



ARGOSY CRUISES™

ARGOSY CRUISES TERMS OF CONVEYANCE

This document gives the terms upon which Argosy Cruises agrees to provide a cruise. By entering upon any of our boats, You agree to be bound by the terms and conditions described in this document.

This Terms of Conveyance document governs all dealings between You and Us.

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

- “Cruise” means the specific cruise on Our Vessel.
- “Us”, “We”, “Argosy” or “Our” means or refers to Argosy LP (d/b/a Argosy Cruises or Tillicum) and for the purposes of the defenses, limitations of liability and rights in this Terms of Conveyance only, it also includes the ship on which You have or will travel and the ship’s operators, managers, officers, staff, crewmembers, and employees.
- “Passenger” refers to You and any of your minor guests.
- “You” and “Your” refers to the person riding on our boat, and any minor in your care accompanying you.

2) Cruise: You agree to pay the Cruise Fee for the Cruise, and We agree to provide a Cruise consistent with the terms of the Terms of Conveyance.

3) By providing Us with your credit card information, you expressly authorize Us to charge your credit card account for any and all additional fees that may become due and owing relating to the Cruise.

4) Cancellation Policy: No refunds or rescheduling will be made for any general public cruise ticket cancelled within 72 hours of the published cruise time, or for any ticket for any special event or themed cruises. Cancellations for general public cruises for which We receive notice prior to 72 hour before the cruise may, in the discretion of Argosy, be rebooked within six-months on an availability basis. Under no circumstance will a cash refund be made for a purchased ticket. Guests are encouraged to exercise care to select the correct tour, the correct date, the correct departure time and the correct number of tickets before completing any purchase.

5) Ticketing: You will be provided with tickets, in the form of a boarding pass, prior to the Cruise boarding time. No passenger will be allowed on the Vessel without a valid ticket issued by Us. No refund will be provided for lost tickets.

6) Change of Itinerary/Cancellation: Water travel involves uncertainties not present in land-based transportation which may alter the Cruise itinerary. We may, in our discretion, change the publicized Cruise route, discontinue the Cruise, or cancel the Cruise, based upon prevailing weather or waterway/lake conditions, United States Coast Guard directive, rescue of third parties, governmental actions preventing operation, unforeseen mechanical occurrences during the cruise or immediately prior thereto, bridge or lock malfunction, water level or lock conditions, safety or security alerts or similar occurrences. If a Cruise is cancelled before commencement due to our negligence, due to government edict or weather conditions, or failure to properly prepare or maintain the Vessel You will be entitled, as Your exclusive, sole, full and final remedy and measure of damages, to receive a full refund of all amounts paid in advance of the Cruise.

7) ADA Accommodation/ Disabled Guests: We welcome the opportunity to host and assist disabled guests. Please help Us prepare to provide a quick and appropriate accommodation by telling Us at the time You book Your Cruise, or as soon as possible, of any guest needing special assistance due to physical or mental disability requiring special accommodation during the Cruise. Please also let Us know if a service animal is contemplated, so We can be helpful.

8) Vessel Decorum: We want to conduct a safe enjoyable Cruise for all passengers. We reserve the absolute right to refuse passage or to remove any passenger or to terminate the Cruise without refund if any passenger or if multiple passengers act in a disorderly manner or fail to comply with any law or with any of Our directives during the Cruise for the general safety and comfort of others aboard the Vessel. 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, in the discretion of the Captain, appropriate or advisable for the maintenance of decorum, compliance with law, or protection of property, safety or avoidance of injury.

9) You may not bring on board any firearms, fireworks, explosives, hazardous substances, illegal drugs, food, drinks, weapons or alcohol.

10) Minors: All minors must demonstrate to Our satisfaction the presence appropriate and adequate chaperoning presence by a parent or guardian. Under no circumstances will jumping from the Vessel or swimming be allowed from the Vessel. Nothing may be thrown over-board.

11) Beverages (Alcoholic & Non-Alcoholic): All on-board beverages must be purchased from Us. All laws relating to the service of alcoholic beverages shall be strictly observed. No minor will be served alcohol, and satisfactory proof of age is required. You may not attempt to serve alcohol to a minor or misrepresent the age of a minor with the intention of causing consumption of alcohol on Our Vessel by a minor. Alcohol service will cease 15 minutes prior to the end of the Cruise. We reserve the right to deny service of alcohol to any person, in our sole discretion for any reason, or to terminate the sale of alcohol prior to the normal bar-closing scheduled time. All passengers are encouraged to identify a "designated driver." Upon request, We will arrange a ride home for any passenger lacking a designated driver.

12) Cruise Conclusion: The Vessel shall be vacated within 30 minutes of docking. You must remove all property brought on-board, and shall leave the Vessel in reasonably clean condition. You agree to pay the cost of repairing or replacing property damaged or destroyed by You (other than normal wear and tear) plus a 15% administrative fee, determined in our reasonable discretion, in the event of negligence resulting in damage to Our property.

13) 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 SHIP; (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 SHIP; OR (III) INTENTIONALLY INFLICTED BY A CREWMEMBER OR THE MANAGER, AGENT, MASTER, OWNER OR OPERATOR OF THE SHIP.

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 TICKET 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 SHIP-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 FOREIGN, FEDERAL, STATE OR LOCAL AGENCY OR COURT AGAINST US ARISING OUT OF, IN THE COURSE OF, FROM OR ATTRIBUTABLE TO THE CRUISE OR THIS CONTRACT.

14) 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 SHIP OWNER TO LIMIT THE TIME DURING WHICH A PASSENGER MAY FILE A CLAIM OR COMMENCE SUIT AGAINST A SHIP-OWNER, YOU MAY NOT MAINTAIN A LAWSUIT AGAINST US OR THE SHIP 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 SHIP, NOR WILL WE OR THE SHIP 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.

15) 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.

16) 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 availability, non-availability, delay in the provision of parking or errors in information provided relating to parking.

17) Miscellaneous: This Terms of Conveyance constitutes the entire understanding and agreement between You and Us and supersedes any prior oral, or implied or other agreements between You and Us. Any provision of the Terms of Conveyance 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 Terms of Conveyance 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 Terms of Conveyance shall not be construed as a waiver of any of Our rights to enforce the terms hereof.

18) Governing Law: The Terms of Conveyance is deemed issued in Seattle, Washington. The Terms of Conveyance and its interpretation shall, to the maximum extent allowed under the general maritime law of the United States, be governed by and construed in accordance with the general maritime law of the United States; to the extent such maritime law is not applicable, it shall be governed by and construed in accordance with the laws of the State of Washington.

19) Choice of Forum/Venue: The parties expressly agree that any and all disputes and matters arising under or in connection with the Terms of Conveyance or the Cruise shall be litigated in and before the United States District

Court located in Seattle, Washington, or as to those lawsuits as to which the Federal Courts of the United States lack subject matter jurisdiction, in the courts of Seattle, Washington, to the exclusion of all other courts.

28) License to Photograph, Video and Record: By accepting conveyance, You agree give Us license to obtain and use, in any manner We deem commercially appropriate, any photographic, video, audio or other visual or audio portrayals of You taken during or in connection with the Cruise, for the purpose of trade, advertising, sales, publicity, promotional, training or otherwise, without compensation to the You. You hereby agree that all rights, title and interest therein (including all worldwide copyrights therein) shall be Our sole property, free from any claims by You or any person deriving any rights or interest from You.

ARGOSY, LP:

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