



## GENERAL TERMS OF CONVEYANCE

*This Document describes the General Terms of Conveyance upon which Aqua Adventure Tours agrees to provide a Cruise, and is incorporated by reference in every boarding pass issued for conveyance on our vessels.*

**By boarding our vessels, you agree unconditionally to these Terms as legally binding upon You and upon Us. You agree to sign a Voluntary Release, Assumption of Risk and Waiver of Liability in order to participate.**

1) Defined Terms: Here is what the terms in this Contract mean:

- “Cruise” means any charter, cruise, trip, tour, excursion or outing on or related to our vessel.
- “Passenger(s)” refers to all persons other than Aqua Adventure Tours crewmembers who are traveling on the cruise.
- “Us”, “We”, “Aqua Adventure Tours” or “Our” means or refers to Aqua Adventure Tours, Inc., and for the purposes of the defenses, limitations of liability and rights in this Contract only, it also includes the vessel on which you have or will travel and the vessel operators, managers, officers, staff, crewmembers, and employees.
- “Vessel” means any water conveyance boat used for providing a cruise.
- “You” and “Your” refers to the Passenger or Passengers. “You” also means any minor accompanying any Passenger, to the maximum extent the Terms of Conveyance are applicable to the accompanying adult passenger.

2) Cruise Conditions: As conditions of passage, you agree to pay a fee for the cruise, to be bound by these Terms of Conveyance, and to have the same Terms of Conveyance be applicable to any minor accompanying you to the same degree and to the same extent that you are legally capable to agree on their behalf, and we agree to provide a cruise consistent with the terms of the this Contract.

3) Cruise Fee: We will charge you a fee (Cruise Fee) in exchange for passage on our vessel. The Cruise Fee will be communicated to you as part of the reservation process. Notwithstanding any agreements, verbal or otherwise, between you and us (such as placing a temporary courtesy hold on a time and date of your choosing) this fee must be paid in advance of your cruise in order to reserve your cruise. We have the absolute right to cancel your cruise, in our sole discretion, if any amount owed to us is not paid in full in advance of your cruise.

Our online reservation system accepts most major credit cards. We do not accept debit cards. We will accept checks only from clients with whom we have an ongoing business relationship. You agree that you will not reverse any credit card payment to us or place a stop payment on any check issued to us without our express written consent. If you do so, or if your check is dishonored by our bank, you agree to repay us for the full amount of the failed payment and to pay for all reasonable costs that we incur in collecting these amounts. Nothing in this Section 3 shall preclude alternative payment programs or arrangements that we choose to make with repeat clients.



4) **Group Representative:** You must designate a group representative and provide us with their contact information at the time of booking. Typically the Group Representative will be the person booking the cruise but in some cases that person may assign these responsibilities to another member of their group or organization. The Group Representative or their assignee agrees to coordinate with us and with the other members of your group regarding all aspects of your cruise, including distributing boarding passes, coordinating release and waiver forms and generally acting as your group's communication hub.

The Group Representative shall remain available to the crew of the vessel for communications at all times during the cruise. For all purposes, we may consider communications with the Group Representative to be notice given to each passenger, expressly including any communications as to the propriety of any activity by you or other passengers. Only communications from the Group Representative will be deemed official notice from you as to any matter, expressly including any directive to alter any aspect of the cruise, such as a request to extend the cruise.

5) **Boarding Pass:** In lieu of individual tickets for each passenger, you will be provided a boarding pass for your group prior to boarding your cruise. It is the responsibility of the Group Representative to distribute copies of the boarding pass and/or the information contained within to members of your group. Passengers will not be allowed onboard a vessel without a valid boarding pass. The boarding pass will reference these General Terms of Conveyance, which are hereby incorporated by reference and which shall be deemed accepted upon boarding our vessel.

6) **Release and Waiver:** You will be provided a Voluntary Release, Assumption of Risk and Waiver of Liability form as part of the reservation process. It is the responsibility of the Group Representative to obtain one complete and signed form for each member of your group (including all children under 18 years) and provide the signed forms to us no later than 24 hours prior to your trip. No passengers will be allowed onboard without a complete and signed form.

7) **Change of Itinerary/Cancellation:** Water travel involves uncertainties not present in land-based transportation, which may alter a cruise itinerary. Aqua Adventure Tours operates rain or shine, unless conditions prevent safe operation at the discretion of the Captain. We may, in our discretion, change the cruise route, discontinue the cruise, or cancel the cruise, based upon prevailing weather or waterway conditions, United States Coast Guard directive, rescue of third parties, governmental actions preventing operation, unforeseen mechanical occurrences, bridge or lock malfunction, water level or lock conditions, safety or security alerts or similar occurrences.

If we cancel your cruise before commencement, you will be entitled to receive a full refund of all amounts paid to us. If you wish, you may instead reschedule your outing at no extra charge for a later mutually-agreeable date and time.

If you cancel your cruise for any reason, we will gladly refund 100% of your original ticket price if you cancel at least 7 days in advance. If you cancel your outing less than 7 days in advance (or your miss your outing) we cannot provide you with a refund. However, we will gladly rebook you at no extra charge for a mutually agreeable date and time, with full credit of your original purchase price. Your rebooked cruise must take place within one year of your original booking.

8) **ADA Accommodation/ Disabled Guests:** Please note that Federal ADA regulations do not apply to vessels of our size and configuration. Although our vessels are not mobility device accessible, we gladly try to accommodate our guests' needs. We can better address accommodation needs with advance notice. We welcome the chance to discuss reasonable accommodations, consistent with marine safety, that will allow individuals with disabilities the opportunity to safely participate onboard.



9) Vessel Decorum: We want to conduct a safe and enjoyable outing for all of our guests. In order to provide for general safety and comfort, we reserve the absolute right to refuse passage to any passenger, or to remove any passenger from the vessel, or to terminate any cruise without refund to any passenger or passengers who act in a disorderly manner or fail to comply with any of our directives during the cruise. We will be the sole judge of the condition and the appropriate measures to be taken. Neither we nor our employees shall be liable for any mistake in judgment in making this determination. We further reserve all rights to terminate any cruise at any time, without the issuance of a refund, when deemed, at the discretion of the Captain, to be appropriate or advisable for the maintenance of decorum, compliance with law (including in response to observed use of unlawful drugs), or the protection of property, safety, and avoidance of injury.

10) Youth Groups: All groups including four or more minors must demonstrate to our satisfaction the presence of appropriate and adequate chaperoning presence. Please appreciate marine transportation involves certain risks not present in land-based youth activities.

11) Food and Beverages: Passengers are welcome to bring snacks and other foods onboard. We supply an assortment of non-alcoholic beverages. Alcoholic beverages are permitted on private charters. Unless expressly approved by us in advance, alcoholic beverages are not permitted on public cruises.

12) Smoking: Smoking in any form, including vaping, is not allowed on our vessels.

13) Keeping Ship-Shape: We take pride in keeping our vessels clean and well-maintained. Recognizing that damage does occasionally occur, no added fee will be charged for damage to the vessel that results from normal wear and tear. In the event of excess debris or clean-up requirements that result from willful damage or destruction of property by you, you agree to pay the cost of repairing or replacing property damaged or destroyed by you, plus a cleanup fee to be determined in our reasonable discretion.

14) Limitation on Liability: IN THE EVENT YOU ARE INJURED, BECOME ILL, OR DIE, OR YOUR PROPERTY IS LOST OR DAMAGED, WE WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES UNLESS THE OCCURRENCE WAS DUE TO OUR PROVEN 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 THE CLAIMANT CAUSED BY THE NEGLIGENCE OR FAULT OF A CREWMEMBER OR THE MANAGER, AGENT, MASTER, OWNER OR OPERATOR OF THE VESSEL; (II) THE RESULT OF THE CLAIMANT HAVING BEEN AT ACTUAL RISK OF PHYSICAL INJURY, AND SUCH RISK WAS CAUSED BY THE NEGLIGENCE OR FAULT OF A CREWMEMBER OR THE MANAGER, AGENT, MASTER, OWNER OR OPERATOR OF THE VESSEL; OR (III) INTENTIONALLY INFLICTED BY A CREWMEMBER OR THE MANAGER, AGENT, MASTER, OWNER OR OPERATOR OF THE VESSEL.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES. IN NO EVENT WILL DAMAGES AGAINST US, UPON ANY THEORY, EXCEED THE CRUISE FEE, UNLESS REQUIRED BY FEDERAL ADMIRALTY LAW.

IN ADDITION TO THE LIMITATIONS OF, AND EXEMPTIONS FROM, LIABILITY GRANTED UNDER THIS CONTRACT, WE ALSO RETAIN ANY AND ALL LIMITATIONS OF, AND EXEMPTIONS FROM, LIABILITY ACCORDED TO VESSEL-OWNERS AND TOUR OPERATORS BY STATUTE OR RULE OF LAW INCLUDING, WITHOUT LIMITATION, THOSE PROVIDED FOR IN 46 UNITED STATES CODE APP. SECTIONS 30501 - 30511, WHICH ARE UNITED STATES STATUTES LIMITING THE LIABILITY OF VESSEL OWNERS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW AS TO THE SELECTION OF LITIGATION JURISDICTIONS, INCLUDING 46 UNITED STATES CODE APP. SECTIONS 30501 - 30511, YOU COVENANT NOT TO SUE OR TO INSTITUTE OR CAUSE TO BE INSTITUTED ANY KIND OF CLAIM OR ACTION IN ANY FORUM OTHER THAN ONE SITUATED IN PALM BEACH COUNTY, FLORIDA OR THE NEAREST FEDERAL COURT THERETO, AGAINST US ARISING OUT OF, IN THE COURSE OF, FROM OR ATTRIBUTABLE TO THE CRUISE OR THIS CONTRACT.



15) Time Limits for Noticing Claims and Filing and Service of Lawsuits: (a) IN ANY CASE GOVERNED BY 46 UNITED STATES CODE SECTION 30508, WHICH IS A UNITED STATES STATUTE THAT PERMITS ANY VESSEL OWNER TO LIMIT THE TIME DURING WHICH A PASSENGER MAY FILE A CLAIM OR COMMENCE SUIT AGAINST A VESSEL-OWNER, YOU MAY NOT MAINTAIN A LAWSUIT AGAINST US OR THE VESSEL FOR LOSS OF LIFE OR BODILY INJURY UNLESS WRITTEN NOTICE OF THE CLAIM IS DELIVERED TO US NOT LATER THAN SIX (6) MONTHS AFTER THE DAY OF DEATH OR INJURY, THE LAWSUIT IS COMMENCED NOT LATER THAN ONE (1) YEAR AFTER THE DAY OF DEATH OR INJURY, AND VALID SERVICE OF THE LAWSUIT ON US IS MADE WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OF THAT ONE (1) YEAR PERIOD. (b) FOR ALL OTHER CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOSS OR DAMAGE TO PROPERTY, BREACH OF CONTRACT, ILLNESS OR DEATH OR INJURY, NOT GOVERNED BY 46 UNITED STATES CODE SECTION 183B, YOU MAY NOT MAINTAIN A LAWSUIT AGAINST US OR THE VESSEL, NOR WILL WE OR THE VESSEL BE LIABLE THEREFORE, UNLESS WE ARE PROVIDED WITH WRITTEN NOTICE OF CLAIM WITHIN 30 DAYS AFTER CONCLUSION OF THE CRUISE, THE LAWSUIT FOR SUCH CLAIM IS COMMENCED NOT LATER THAN ONE (1) YEAR AFTER CONCLUSION OF THE CRUISE, AND VALID SERVICE OF THE LAWSUIT ON US IS MADE WITHIN 30 DAYS FOLLOWING THE EXPIRATION OF THAT ONE (1) YEAR PERIOD. IN THE CASE OF A CLAIM BY OR ON BEHALF OF A MINOR OR LEGALLY INCOMPETENT PERSON, THE TIME PERIODS DESCRIBED ABOVE SHALL BEGIN TO RUN ON THE EARLIER OF: (i) DATE OF APPOINTMENT OF A LEGAL REPRESENTATIVE FOR THE MINOR OR LEGALLY INCOMPETENT PERSON, OR THEIR ESTATE (AS THE CASE MAY BE); OR (ii) THREE (3) YEARS AFTER THE DAY OF DEATH, INJURY OR DAMAGE, AS APPLICABLE.

16) Insurance: We warrant that we maintain property and casualty marine insurance on our vessels payable only under the terms of the insurance contracts to which we are a party, and applicable to covered occurrences, as defined by the insurance policy.

17) Marine Security: You and we are subject to the requirements of the Federal Marine Transportation Safety Act which may require, for security purposes, the identification of all Passengers as well as the inspection of all items brought on any of our vessels. Firearms, fireworks or other devices utilizing explosive charges are not allowed onboard our vessels. Illegal drugs are not allowed onboard our vessels.

18) Parking and Vessel Access: We neither own nor operate any parking facility. We do not maintain contracts to provide parking facilities, nor do we act as agent for any parking facility. Any information provided to you as to parking is provided as a courtesy. We shall have no liability arising from or relating in any manner to the operation or condition of any parking facility, safety of vehicles or contents, availability or non-availability at the scheduled cruise time and date, delay in the provision of parking, or errors in information provided as relating to parking.

19) Photographic Release: We may utilize cameras mounted onboard and outside the vessel to capture photo and video imagery during our tours and excursions. As a condition of passage, you agree to grant us permission to use your likeness in photos, videos or other digital media for any and all lawful purposes, including sales, marketing or promotional, and web-based uses, without payment or other consideration provided to you. If you prefer that we not use your likeness as described in this Section 19, you must notify us in writing in advance of your cruise so that we can accommodate your request.

20) Miscellaneous: These Terms and Conditions, together with the Voluntary Release, Assumption of Risk and Waiver of Liability to be signed by you during the booking process, constitute the entire understanding and agreement (Contract) between you and us and supersede any prior oral, implied or other agreements between you and 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 the Contract will not otherwise be affected, nor will the validity and enforceability of such provision be affected in any other jurisdiction. Any failure or delay in strictly enforcing any provision of this Contract shall not be construed as a waiver of any of our rights to enforce the terms hereof.



21) **Governing Law:** These terms and Conditions are issued in Palm Beach County, Florida. These Terms and Conditions shall be interpreted to the maximum extent allowed under the general maritime laws of the United States, and be governed by and construed in accordance with the general maritime laws of the United States; to the extent any maritime law is not applicable, interpretation shall be governed by and construed in accordance with the laws of the State of Florida.

22) **Choice of Forum/Venue:** The parties expressly agree that any and all disputes and matters arising under or in connection with this Contract or the cruise shall be litigated in and before a State Court in Palm Beach County, Florida or in the United States District Court located closest thereto.

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