the Vessel. Carrier reserves the right to refuse to permit any Passenger to take on board the Vessel or on any mode of Transport any item Carrier deems inappropriate.

b. **Liability for Loss of or Damage to Baggage.** Unless negligent, Carrier is neither responsible nor liable for any loss of or damage to Passenger's property, whether contained in luggage or otherwise. Liability for loss of or damage to Passenger's property in connection with any air or ground transportation shall be the sole responsibility of the provider of the service and in accordance with applicable limitations.

c. **Limitation of Liability for Lost or Damaged Property.** Notwithstanding any other provision of law or this Agreement, Carrier's liability for loss or damage to property during the Land Tour portion of a CruiseTour is limited to \$300.00 per Passenger. Notwithstanding any other provision of law or this Agreement, Carrier's liability for loss or damage to property for the cruise (or for the cruise only portion of a CruiseTour) shall be limited to \$300.00 per Passenger, unless Passenger declares the true value of such property in writing to the Carrier at the address specified below in Section 10.a.iii for non-U.S. Cruises or 10.b.iii for U.S. Cruises, and pays Carrier within 10 days of final payment for the Cruise, a fee of five percent (5%) of the amount that such value exceeds \$300.00. In such event, Carrier's liability shall be limited to its true declared value, but not exceeding \$5,000.

d. **Limited Carriage.** Carrier does not undertake to carry as baggage any tools of trade, household goods (including but not limited to appliances and furniture) fragile or valuable items, precious metals, jewelry, documents, negotiable instruments or other valuables, including but not limited to those specified in Title 46 of the United States Code, Appendix Section 181. Each Passenger warrants that no such item will be presented to Carrier within any receptacle or container as baggage, and hereby releases Carrier from any liability whatsoever for loss of or damage to such items when presented to Carrier in breach of this warranty. In no event shall Carrier be liable for normal wear or tear of luggage or property, or loss of or damage to jewelry, cash, negotiable paper, photographic/electronic, medical or recreational equipment, dental hardware, eyewear, medications or other valuables unless they are deposited with Carrier on the Vessel for safekeeping against receipt (LTOs do not accept valuables for deposit). Carrier's liability, if any, for loss of or damage to valuables so deposited shall not exceed the amounts indicated in Section 3.c above.

### 4. PUBLIC HEALTH, COVID-19 POLICIES AND PROCEDURES, KNOWING ACCEPTANCE OF THE RISKS

**a. Recommended Consultation with Personal Physician.** Passengers are encouraged to discuss the advisability of travel with their personal physicians and to review the U.S. Centers for Disease Control (“CDC”) website for updated information. The CDC has identified elderly persons and persons with certain chronic medical conditions as being at increased risk of life-threatening complications from being infected with COVID-19. PASSENGER ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT WHILE ABOARD THE VESSEL, IN TERMINALS AND BOARDING AREAS, OR DURING ACTIVITIES ASHORE AND/ OR WHILE TRAVELING TO OR FROM THE VESSEL, THE PASSENGER OR OTHER PASSENGERS MAY BE EXPOSED TO COMMUNICABLE ILLNESSES, INCLUDING BUT NOT LIMITED TO COVID-19, INFLUENZA, COLDS AND NOROVIRUS. PASSENGER FURTHER UNDERSTANDS AND ACCEPTS THAT THE RISK OF EXPOSURES TO THESE COMMUNICABLE ILLNESSES AND OTHERS IS INHERENT IN MOST ACTIVITIES WHERE PEOPLE INTERACT OR SHARE COMMON FACILITIES, IS BEYOND CARRIER’S CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. PASSENGER KNOWINGLY AND VOLUNTARILY ACCEPTS THESE RISKS AS PART OF THIS TICKET CONTRACT, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURES, AND/OR ALL RELATED DAMAGES, LOSS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.

**b. Agreement to Abide by Current COVID-19 Policies and Procedures.** Carrier’s COVID-19 Policies and Procedures are subject to guidance and directives of established health authorities in the U.S. and other destinations where the Vessel visits, including the CDC and other international, national and local health agencies when the Vessel is within those agencies’ jurisdiction. Passenger acknowledges that these directives may change from time to time and that Carrier’s COVID-19 Policies and Procedures may therefore change. Passenger expressly agrees to comply not only with the COVID-19 Policies and Procedures as they are described herein, but also as they are set forth on Carrier’s website at [www.RoyalCaribbean.com](http://www.RoyalCaribbean.com), at all times including pre-embarkation, while onboard, during port calls and shore excursions and/or final disembarkation. In case of any conflict between the COVID-19 Policies and Procedures described herein or on Carrier’s website, the website governs. Passenger’s agreement to abide by Carrier’s COVID-19 Policies and Procedures constitutes an integral part of this Ticket Contract.

**c. COVID-19 Policies and Procedures.** Passenger understands that Carrier’s COVID-19 Policies and Procedures may or will include (but are not be limited to): (1) providing an accurate, truthful and complete health questionnaire in a form and containing any and all health or travel-related questions as required by Carrier in its sole discretion, for each Passenger prior to boarding; (2) pre-embarkation and/or periodic testing and temperature checks of each Passenger; (3) modified capacity rules for activities (including but not limited to restaurants, gyms, and entertainment events onboard and for shore excursions) which may limit or eliminate the ability of Passenger to participate in particular activities; (4) mandatory use by each Passenger (except where medically contraindicated) of face coverings in most locations outside of the Passenger’s cabin while onboard, during embarkation, disembarkation and shore excursions; (5) mandatory social distancing of Passengers at any/all times while on board and during embarkation, disembarkation, and shore excursions; (6) additional restrictions during shore excursions depending on local conditions, including but not limited to denial of disembarkation at destinations unless participating in only Carrier-approved shore excursions; (7) mandatory hand-sanitizing by Passenger upon entry or exit of any public areas; (8) confinement of Passengers to cabins, quarantine or emergency disembarkation of Passenger if, in Carrier’s sole discretion, such steps are necessary to prevent or slow the spread of COVID-19; (9) the required completion by Passenger in a timely manner of any written authorizations or consent forms required for Carrier to carry out its COVID-19 Policies and Procedures (including but not limited to medical information, medical privacy, or personal data privacy consent forms); (10) vaccination of Passengers with documentary proof satisfactory to Carrier, according to the criteria set forth in Carrier’s COVID-19 Policies and Procedures in effect at the time of sailing; and (11) other policies and procedures deemed by Carrier in its sole discretion to be necessary to reduce the risk of spread of COVID-19. Passenger acknowledges that: (i) Carrier’s Privacy Policy for Health Protection Measures (“Health Privacy Policy”) is an integral part of Carrier’s COVID-19 Policies and Procedures; (ii) the Health Privacy Policy has been made available to Passenger; and (iii) Passenger agrees to the terms of the Health Privacy Policy.

**d. Mandatory Compliance with COVID-19 Policies and Procedures.** Notwithstanding any other provision contained herein or in Carrier’s Refund Policy (which does not apply to any Passengers booked under a Resale Ticket Contract, such

as this Ticket Contract), any noncompliance by Passenger or members of Passenger's travelling party with Carrier's COVID-19 Policies and Procedures or this Ticket Contract shall be grounds for refusal to board, refusal to re-board after going ashore, quarantine onboard the Vessel, disembarkation, reporting to governmental or health authorities, or other steps deemed necessary in Carrier's sole discretion under the circumstances to protect the health and well-being of others. Under these circumstances, Passenger shall not be entitled to a refund or compensation of any kind. Passenger will be responsible for all related costs and fines, including without limitation travel expenses and for proper travel documentation for any port, or for departure from or arrival to Passenger's country of residence. Under no circumstances shall Carrier be liable for any damages or expenses whatsoever incurred by any Passenger as a result of such denial of boarding, refusal to re-board, quarantine, disembarkation, or other steps taken by Carrier.

e. **Passenger Testing Positive for COVID-19 Pre-Cruise.** Passenger agrees that if at any time within five (5) days prior to embarkation, Passenger tests positive for COVID-19, exhibits signs or symptoms of COVID-19 or has had close contact with a person confirmed or suspected as having COVID-19, or Carrier otherwise determines in its sole discretion that Passenger is unfit to board because of any communicable illness, Carrier may deny boarding to such Passenger. Unless Carrier determines that Passenger has failed to comply with Carrier's COVID-19 Policies and Procedures or this Ticket Contract, any Passenger denied boarding under these circumstances will be entitled to receive from the Third Party Reseller a refund or future cruise credit equal in value to the Cruise Fare Passenger paid to the Third Party Reseller, as determined in accordance with the Third Party Reseller's refund and cancellation policy. Carrier, in its sole discretion, may require Passenger to provide verification satisfactory to Carrier of Passenger's positive test result if the test was administered by a provider other than those retained by Carrier. If Passenger seeks to cancel their cruise booking due to testing positive for COVID-19, please refer to the Third Party Reseller's refund and cancellation policy. Under no circumstances shall Carrier have any liability for a refund, future cruise credit or any other form of compensation or other damages whatsoever, including but not limited to compensation for lodging or travel.

f. **Passenger Testing Positive for COVID-19 During Cruise.** Passenger understands and agrees that if, after boarding, and even if Passenger has fully complied with all COVID-19 Policies and Procedures, Passenger tests positive for COVID-19 or exhibits signs or symptoms of COVID-19, Carrier may disembark, refuse re-boarding after a shore excursion, or quarantine Passenger as well as members of Passenger's travelling party, or take other steps which Carrier determines, in its sole discretion, are necessary under the circumstances to protect the health and well-being of others. Under these circumstances, any such Passenger with a known or suspected case of infection with COVID-19 who is disembarked, refused re-boarding, or quarantined shall be entitled to receive from the Third Party Reseller a prorated refund or future cruise credit for the unused portion of the Cruise Fare paid to the Third Party Reseller, as determined in accordance with the Third Party Reseller's refund and cancellation policy. For further details, refer to the Third Party Reseller's refund and cancellation policy. Each such Passenger is responsible for all other related costs and fines, including without limitation travel expenses. Under no circumstances shall Carrier be liable to any such Passenger for a refund, a future cruise credit, or any costs, damages or expenses whatsoever incurred by any Passenger.

##### 5. MEDICAL CARE AND OTHER PERSONAL SERVICES:

a. **Availability of Medical Care.** Due to the nature of travel by sea and the ports visited, the availability of medical care onboard the Vessel and in ports of call may be limited or delayed and medical evacuation may not be possible from the Vessel while at sea or from every location to which the Vessel sails.

b. **Relationship with Service Providers.** To the extent Passengers retain the services of medical personnel or independent contractors on or off the Vessel, Passengers do so at their sole risk. Any medical personnel attending to a Passenger on or off the Vessel, if arranged by Carrier, are provided solely for the convenience of the Passenger, work directly for the Passenger, and shall not be deemed to be acting under the control or supervision of the Carrier, as Carrier is not a medical provider. Likewise, any onboard concessions (including but not limited to the gift shops, spas, beauty salon, art program, photography, formalwear concessions) are either operated by or are independent contractors on board the Vessel, on Transport or elsewhere and are provided solely for the convenience of Passenger. Even though the Carrier shall be entitled to charge a fee and earn a profit for arranging such services, all such persons or

entities shall be deemed independent contractors and not acting as agents or representatives of Carrier. Carrier assumes no liability whatsoever for any treatment, failure to treat, diagnosis, misdiagnosis, actual or alleged malpractice, advice, examination or other services provided by such persons or entities. Guest acknowledges that the Vessel's hair dresser, manicurist, art auctioneer, gift shop personnel, spa personnel, wedding planners and other providers of merchandise and personal services are employees of independent contractors and that Carrier is not responsible for their actions.

c. **Payment for Medical or Personal Care Services.** Passenger shall pay for all medical care or other personal services requested or required, whether onboard or ashore, including the cost of any emergency medical care or transportation incurred by Carrier and any costs associated with the provision of medical services as provided in the CLIA Passenger Bill of Rights. If Passenger is unable to pay and the Carrier pays for such expenses, then Passenger shall reimburse Carrier for those expenses.

#### 6. SHORE EXCURSIONS, TOURS, FACILITIES OR OTHER TRANSPORTATION:

As stated in Section 4 or as may be stated on Carrier's website at [www.RoyalCaribbean.com](http://www.RoyalCaribbean.com), Carrier's COVID-19 Policies and Procedures will impose certain restrictions with regard to shore excursions relating to participation, location, time, eligible venues and persons with whom the Passenger may come into contact, as well as restrictions on the number of Passengers. Passenger understands and agrees that Carrier may prohibit Passenger from going ashore in any port of call, and/or limit Passengers going ashore to specific activities or excursions authorized by Carrier, for health-related reasons in its sole discretion.

All arrangements made for or by Passenger for transportation (other than on the Vessel) before, during or after the Cruise or CruiseTour of any kind whatsoever, as well as air arrangements, shore excursions, tours, hotels, restaurants, attractions and other similar activities or services, including all related conveyances, products or facilities, are made solely for Passenger's convenience and are at Passenger's risk. The providers, owners and operators of such services, conveyances, products and facilities are independent contractors and are not acting as agents or representatives of Carrier. Even though Carrier may collect a fee for, or otherwise profit from, making such arrangements and offers for sale shore excursions, tours, hotels, restaurants, attractions, the Land Tour and other similar activities or services taking place off the Vessel for a profit and requires that any such person or entities comply with Carrier's COVID-19 Policies and Procedures, Carrier does not undertake to supervise or control such independent contractors or their employees, nor maintain their conveyances or facilities, and makes no representation, whether express or implied, regarding their suitability or safety. In no event shall Carrier be liable for any loss, delay, disappointment, damage, injury, death or other harm whatsoever to Passenger which occurs on or off the Vessel or the Transport as a result of any acts, omissions or negligence of any independent contractors. See also Section 19 below.

#### 7. CANCELLATION, DEVIATION OR SUBSTITUTION BY CARRIER:

a. Carrier may for any reason at any time and without prior notice, cancel, advance, postpone or deviate from any scheduled sailing, port of call, destination, lodging or any activity on or off the Vessel, or substitute another vessel or port of call, destination, lodging or activity. Except as provided in Section 7.e below, Carrier shall not be liable for any claim whatsoever by Passenger, including but not limited to loss, compensation or refund, by reason of such cancellation, advancement, postponement, substitution or deviation.

b. In connection with a CruiseTour, Carrier has the same right to cancel, advance, postpone or deviate from any scheduled activity, departure or destination, or substitute another railcar, bus, destination or lodging or other component of the CruiseTour. Except as provided in Section 7.e below, Carrier shall not be liable for any claim by Passenger whatsoever, including but not limited to loss, compensation or refund, by reason of such cancellation, advancement, postponement, substitution or deviation.

c. By way of example, and not limitation, Carrier may, without liability (except as provided in Section 7.e below with respect to mechanical failures), deviate from any scheduled sailing and may otherwise land Passenger and her property at any port if Carrier believes that the voyage or any Passenger or property may be hindered or adversely affected as a

result of hostilities, blockages, prevailing weather conditions, labor conflicts, strikes onboard or ashore, breakdown of Vessel, congestion, docking difficulties, medical or lifesaving emergencies, declared pandemics, public health emergencies or outbreak of communicable disease, quarantines, national or regional emergencies or any other cause whatsoever.

d. Carrier shall have the right to comply with any orders, recommendations, or directions whatsoever given by any governmental entity or by persons purporting to act with such authority and such compliance shall not be deemed a breach of this Agreement entitling the Passenger to assert any claim for liability, compensation or refund from Carrier.

e. In the event that a Cruise (or the cruise component of a CruiseTour) is canceled or terminated early due to mechanical failures:

i) Passenger shall have a right to receive from the Third Party Reseller a full refund of the Cruise Fare if the Cruise is canceled in full, or a partial refund if the cruise is terminated early;

ii) Carrier may cover or reimburse Passenger for additional costs (e.g. airline change fees) as deemed appropriate by the Carrier.

iii) If the Passenger has travelled to the Vessel, Passenger shall have a right to transportation (by means selected by the Carrier) to the Vessel's scheduled port of disembarkation or the Passenger's home city; and

iv) Passenger shall have a right to lodging (selected by Carrier) if disembarkation and an overnight stay in an unscheduled port are required due to the Cruise or cruise component of a CruiseTour being cancelled or terminated early because of such mechanical failures.

#### 8. CANCELLATION BY PASSENGER; EARLY DISEMBARKATION:

a. Your Cruise or CruiseTour Fares, including but not limited to any fuel or other supplemental charges, government taxes and fees and other charges are established by the Third Party Reseller, not the Carrier. Similarly, the payment schedule for your Cruise or CruiseTour Fares are established by the Third Party Reseller, not the Carrier. In addition, all cancellation and refund policies for your Cruise or CruiseTour fares are established by the Third Party Reseller, not the Carrier.

b. For cancellations of items purchased from the Carrier such as air flights, hotel stays, transfer services, shore excursions, pre-purchased amenities, Royal Caribbean Travel Protection Program<sup>SM</sup>, pre-booked services (such as spa, photography or wedding services) and pre-booked arrangements such as specialty dining, see the applicable terms and conditions for any applicable cancellation charges.

c. In the event of a cancellation of the Cruise or CruiseTour by Passenger (either before or after the Cruise or CruiseTour has begun), any amounts due to Passenger shall be established and determined by the Third Party Reseller. In the event of early disembarkation of the Passenger for any reason, including pursuant to any provision of this Ticket Contract, such disembarkation shall be without refund, compensation, or liability on the part of the Carrier whatsoever.

d. Any payments of the Cruise or CruiseTour Fares shall be made to the Third Party Reseller and not the Carrier.

#### 9. PASSENGER'S OBLIGATION TO COMPLY WITH AGREEMENT, APPLICABLE LAWS, AND RULES OF CARRIER; QUARANTINE; INDEMNIFICATION:

a. Compliance Obligation Generally. Passenger shall at all times comply with the provisions of this Agreement, all applicable laws, and rules, policies and regulations of the Carrier, the Vessel and the Transport (as the same may be changed from time to time with or without notice), and including Carrier's COVID-19 Policies and Procedures set forth in Section 4 and on Carrier's website at [www.RoyalCaribbean.com](http://www.RoyalCaribbean.com). Passenger agrees not to enter any areas of the Vessel designated for crew only, including crew quarters, under any circumstances whatsoever. Passenger further agrees that Carrier may prohibit or restrict Passenger from bringing any alcoholic beverages for consumption onboard the Vessel and agrees to comply with any Carrier policy covering such matters. Nothing in this Agreement shall grant to Passenger any right to market, advertise, promote, provide or sell products or services to other guests onboard the Cruise or CruiseTour and Passenger shall be prohibited from doing so.

- b. Passengers are solely responsible to maintain in their possession all passports, visas and other travel documents required for embarkation, travel and disembarkation at all ports of call. Passengers assume full responsibility to determine through their travel agent or the appropriate government authority the necessary documents. Passenger agrees to provide to Carrier (at Carrier's reasonable request) any travel documents. Carrier shall return such travel documents to Passenger by no later than the end of the Cruise.
- c. Passenger understands and agrees that Carrier has a zero tolerance policy for illegal activity and shall report such activity to the appropriate authorities.
- d. Each adult Passenger undertakes and agrees to supervise at all times any accompanying minors to ensure compliance with the provisions of this Section 9.
- e. Carrier may also change accommodations, alter or cancel any activities of, deny service of alcohol to, confine to a stateroom or quarantine, search the stateroom, property or baggage of any Passenger, change a Passenger's Land Tour, disembark or refuse to embark the Passenger and/or any Passenger responsible for any minor Passenger, or restrain any Passenger at any time, without liability, at the risk and expense of the Passenger, when in the sole opinion of Carrier or the Captain the Passenger's conduct or presence, or that of any minor for whom the Passenger is responsible, is believed to present a possible danger, security risk or be detrimental to himself or the health, welfare, comfort or enjoyment of others, or fails to abide by Carrier's COVID-19 Policies and Procedures (as described in Section 4 above or on Carrier's website at [www.RoyalCaribbean.com](http://www.RoyalCaribbean.com)) or is in violation of any provision of this Agreement.
- f. Passenger, or if a minor, his parent or guardian, shall be liable for and indemnify Carrier, the Vessel and the Transport from any civil liability, fines, penalties, costs or expenses incurred by or imposed on the Vessel, the Transport or Carrier arising from or related to Passenger's conduct or failure to comply with any provisions of this Section 9 or Section 4, including but not limited to: (i) any purchases by or credit extended to the Passenger; (ii) requirements relating to immigration, customs or excise; or (iii) any personal injury, death or damage to persons or property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of the Passenger, or (iv) failure to abide by Carrier's COVID-19 Policies and Procedures.
- g. Carrier shall not be required to refund any portion of the Cruise or CruiseTour Fare paid by any Passenger who fails for any reason, including failure to abide by Carrier's COVID-19 Policies and Procedures, to be onboard the Vessel or Transport by the embarkation cut-off time applicable to the specific Cruise or CruiseTour or the boarding cut-off time applicable at any port of call or destination or point of departure as the case may be, and shall not be responsible for lodging, meals, transportation or other expenses incurred by Passenger as a result thereof. Embarkation procedures and cut-off times for cruises are available at [www.RoyalCaribbean.com](http://www.RoyalCaribbean.com). Boarding procedure cut-off times for any port of call or destination or point of departure are as announced on the applicable Cruise or CruiseTour. Carrier shall have no obligation to any Passenger to deviate from any scheduled sailing or port of call or destination.
- h. Passenger acknowledges that for certain voyages, such as a round-trip voyage commencing in a United States port, the Passenger must complete the entire voyage and that failure to do so may result in a fine or other penalty being assessed by one or more governmental agencies. Passenger hereby agrees to pay any such fine or penalty imposed because Passenger failed to complete the entire voyage and to reimburse Carrier in the event it pays such fine or penalty.
- i. Carrier may refuse to transport any Passenger, and may remove any Passenger from the Vessel or Transport at any time, for any of the following reasons: (i) whenever such action is necessary to comply with any government regulations, directives or instructions; (ii) when a Passenger refuses to permit search of his person or property for explosives, weapons, dangerous materials or other stolen, illegal or prohibited items; (iii) when a Passenger refuses upon request to produce positive identification; or (iv) for failure to comply with Carrier's rules and procedures, including, for example, Carrier's Guest Health, Safety and Conduct Policy or Carrier's policies against fraternization with crew; or (v) Guest's passage is denied by Carrier pursuant to its Refusal to Transport Policy; or (vi) Passenger fails to abide by Carrier's COVID-19 Policies and Procedures (as described in Section 4 above or on Carrier's website). Carrier's Guest Health, Safety and Conduct Policy and Refusal to Transport Policy are available online at [www.RoyalCaribbean.com](http://www.RoyalCaribbean.com).

j. In the interests of safety and security, Passengers and their baggage are subject to inspection or monitoring electronically with or without the Passenger's consent or knowledge.

k. If Carrier exercises its rights under this Section 9 or Section 4, Passenger shall have no claim against Carrier whatsoever and Carrier shall have no liability for refund, compensation loss or damages of Passenger, including but not limited to any expenses incurred by Passenger for accommodations or repatriation.

10. FORUM SELECTION; GOVERNING LAW; TIME LIMITS TO BRING SUIT; ARBITRATION; CLASS ACTION WAIVER:

a. **FOR CRUISES WHICH ARE NOT U.S. CRUISES NOR CRUISETOURS INCLUDING A U.S. CRUISE**, THE FOLLOWING PROVISIONS APPLY:

(i) **FORUM SELECTION:** EXCEPT AS PROVIDED IN SECTION 10.a.iv. BELOW, ALL DISPUTES, CLAIMS OR OTHER MATTER OF ANY DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED OR INCIDENT TO THIS AGREEMENT, THE CRUISE, CRUISETOUR, LAND TOUR OR TRANSPORT (INCLUDING A CLAIM FOR PERSONAL INJURY, ILLNESS OR DEATH OF A PASSENGER) SHALL BE LITIGATED, IF AT ALL, IN AND BEFORE THE COURTS OF ENGLAND AND WALES, TO THE EXCLUSION OF ALL OTHER COURTS OR TRIBUNALS. PASSENGER HEREBY CONSENTS TO JURISDICTION AND WAIVES ANY VENUE OR OTHER OBJECTION THAT PASSENGER MAY HAVE TO ANY SUCH ACTION OR PROCEEDING BEING BROUGHT IN THE COURTS OF ENGLAND AND WALES.

(ii) **GOVERNING LAW:** THIS AGREEMENT AND ALL DISPUTES OR CLAIMS WHATSOEVER BY PASSENGER ARISING FROM OR RELATED TO THIS AGREEMENT SHALL IN ALL RESPECTS AND WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH ENGLISH LAW. EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN THIS AGREEMENT, PASSENGER AGREES THIS CHOICE OF LAW SUPERSEDES AND PREEMPTS ANY PROVISION OF LAW OF ANY OTHER COUNTRY, STATE, OR TERRITORY.

(iii) **TIME LIMITS FOR PERSONAL INJURY/ILLNESS/DEATH AND OTHER CLAIMS:** NO SUIT SHALL BE MAINTAINABLE AGAINST THE CARRIER, THE VESSEL OR THE TRANSPORT FOR PERSONAL INJURY, ILLNESS OR DEATH OF ANY PASSENGER UNLESS WRITTEN NOTICE OF THE CLAIM, WITH FULL PARTICULARS, IS DELIVERED TO CARRIER AT THE FOLLOWING ADDRESS, C/O RCL CRUISES LTD., BUILDING 7, THE HEIGHTS, BROOKLANDS, WEYBRIDGE, SURREY, ENGLAND, KT13 0XW, WITHIN SIX (6) MONTHS FROM THE DATE OF THE INJURY, ILLNESS OR DEATH AND SUIT IS COMMENCED (FILED) WITHIN ONE (1) YEAR FROM THE DATE OF SUCH INJURY, ILLNESS OR DEATH AND PROCESS SERVED WITHIN 120 DAYS AFTER FILING, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE, TERRITORY OR COUNTRY TO THE CONTRARY. FOR ALL OTHER CLAIMS, REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CRUISE, CRUISETOUR, LAND TOUR OR TRANSPORT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

(iv) **MANDATORY ARBITRATION OF CERTAIN CLAIMS:** ANY DISPUTE, CLAIM OR OTHER CONTROVERSY OF ANY DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED OR INCIDENT TO THIS AGREEMENT, THE CRUISE, CRUISETOUR, LAND TOUR OR TRANSPORT OTHER THAN A CLAIM SOLELY FOR PERSONAL INJURY, ILLNESS OR DEATH OF A PASSENGER, WHETHER BASED ON CONTRACT, TORT, STATUTORY, CONSTITUTIONAL OR OTHER LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO ALLEGED VIOLATION OF CIVIL RIGHTS, DISCRIMINATION, CONSUMER LAWS OR PRIVACY LAWS, OR FOR ANY LOSSES DAMAGES OR EXPENSES, SHALL BE REFERRED TO AND DETERMINED EXCLUSIVELY BY BINDING ARBITRATION ADMINISTERED BY THE INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION (ICDR) IN ACCORDANCE WITH ITS INTERNATIONAL ARBITRATION RULES. IN THE EVENT OF SUCH AN ARBITRAL PROCEEDING, ALL QUESTIONS CONCERNING THE CONSTRUCTION, INTERPRETATION AND VALIDITY OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF ENGLAND

AND WALES WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN ENGLAND AND WALES.

**b. FOR U.S. CRUISES AND CRUISETOURS INCLUDING A U.S. CRUISE,** THE FOLLOWING PROVISIONS APPLY:

(i) **FORUM SELECTION:** EXCEPT AS PROVIDED IN SECTION 10.b.iv. BELOW, ANY DISPUTE, CLAIM OR OTHER MATTER OF ANY DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED OR INCIDENT TO THIS AGREEMENT, THE CRUISE, CRUISETOUR, LAND TOUR OR TRANSPORT (INCLUDING A CLAIM FOR PERSONAL INJURY, ILLNESS OR DEATH OF A PASSENGER) MUST LITIGATED, IF AT ALL, IN AND BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA LOCATED IN MIAMI-DADE COUNTY, FLORIDA, U.S.A. TO THE EXCLUSION OF ALL OTHER COURTS OR TRIBUNALS. AS FOR THOSE LAWSUITS WHICH THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA LOCATED IN MIAMI-DADE COUNTY, FLORIDA, U.S.A. LACKS SUBJECT MATTER JURISDICTION, THE DISPUTE, CLAIM OR OTHER MATTER OF ANY DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED OR INCIDENT TO THIS AGREEMENT, THE CRUISE, CRUISETOUR, LAND TOUR OR TRANSPORT (INCLUDING A CLAIM FOR PERSONAL INJURY, ILLNESS OR DEATH OF A PASSENGER) SHALL BE BROUGHT BEFORE A COURT LOCATED IN MIAMI-DADE COUNTY, FLORIDA, U.S.A. TO THE EXCLUSION OF ALL OTHER COURTS OR TRIBUNALS. PASSENGER HEREBY CONSENTS TO JURISDICTION AND WAIVES ANY VENUE OR OTHER OBJECTION THAT PASSENGER MAY HAVE TO ANY SUCH ACTION OR PROCEEDING BEING BROUGHT IN THE COURTS REFERENCED IN THIS SECTION WHICH ARE LOCATED IN MIAMI-DADE COUNTY, FLORIDA, U.S.A.

(ii) **GOVERNING LAW:** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, THIS AGREEMENT AND ALL DISPUTES OR CLAIMS WHATSOEVER BY PASSENGER ARISING FROM OR RELATED TO THIS AGREEMENT SHALL IN ALL RESPECTS AND WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE GENERAL MARITIME LAW OF THE UNITED STATES OF AMERICA, AND, WHEN APPLICABLE, THE U.S. DEATH ON THE HIGH SEAS ACT (46 U.S.C. § 30301 ET SEQ.). EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN THIS AGREEMENT, PASSENGER AGREES THIS CHOICE OF LAW SUPERSEDES AND PREEMPTS ANY PROVISION OF LAW OF ANY OTHER STATE, TERRITORY OR COUNTRY.

(iii) **TIME LIMITS FOR PERSONAL INJURY/ILLNESS/DEATH AND OTHER CLAIMS:** NO SUIT SHALL BE MAINTAINABLE AGAINST THE CARRIER, THE VESSEL OR THE TRANSPORT FOR PERSONAL INJURY, ILLNESS OR DEATH OF ANY PASSENGER UNLESS WRITTEN NOTICE OF THE CLAIM, WITH FULL PARTICULARS, IS DELIVERED TO THE CARRIER AT THE FOLLOWING ADDRESS, C/O ROYAL CARIBBEAN CRUISES LTD., 1050 CARIBBEAN WAY, MIAMI, FL 33132, WITHIN SIX (6) MONTHS FROM THE DATE OF THE INJURY, ILLNESS OR DEATH AND SUIT IS COMMENCED (FILED) WITHIN ONE (1) YEAR FROM THE DATE OF SUCH INJURY, ILLNESS OR DEATH AND PROCESS SERVED WITHIN 120 DAYS AFTER FILING, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE, TERRITORY OR COUNTRY TO THE CONTRARY. FOR ALL OTHER CLAIMS, REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CRUISE, CRUISETOUR, LAND TOUR OR TRANSPORT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

(iv) **MANDATORY ARBITRATION OF CERTAIN CLAIMS:** ANY DISPUTE, CLAIM, OR OTHER CONTROVERSY OF ANY DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED OR INCIDENT TO THIS AGREEMENT, THE CRUISE, CRUISETOUR, LAND TOUR OR TRANSPORT OTHER THAN A CLAIM FOR PERSONAL INJURY, ILLNESS OR DEATH OF A PASSENGER, 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 AGREEMENT, THE CRUISE, CRUISETOUR, LAND TOUR OR TRANSPORT, NO MATTER HOW DESCRIBED, PLEADED OR STYLED, SHALL BE REFERRED TO AND DETERMINED EXCLUSIVELY BY BINDING ARBITRATION ADMINISTERED

BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IN THE EVENT OF SUCH AN ARBITRAL PROCEEDING, AND NOTWITHSTANDING SECTION 10(b)(ii) ABOVE, ALL QUESTIONS CONCERNING THE CONSTRUCTION, INTERPRETATION AND VALIDITY OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF FLORIDA.

(v) **CLASS ACTION RELIEF WAIVER:** PASSENGER HEREBY AGREES THAT EXCEPT AS PROVIDED IN THE LAST SENTENCE OF THIS PARAGRAPH, PASSENGER MAY BRING CLAIMS AGAINST CARRIER ONLY IN PASSENGER'S INDIVIDUAL CAPACITY. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, PASSENGER AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER, VESSEL OR TRANSPORT WHATSOEVER SHALL BE LITIGATED OR ARBITRATED 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. IF PASSENGER'S CLAIM IS SUBJECT TO ARBITRATION AS PROVIDED IN SECTION 10.b.iv ABOVE, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. PASSENGER AGREES THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SECTION 10.b.iv ABOVE, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.

11. SECURITY:

IN THE EVENT OF AN IN REM PROCEEDING AGAINST THE VESSEL, PASSENGER HEREBY IRREVOCABLY AGREES THAT THE POSTING OF A LETTER OF UNDERTAKING FROM ANY OF CARRIER'S INSURERS SHALL CONSTITUTE AN ADEQUATE AND APPROPRIATE FORM OF SECURITY FOR THE IMMEDIATE RELEASE OF THE VESSEL IN LIEU OF ARREST.

12. LIMITATIONS OF LIABILITY:

a. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CARRIER SHALL NOT BE LIABLE FOR INJURY, DEATH, ILLNESS, DAMAGE, DELAY OR OTHER LOSS TO PERSON OR PROPERTY, OR ANY OTHER CLAIM BY ANY PASSENGER CAUSED BY ACT OF GOD, WAR, TERRORISM, CIVIL COMMOTION, LABOR TROUBLE, GOVERNMENT INTERFERENCE, PERILS OF THE SEA, FIRE, ORDERS BY GOVERNMENT AGENCIES RESTRICTING TRAVEL DUE TO DECLARED PANDEMICS, PUBLIC HEALTH EMERGENCIES OR OUTBREAKS OF COMMUNICABLE DISEASE, COVID-19, INFLUENZA, COLDS AND NOROVIRUS, QUARANTINES, NATIONAL OR REGIONAL EMERGENCIES, THEFTS OR ANY OTHER CAUSE BEYOND CARRIER'S REASONABLE CONTROL, OR ANY ACT NOT SHOWN TO BE CAUSED BY CARRIER'S NEGLIGENCE.

b. PASSENGER AGREES TO SOLELY ASSUME THE RISK OF INJURY, DEATH, ILLNESS OR OTHER LOSS, AND CARRIER IS NOT RESPONSIBLE FOR PASSENGER'S USE OF ANY ATHLETIC OR RECREATIONAL EQUIPMENT; OR FOR THE NEGLIGENCE OR WRONGDOING OF ANY INDEPENDENT CONTRACTORS, INCLUDING BUT NOT LIMITED TO PHOTOGRAPHERS, SPA PERSONNEL OR ENTERTAINERS; OR FOR EVENTS TAKING PLACE OFF THE CARRIER'S VESSELS, LAUNCHES OR TRANSPORTS, OR AS PART OF ANY SHORE EXCURSION, TOUR OR ACTIVITY.

c. CARRIER HEREBY DISCLAIMS ALL LIABILITY TO THE PASSENGER FOR DAMAGES FOR EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY OF ANY KIND UNDER ANY CIRCUMSTANCES, WHEN SUCH DAMAGES WERE NEITHER THE RESULT OF A PHYSICAL INJURY TO THE PASSENGER, NOR THE RESULT OF PASSENGER HAVING BEEN AT ACTUAL RISK OF PHYSICAL INJURY, NOR WERE INTENTIONALLY INFLICTED BY THE CARRIER. WITHOUT LIMITING THE PRECEDING SENTENCE, IN NO EVENT WILL CARRIER BE LIABLE TO PASSENGER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES.

d. ON INTERNATIONAL VOYAGES THAT EMBARK OR DISEMBARK IN A PORT OF A EUROPEAN UNION MEMBER STATE AND DO NOT EMBARK, DISEMBARK OR CALL AT ANY U.S. PORT, CARRIER SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS AND IMMUNITIES FOR DEATH AND/OR PERSONAL INJURY AS PROVIDED UNDER EU REGULATION 392/2009 ON THE LIABILITY OF CARRIERS TO PASSENGERS IN THE EVENT OF ACCIDENTS. ON INTERNATIONAL CRUISES THAT DO NOT EMBARK OR DISEMBARK IN EITHER A PORT IN A EUROPEAN UNION MEMBER STATE OR A U.S. PORT, AND WHICH DO NOT CALL AT ANY U.S. PORT, CARRIER SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS AND IMMUNITIES FOR DEATH AND/OR PERSONAL INJURY AS PROVIDED IN THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA, 1974 AND THE PROTOCOL OF 2002 TO THAT CONVENTION (TOGETHER, THE "ATHENS CONVENTION") ON THE LIABILITY OF CARRIERS TO PASSENGERS IN THE EVENT OF ACCIDENTS. UNDER BOTH EU REGULATION 392/2009 AND THE ATHENS CONVENTION, CARRIER'S LIABILITY IS LIMITED TO NO MORE THAN 400,000 SPECIAL DRAWING RIGHTS ("SDR") PER PASSENGER (APPROXIMATELY U.S. \$552,000) IF THE PASSENGER PROVES THAT THE INCIDENT WAS A RESULT OF CARRIER'S FAULT OR NEGLIGENCE. AN SDR IS AN INTERNATIONALLY RECOGNIZED MONETARY MEASUREMENT WHOSE VALUE FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED BY THE INTERNATIONAL MONETARY FUND AT WWW.IMF.ORG OR IN THE WALL STREET JOURNAL. IF THE LOSS OR DAMAGE WAS CAUSED BY A SHIPPING INCIDENT, DEFINED AS A SHIPWRECK, CAPSIZING, COLLISION OR STRANDING OF THE SHIP, EXPLOSION OR FIRE IN THE SHIP, OR DEFECT IN THE SHIP (AS DEFINED BY THE EU REGULATION AND ATHENS CONVENTION), CARRIER'S LIABILITY IS LIMITED TO NO MORE THAN 250,000 SDRS PER PASSENGER (APPROXIMATELY U.S. \$345,000). COMPENSATION FOR LOSS CAUSED BY A SHIPPING INCIDENT CAN INCREASE TO A MAXIMUM OF 400,000 SDRS PER PASSENGER (APPROXIMATELY U.S. \$552,000) UNLESS CARRIER PROVES THAT THE SHIPPING INCIDENT OCCURRED WITHOUT CARRIER'S FAULT OR NEGLIGENCE. SHIPPING INCIDENTS DO NOT INCLUDE ACTS OF WAR, HOSTILITIES, CIVIL WAR, INSURRECTION, NATURAL DISASTERS, OR INTENTIONAL ACTS OR OMISSIONS OF THIRD PARTIES. IN CASES WHERE THE LOSS OR DAMAGE WAS CAUSED IN CONNECTION WITH WAR OR TERRORISM, CARRIER'S LIABILITY FOR ANY PERSONAL INJURY OR DEATH (WHETHER OCCURRING DURING A SHIPPING INCIDENT OR A NON-SHIPING INCIDENT) IS LIMITED TO THE LOWER OF 250,000 SDRS PER PASSENGER (APPROXIMATELY U.S. \$345,000) OR 340 MILLION SDRS (APPROXIMATELY U.S. \$469,200,000) PER SHIP PER INCIDENT. PUNITIVE DAMAGES ARE NOT RECOVERABLE FOR CRUISES COVERED BY EU REGULATION 392/2009 OR THE ATHENS CONVENTION.

UNDER BOTH EU REGULATION 392/2009 AND THE ATHENS CONVENTION, CARRIER'S LIABILITY FOR LOSS OR DAMAGE TO CABIN LUGGAGE IS LIMITED TO 2,250 SDR (APPROXIMATELY U.S. \$3,181).

IN ADDITION, PASSENGERS EMBARKING A CRUISE IN A EUROPEAN MEMBER STATE PORT ARE AFFORDED RIGHTS UNDER EU REGULATION 1177/2010.

FOR A COPY OF EU REGULATION 392/2009, VISIT [HTTPS://EUR-LEX.EUROPA.EU/LEGAL-CONTENT/EN/TXT/PDF/?URI=CELEX:32009R0392&FROM=EN](https://eur-lex.europa.eu/legal-content/en/txt/pdf/?uri=CELEX:32009R0392&from=en) . FOR A COPY OF THE ATHENS CONVENTION AND THE 2002 PROTOCOL THERETO, VISIT [HTTPS://TREATIES.UN.ORG/DOC/PUBLICATION/UNTS/VOLUME%201463/VOLUME-1463-I-24817-ENGLISH.PDF](https://treaties.un.org/doc/publication/unts/volume%201463/volume-1463-i-24817-english.pdf) AND [HTTPS://TREATIES.UN.ORG/DOC/PUBLICATION/UNTS/NO%20VOLUME/24817/A-24817-080000028053BF55.PDF](https://treaties.un.org/doc/publication/unts/no%20volume/24817/a-24817-080000028053bf55.pdf) (FULL TEXT IN ENGLISH BEGINS AT PAGE 40). FOR A COPY OF EU REGULATION 1177/2010, VISIT [HTTPS://EUR-LEX.EUROPA.EU/LEGAL-CONTENT/EN/TXT/PDF/?URI=CELEX:32010R1177&QID=1643770111876&FROM=EN](https://eur-lex.europa.eu/legal-content/en/txt/pdf/?uri=CELEX:32010R1177&qid=1643770111876&from=en).

e. ALL THE RESTRICTIONS, EXEMPTIONS FROM, AND LIMITATIONS OF LIABILITY PROVIDED IN, OR AUTHORIZED BY THE LAWS OF THE UNITED STATES, INCLUDING BUT NOT LIMITED TO, TITLE 46 OF THE UNITED STATES CODE §§ 30501 THROUGH 30509, AND 30511, SHALL APPLY TO ALL U.S. CRUISES AND CRUISE TOURS THAT INCLUDE A U.S. CRUISE.

**f. THIRD PARTY BENEFICIARIES**

The exclusions and limitations of liability of Carrier set forth in the provisions of this Ticket Contract (including, but not limited to, those contained in this Section 12) as well as all rights, defenses and immunities set forth in this Agreement (including, but not limited to, the forum selection, time limitation, and governing law provisions contained in Section 10) shall also apply to and be for the benefit of certain designated third party beneficiaries which include the parent, subsidiary, affiliate, and successor companies and assigns of all the entities described in Section 2.b above or in this Section 12.f; the officers, directors, employees, agents, crew and pilots of all the entities described in Section 2.b above or in this Section 12.f, and all agents, independent contractors, suppliers, and concessionaires, physicians and medical personnel, retail shop personnel, health and beauty staff, fitness staff, shore excursion providers, tour operators (including, but not limited to, the LTO), shipbuilders, manufacturers and designers of the Vessel or Transport, and/or suppliers and installers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to the Vessel or any substituted ship or Transport, or owned or operated by its owners, operators, managers, agents, charterers, contractors, concessionaires or others; as well as owners and operators of all shoreside properties at which the Vessel or any substituted ship or the Transport may call.

### 13. FITNESS TO TRAVEL; DENIAL OF BOARDING; MINORS:

- a. In addition to the Passenger's representations required in Section 4 regarding COVID-19, Passenger warrants that he and those traveling with him are fit for travel and that such travel will not endanger themselves or others.
- b. Minors. Any Guest under the age of 18 shall be considered a minor and must travel with a parent or Legal Guardian or such other person as may be permitted by Carrier's policies.
- c. Minimum Age. No Guest under the age of 21 will consume any alcoholic beverages while on board the Vessel or Transport except as may be permitted by Carrier's policy. No Guest under the age of twenty-one (21) will be booked in a stateroom unless accompanied by an adult twenty-one (21) years of age or older, except for minors sailing with their parents or guardians in adjacent staterooms, or for under-aged married couples (proof of marriage is required) or except as otherwise permitted by Carrier's policy. Carrier reserves the right to request proof of age at any time and Passenger's age on the date of sailing determines his or her status for the entire cruise vacation.
- d. Pregnancy and Infants. Pregnant women who will enter the 24th week or more of estimated fetal gestational age at any time during the Cruise or CruiseTour will be ineligible to sail, and agree not to book the cruise or board the Vessel or Transport under any circumstances. No infants under a specific age (at least six (6) months for most cruises but twelve (12) months for other cruises) shall be booked on a cruise or CruiseTour, nor brought onboard the Vessel or Transport by any Passenger under any circumstances. The most current minimum age requirements are available online at [www.RoyalCaribbean.com](http://www.RoyalCaribbean.com).
- e. Special Needs. Any Passenger with mobility, communication or other impairments, or other special or medical needs that may require medical care or special accommodations during the cruise or CruiseTour, including but not limited to the use of any service animal, must notify the Carrier of any such condition at the time of booking. Passenger agrees to accept responsibility and reimburse Carrier for any loss, damage or expense whatsoever related to the presence of any service animal brought on board the Vessel or Transport. Passengers acknowledge and understand that certain international safety requirements, shipbuilding standards, and/or applicable regulations involving design, construction or operation of the Vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. Passengers requiring the use of a wheelchair must provide their own wheelchair (that must be of a size and type that can be accommodated on the Vessel) as wheelchairs carried on board are for emergency use only.
- f. Carrier shall have the right to deny boarding for violations of any of the policies set forth in this Section 13 or Section 4. If Carrier exercises its rights under this Section 13 or Section 4 for violations of policy, Passenger shall have no claim against Carrier whatsoever and Carrier shall have no liability for refund, compensation loss or damages of Passenger, including but not limited to any expenses incurred by Passenger for accommodations or repatriation.

g. Recreational water facilities. Our recreational water facilities do not have a lifeguard on duty. Children must be supervised by a parent or legal guardian at all times while in the pools, whirlpools and other recreational water feature areas.

#### 14. ONBOARD ACTIVITIES RISK DISCLOSURE AND ACKNOWLEDGMENT:

Passenger acknowledges that he has read the descriptions below of the activities onboard the Vessel. Participation in the onboard activities is voluntary. Not all activities are available on all Vessels. By reading the descriptions of the onboard activities and the warning/acknowledgement of risk below, Passenger agrees and acknowledges there may be a risk when voluntarily participating in the activities described below. In addition to the warning/acknowledgement of risk below, Passenger agrees to read warning signs onboard and convey both the warning/acknowledgment of risk below and signs onboard to every Passenger in their booking, including minors.

##### Fleetwide:

a. Rock Climbing Wall. Allows Passengers to climb as high as 60 feet above deck (depending on the Vessel) on the Rock Climbing Wall while wearing a safety harness. Restrictions: Must be at least 6 years of age; weight restrictions apply based on equipment and must be able to fit into the harness. Clothing: must wear shorts or pants, socks, dry clothes and climbing shoes which will be provided, no skirts or bikini bottoms.

##### On Several Vessels:

b. Ice Skating Rink. Passengers may engage in unsupervised ice skating during specific hours. Restrictions: Children under 5 years of age must be accompanied on the rink by a parent or Legal Guardian. Ice skates and helmets will be provided. Must wear helmet, long pants and socks. It is the responsibility of the Passenger to make sure that their skates and helmet, and those of any minors, fit properly and are properly fastened.

c. Zipline. Allows Passengers to race across on a Zip Line suspended nine decks above the Vessel's Boardwalk®. Restrictions: Must weigh no less than 75lbs and no more than 275 lbs, and be at least 52 inches tall.

d. RipCord® by iFLY. Allows Passengers to float suspended in the air in this skydiving simulator on deck. Restrictions: Must be at least 3 years of age. Passengers shorter than 6 feet must weigh less than 230 lbs. Passengers 6 feet and taller must weigh less than 250 lbs. Must wear equipment provided.

e. Circus Trapeze School. Trapeze School at the SeaPlex® allows Passengers to take flying trapeze lessons. Safety mats are provided to cushion Your landing. Restrictions: Must be at least 6 years of age, and able to climb a ladder and hang on a trapeze.

f. Roller Skating Rink. Passengers may engage in unsupervised roller skating at the Vessel's roller-skating rink. Restrictions: Children under 5 years of age must be accompanied on the rink by a parent or Legal Guardian. Helmets must be worn. All other safety equipment provided is optional, but highly recommended. It is the responsibility of the Passenger to make sure that their skates, and helmet, and those of any minors, fit properly and are properly fastened.

g. Sky Pad<sup>SM</sup>. Allows Passengers to participate in a supervised bungee trampoline experience. Passenger must be strapped into a safety harness, will be fitted with a virtual reality headset, and suspended by bungee cords over a trampoline. During this activity, Passenger determines how high to jump or whether to jump at all. Restrictions: Must be at least 5 years old to jump and at least 7 years old to jump while wearing a virtual reality headset. Otherwise, wearing of virtual reality headset is optional. Must weigh at least 20 lbs and no more than 240 lbs.

h. FlowRider. The FlowRider® surf simulator causes 30,000 gallons of water per minute to rush underneath the rider at 30 mph creating force similar to 5-ft oceanwaves in the rear wipe-out area, whereas in the front wipe-out area the water depth may be as little as 1 inch. Although the fall area is padded, there is a high risk of injury upon falling and upon being swept by the rushing water into the back of the rear wipe-out area and forced against the back wall. Participants must be at least 58 inches tall to stand up surf and 52 inches to Boogie Board. No loose articles may be worn including knee braces, arm braces, leg braces, hats or sunglasses.

WARNING/ACKNOWLEDGMENT OF RISK: THE ACTIVITIES LISTED ABOVE ARE ALL VOLUNTARY AND ARE NOT SUITABLE FOR ALL GUESTS. YOU OR YOUR CHILDREN MAY SUFFER MINOR OR SERIOUS PHYSICAL INJUR(IES) OR DEATH. THE RISKS OF INJURY INCLUDE (BUT ARE NOT LIMITED TO): BROKEN BONES, FRACTURES, CONCUSSIONS, DIZZINESS, MOTION SICKNESS, DISLOCATIONS, CONTUSIONS, TORN LIGAMENTS AND TENDONS, SPRAINS AND STRAINS, CUTS TO THE HEAD, BODY AND/OR LIMBS, TORN FINGER AND TOE NAILS, BUMPS AND BRUISES, PROPERTY LOSS OR DAMAGE, ABRASIONS AND/OR LACERATIONS. ALTHOUGH RARE, CATASTROPHIC INJURIES MAY OCCUR, AND COULD INCLUDE PERMANENT DISABILITY, SPINAL INJURY, PARALYSIS, OR DEATH. PARTICIPANTS ELECT TO VOLUNTARILY PARTICIPATE IN THE ACTIVITY(IES) WITH FULL KNOWLEDGE AND ACCEPTANCE OF ANY AND ALL RISKS ASSOCIATED WITH THE ACTIVITY AND IDENTIFIED BELOW. PARENTS AND LEGAL GUARDIANS TRAVELLING WITH MINOR CHILDREN WHO ENGAGE IN THE ACTIVITY ARE DEEMED TO HAVE WARNED THE CHILDREN OF THESE RISKS AND ASSUMED THE RISK ON THE CHILD'S BEHALF.

**15. USE OF PHOTOS, VIDEOS OR RECORDINGS:**

- a. Guest hereby grants to Carrier (and its assignees and licensees) the exclusive right throughout the universe and in perpetuity to include photographic, video, audio and other visual or audio portrayals of Passenger taken during or in connection with the Cruise or CruiseTour (including any images, likenesses or voices) in any medium of any nature whatsoever (including the right to edit, combine with other materials or create any type of derivative thereof) for the purpose of trade, advertising, sales, publicity, promotional, training or otherwise, without compensation to the Guest. Such grant shall include the unrestricted right to copy, revise, distribute, display and sell photographs, images, films, tapes, drawings or recordings in any type of media (including but not limited to the Internet). Guest hereby agrees that all rights, title and interest therein (including all worldwide copyrights therein) shall be Carrier's sole property, free from any claims by Passenger or any person deriving any rights or interest from Passenger.
- b. Guest hereby agrees that any recording (whether audio or video or otherwise) or photograph of Guest, other guests, crew or third parties onboard the Vessel or depicting the Vessel, its design, equipment or otherwise shall not be used for any commercial purpose, in any media broadcast or for any other nonprivate use without the express written consent of Operator. The Operator shall be entitled to take any reasonable measure to enforce this provision.

**16. YOUR TRAVEL AGENT:**

Passenger acknowledges and confirms that any travel agent utilized by Passenger in connection with the issuance of this Ticket Contract is, for all purposes, Passenger's agent and Carrier shall not be liable for any representation made by said travel agent. Passenger understands and agrees that receipt of this Ticket Contract or any other information or notices by Passenger's travel agent shall be deemed receipt by the Passenger as of the date of receipt by the agent. Passenger acknowledges that Carrier is not responsible for the financial condition or integrity of any travel agent.

**17. SEVERABILITY:**

Any provision of this Agreement that is determined in any jurisdiction to be unenforceable for any reason shall be deemed severed from this Agreement in that jurisdiction only and all remaining provisions shall remain in full force and effect.

**18. TRANSFERS AND ASSIGNMENTS:**

This Ticket Contract may not be assigned, sold or otherwise transferred by the Passenger. Among other things, this means that the Passenger cannot sell or transfer this Ticket Contract to someone else, and Carrier shall not be liable to the Passenger or any other person in possession of a Ticket Contract for honoring or refunding such Ticket Contract when presented by such other person. The Carrier may assign, convey or transfer its rights in this Agreement to any parent, subsidiary or affiliate of the Carrier who is scheduled to operate the Vessel at the time of the Cruise.

**19. RELATIONSHIP TO OTHER PURCHASES; GLOBAL PURCHASE TERMS AND CONDITIONS:**

To the extent permitted or required by law, this Agreement also covers Carrier's Royal Caribbean Travel Protection Program<sup>SM</sup> products, and any shore excursions, land and hotel packages purchased through Royal Caribbean Cruises Ltd., d/b/a Royal Caribbean International, or RCL Cruises Ltd.

Please note that the purchase of any goods or services, other than the Cruise or CruiseTour, whether purchased on the Vessel or off, made through Royal Caribbean Cruises Ltd., d/b/a Royal Caribbean International, or RCL Cruises Ltd. are also subject to Royal Caribbean's Global Purchase Terms and Conditions. Such goods and services include, but are not limited to, shore excursions, transportation, air arrangements, tours, hotels, restaurants, attractions and other similar activities or services. Any dispute or claim arising out of the purchase of, or participation in, such goods or services must be brought against the independent contractor providing, owning and/or operating such services, conveyances, products or facilities. For a copy of the Global Purchase Terms and Conditions please visit <https://www.royalcaribbean.com/guest-terms/>. NOTWITHSTANDING ANY PROVISIONS OF THE GLOBAL PURCHASE TERMS AND CONDITIONS, ANY AND ALL DISPUTES OR CLAIMS MADE AGAINST CARRIER MUST BE BROUGHT IN ACCORDANCE WITH THE FORUM SELECTION, GOVERNING LAW, AND OTHER LIMITATION PROVISIONS SET FORTH IN THIS AGREEMENT.

#### 20. OPERATOR:

This Ticket Contract was designed for review by guests at <https://www.royalcaribbean.com/guest-terms/> and for guests who first receive their Ticket Contract at pier check-in. Depending upon the Cruise, the Operator for a Royal Caribbean International sailing shall be one of the following entities:

Royal Caribbean Cruises Ltd., 1050 Caribbean Way, Miami, Florida, U.S.A., 33132

RCL Cruises Ltd., Building 7, The Heights, Brooklands, Weybridge, Surrey, England, KT13 0XW

RCL Cruises (Cyprus) Limited, Neocleous House, 195 Makarios III Avenue, 1-5th, Limassol, CY-3030 Cyprus.

The Operator of your Cruise will be indicated on your booking confirmation.

#### 21. SUPPLEMENT CHARGES:

Operator reserves the right to impose a supplemental charge relating to unanticipated occurrences including, but not limited to, increases in the price of fuel. Any such supplement charges may apply, at Operator's sole discretion, to both existing and new bookings (regardless of whether such bookings have been paid in full). Such supplements are not included in the Cruise or CruiseTour Fare.

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