

1. DEFINITIONS AND SCOPE OF CONTRACT

(a) Whenever the name "Reel Screamers Guide Service" (RSGS) is used in this Contract it shall mean and include the Vessel, its owners, operators, employees and agents. The term "Guest" shall include the plural where appropriate, and all persons or entities booking or purchasing passage and/or traveling under this Contract, including heirs, representatives and any accompanying minors. The masculine includes the feminine. "Guest" shall have the same meaning as "Passenger" in this Contract.

(b) "Trip Fare" or "Fare" means the amount paid for the excursion, which includes full board. The excursion fare shall be deemed to be earned when paid and not refundable except as stated in the deposit refund policy

(c) This ticket is valid only for the person(s) named hereon as Guests. The acceptance or use of this ticket by the person(s) named hereon as Guests shall be deemed acceptance and agreement by each of them to all of the terms and conditions of this excursion Contract.

(d) All rights, exemptions from liability, defenses and immunities of RSGS under this contract shall also inure to the benefit of RSGS' facilities, whether at sea or ashore, servants, agents, managers, affiliated or related companies, suppliers, shipbuilders and manufacturers of component parts and independent contractors, including, but not limited to, excursion or tour operators and other concessionaires, who shall have no liability to the Guest, either in contract or in tort, which is greater than or different from that of RSGS.

(e) Except as otherwise expressly provided herein, this contract constitutes the entire agreement between RSGS and Guest and supersedes all other agreements, oral or written. Any alteration to any term of this contract must be in writing and authorized by RSGS.

2. NATURE OF EXCURSION AND GUEST'S OBLIGATIONS

(a) The Guest admits a full understanding of the character of the Vessel and its travels including on the open seas and assumes all risks incident to travel and transportation and handling of Guests and cargo. While at sea or in port the availability of medical care may be limited or delayed. Guest acknowledges that all or part of their voyage may be in areas where medical care and evacuation may not be available.

3. FITNESS TO TRAVEL, SPECIAL NEEDS, PREGNANCY, INFANTS, DRINKING, DISEMBARKATION

(a) The Guest warrants that he and those traveling with him are physically and emotionally fit to travel at the time of embarkation, and further certifies that such Guests have no medical or emotional condition that would endanger any Guest or others. Any Guest with special medical, physical or other needs requiring medical attention or special accommodation during the voyage is requested to notify RSGS in writing at the time of booking of such special need.

4. LIMITATION OF LIABILITY

(a) In consideration for the fare paid, weather by guest or their host, it is agreed that RSGS shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by RSGS nor for any intentional or negligent acts of RSGS' employees committed while off duty or outside the course and scope of their employment.

(b) In consideration for the fare paid, it is agreed that RSGS shall have no liability as a consequence of guest's use of vessel's equipment or as a consequence of guest's decision to participate in any recreational activity or event.

(c) RSGS shall not be liable to the passenger for damages for emotional distress, mental suffering/anguish or psychological injury of any kind under any circumstances, except when such damages were caused by the negligence of RSGS and resulted from the same passenger sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are held to be intentionally inflicted by RSGS.

(d) Guest acknowledges that he is willfully participating in an activity that could potentially expose him to rapidly changing and violent weather and sea conditions. Guest further acknowledges that he will be participating in outdoor activities that involves live and unpredictable wildlife and creatures of the sea and accepts all risk and indemnifies RSGS from all potential liability associated with such activities. Guest Further agrees that the nature of the excursion alone carries certain inherent dangers and the guest assumes all liability for said activity.