

## CURRENT TERMS AND CONDITIONS

All bookings are subject to the terms and conditions of the Orion Expedition Cruises Passage Terms and Conditions, a copy of which is available upon request, or by accessing our website [www.orionexpeditions.com](http://www.orionexpeditions.com). Our receipt of your deposit is recognised as your acceptance of *Orion's* terms and conditions.

### PLACING A RESERVATION

Orion Expedition Cruises will make an offer of accommodation, the offer being valid for 7 days. The payment of the required deposit will confirm acceptance of the offer, the offer automatically expiring should a deposit not be received.

### DEPOSIT AND FINAL PAYMENT

To secure your reservation a deposit of 25% of the fare is required. The deposit must be accompanied by a completed and signed Guest Booking Form and is due within 7 days of booking. Final payment must be received by Orion Expedition Cruises no later than 90 days before sailing. Separate conditions apply to the Cancellation Protection Plan.

### GUEST FORM

A completed and signed Guest Form must be submitted with your deposit. For immigration purposes, on International Expeditions, a copy of your current passport must be received prior to the release of cruise documents.

### TICKETING

Travel Documents will include passage ticket, baggage labels, itinerary, life onboard information, details of included and optional shoreside experiences, embarkation & disembarkation instructions. Documents will be forwarded approximately 30-45 days prior to sailing. Failure to send Guest Form will delay documentation. For late payments and reservations placed within 7 days of sailing, documentation may be collected at the pier.

### CANCELLATION FEES

The following cancellation fees will apply to all reservations. The day on which notice is received by Orion Expedition Cruises will determine the applicable penalties.

Day on Which Notice is received	Penalty
121 days and over - Antarctic cruises	\$1000 pp
- All other cruises	No penalty
120 - 91 days prior to sailing	Loss of deposit
90 days or less	100% of fare
No show	100% of fare

### CANCELLATION PROTECTION PLAN

Recognising the best laid plans sometimes change due to last minute business pressures or unexpected family needs, we offer a Cancellation Protection Plan allowing guests to cancel their cruise up to 48 hours before sailing. Guests participating in this plan reduce the applicable cancellation penalty (as outlined above) from 100% to 20%. The remaining value of the cancellation penalty (80%) is held by Orion Expedition Cruises as a credit towards a future sailing. Cancellation credits are valid for one year from the departure date of the cancelled sailing. Credits may be transferred to a third party upon receipt of written advice.

The Cancellation Protection Plan is available for a once-only non-refundable fee of A\$150 per person. To confirm participation the \$150 fee must be lodged with the 25% deposit. The plan cannot be initiated if

## IMPORTANT NOTES FOR RESERVING AN ORION EXPEDITION

less than the full 25% deposit plus \$150 is received. The plan becomes effective on the date the deposit including \$150 fee is received. The plan may not be purchased separately or at a later time. Cancellation Protection Plan is not available to groups or guests booking through tour operators or wholesalers.

### FARES / PRICES

Prices are subject to currency fluctuations, fuel price and tax increases and so can only be guaranteed once full payment has been received by Orion Expedition Cruises.

### CRUISE FARE – WHAT'S INCLUDED

Included in your cruise fare are accommodations as booked, cruise transportation, all meals onboard, 24-hour room service, entertainment and educational programmes, use of ship's sporting equipment and facilities, port & handling charges, Zodiac excursions and tender transfers, access to ship's library, Govt. Fees & Taxes. Fares also include the services of 75 experienced crew.

### CRUISE FARE – WHAT'S NOT INCLUDED

Fares do not include items of a personal nature, including but not limited to: travel and medical insurance, laundry charges, shopping onboard, bar expenses, hair dressing and massage treatments, optional shore experiences, medical treatment, telephone and internet charges.

### MONEY MATTERS

All onboard prices are quoted in Australian dollars and, for your convenience, you may charge onboard expenses to your shipboard account. You can choose to settle your onboard account with a credit or charge card. We accept American Express, Diners Club International, MasterCard and Visa. You may also use Travellers Cheques or cash. Please note there are no cash withdrawal facilities onboard and regretfully we are unable to accept personal cheques.

### GRATUITIES

Gratuities are not expected, however if you wish to recognise exceptional service from an individual staff member, you are welcome to do so entirely at your discretion.

### PASSPORTS AND VISAS

Passports are required for all expeditions including one or more international ports. Photo ID, such as a driver's licence, is required for all domestic expeditions. Our Reservations & Customer Service centre can provide specific advice for your selected departure.

### MEDICAL CONDITIONS & PHYSICAL CONSIDERATIONS

Any medical condition, advanced pregnancy or disability must be advised to Orion Expedition Cruises when a request for accommodation is made. On every *Orion* voyage extensive use of the ship's Zodiacs will be made transporting guests between ship and shore. It is anticipated this travel may be physically demanding from time to time. In order for Orion Expedition Cruises to determine if safe passage can be offered, guests may be asked to provide additional information, such as a medical assessment of their fitness for expeditionary travel. All guests must sign a disclaimer onboard to participate in offship activities. Guests should be sure to bring onboard sufficient supplies of any prescription medication they may require. The Captain will always have the final say on whether it is safe for a guest to participate in off-ship activities.

## INSURANCE

Orion Expedition Cruises strongly recommends that all guests purchase comprehensive international travel and medical insurance to cover lost or damaged baggage, personal property, medical evacuation. Australian Medicare system does not apply onboard *Orion*.

## LIFE ONBOARD ORION

### DINING

All meals onboard *Orion* may be taken in a leisurely single sitting, free of fixed table assignments. Dining hours for the Constellation Restaurant and the Delphinus Outdoor Café will be provided with your tickets. 24 hour room service is also available.

### DRESS

During the day dress onboard is casual and relaxed. When venturing ashore we suggest you select practical clothing suitable to the part of the world you are visiting. Evening dress code onboard *Orion* is "smart casual", gentlemen being asked to wear a collared shirt. Jackets, ties and formal wear are not required.

### HAIRDRESSING

Our hairdressing salon is located on Deck 4. All staterooms and suites are equipped with a hairdryer.

### HEALTH FACILITIES

The Vega Health Spa includes a gymnasium, sauna and massage facilities.

### LAUNDRY / PRESSING FACILITIES

Laundry and pressing services are available at an additional charge. *Orion* is not equipped with self service facilities.

### MEDICAL FACILITIES

There is a doctor onboard. Consultation fees will be charged to your stateroom account.

### SECURITY / VISITOR POLICY

As part of our security policy we regret visitors are not allowed onboard at any time.

### SHORESIDE EXPEDITIONS

We include a number of complimentary shore experiences utilising our Zodiacs. In addition we offer an exciting and diverse selection of optional shore experiences which can be either booked for in advance or reserved onboard and charged to your onboard account. Due to limited numbers on some experiences we recommend you pre-register to avoid disappointment. Details will be provided with your ticket.

### SPORTS FACILITIES

*Orion* is equipped with a fleet of ten 2-man kayaks for the use of guests in addition to a 4-man fishing boat. Snorkelling equipment (mask, fins & snorkel) is available to all guests free of charge when conditions permit.

### VALUABLES

Be sure to personally carry all valuables onboard and be sure not to pack them in the checked luggage. All staterooms and suites are equipped with a mini safe.

### VOLTAGE

The voltage on board is 110 and 220 volt (plugs are round sockets with two round pins). Adaptor plugs are available.

Upon signing the Declaration in the Booking Form overleaf and paying the deposit applicable for all passengers named in the Booking Form (each a "Passenger"), each Passenger will enter into a contract on these Terms and Conditions (the "Passage Contract") with Orion Expedition Cruises Pty Limited ACN 108 326 218 trading as Orion Expedition Cruises (the "Company"). The person signing the Declaration warrants that he or she has the authority to bind each Passenger to the Passage Contract and indemnifies the Company against any loss or damage arising from a breach of that warranty. The Passage Contract constitutes the entire agreement between the parties and supersedes all and any prior agreement, arrangement, representation or understanding in respect of the Transportation or any other matter.

**Art. 1 – INTRODUCTION.** The Company agrees to provide the transportation specified overleaf (the "Transportation") to the Passenger. The Passage Contract is personal to the Passenger, and neither the Passage Contract nor the Transportation may be assigned or transferred. No amendment of this Passage Contract shall be valid unless made in writing and signed by a duly authorised representative of the Company. The terms of this Passage Contract shall be separable and the invalidity of any provision shall not impair the validity of any other provision.

**Art. 2 – EXCEPTIONS AND FORCE MAJEURE.** Notwithstanding any other provision in this Passage Contract, and in particular but without limitation Articles 5, 6 and 11, the Company shall not in any circumstances be liable for any death, personal injury, loss of or damage to property, delay or any direct, indirect, consequential or economic loss, injury or damage of any nature or any inability to perform the Transportation or any part of it arising or resulting from strikes, labour disputes or difficulties or shortages (whether or not the Company be a party thereto) explosion, fire, collision, stranding, grounding or foundering of the vessel, breakdown or failure of or damage to the vessel, her hull machinery or fittings, errors of navigation, civil or other war, commotion, riot, insurrection, restraint or intervention of princes, rulers, people or governments, requisitioning of the vessel, political disturbance, acts or threats of terrorism, inability to secure or failure of fuel or any other supplies, Acts of God, perils of the sea or other navigable waters, a force majeure event, or any other circumstance (whether or not of like nature to the foregoing matters) beyond the Company's control.

**Art. 3 – DOCUMENTS, HEALTH, CONDUCT AND SEARCH.** (a) The Passenger shall comply with any Government travel requirements, shall possess and shall present exit, entry and other necessary documents, and shall arrive aboard the vessel by the time fixed by the Company or, if no time is fixed, early enough to complete departure procedures. (b) The Passenger represents and warrants that the Passenger is fit to travel and that the Passenger's conduct will not impair the safety of the vessel or inconvenience the other Passengers or crew. The Company at its discretion and at any time may refuse to transport or may land the Passenger at any port or place, or transfer the Passenger to other means of transportation, because of conduct inconveniencing other Passengers or the crew. (c) At the time of booking the Passenger must inform the Company in writing of any physical or mental illness, disability or pregnancy which may affect the Passenger's fitness for travel. To the extent permitted by law, the Company may refuse to embark the Passenger at any port or place if in the opinion of the Company, the Passenger is physically or mentally unfit to undertake or continue the cruise or if the Passenger will enter the end of the 24th week of pregnancy by the completion of the cruise. (d) Failure to report any such condition will release the Company and the ship's doctor and other medical personnel from any liability related to such condition or its treatment. In addition to any other release contained in the Passage Contract, the Passenger hereby releases the Company from any and all liability for any injury or damage connected with the Transportation which is related to a pre-existing illness or disability. The Passenger acknowledges and agrees that the Company shall have no responsibility or obligation to provide any special services or medical equipment to Passengers. (e) The Passenger must indemnify the Company for all loss, damage or delay sustained by the Company because of any act or omission of the Passenger. (f) All minor Passengers (being any person under the age of 18) must be accompanied by an adult, and if that adult is not a parent or legal guardian, written permission from the parent or legal guardian is required prior to embarkation. (g) Every adult Passenger traveling with any minor Passenger, shall be responsible for the conduct and behaviour of the minor Passenger. The adult Passenger shall indemnify the Company for all loss, damage or delay sustained by the Company because of any act or omission of the Passenger or a minor Passenger traveling with that adult Passenger. (h) The Passenger agrees to abide by all the Company's rules and regulations and all orders and directions of the vessel's officers or medical staff, or any medical officer purporting to represent any government. (i) Doctors and/or nurses, whether agents or servants of the company or not, work directly for the Passenger and shall not be considered to be acting under the control or supervision of the Vessel, since the Vessel is not a medical provider. The Company shall not be liable for the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which such doctors or nurses may furnish to the Passenger. The Passenger may be charged for such professional services. (j) The Passenger, in the interests of international security and safety at sea and in the interests of the convenience of other Passengers, agrees and hereby consents to a reasonable search being made of the Passenger's person, baggage or other property, and to the removal and confiscation or destruction of any object which may, in the opinion of the Company, impair the safety of the vessel or inconvenience other passengers. (k) The Passenger must indemnify the Company in respect of any expenses of any kind, including fines or penalties or duties or other charges incurred by the Company and attributable to the Passenger's failure to comply with regulations of the vessel or any governmental authority. (l) The Passenger shall have no right to any refund and the Company shall have no obligation or liability of any kind to the Passenger in respect of any action taken by the Company in good faith under this Article 3. (m) It is the Passenger's responsibility to bring on board sufficient supplies of any prescribed or other required medication for the duration of the cruise, and to ensure that possession of such medications will not infringe the laws of any country on the itinerary. (n) Any charges incurred by the Passenger for medical reasons, including, but not limited to, physicians, surgeons, hospitals, medications, diagnostic facilities, air ambulance evacuation or ground ambulance, shall be the sole responsibility of the Passenger. The Passenger must indemnify the Company for any funds advanced on account of any such charges.

**Art. 4 – PAYMENT AND CHANGES IN PASSAGE FARE.** The passage fare must be paid in full prior not later than 90 days prior to embarkation. The Company may for any reason whatsoever change the passage fare and impose additional charges of any kind at any time not less than 30 days before the scheduled departure of the vessel. The Passenger then has the option of accepting the changed fare and any additional charges and paying any difference before embarkation or terminating this Passage Contract without the Passenger or the Company having any rights against the other, except the Company will refund to the Passenger the amount it has received for the Transportation. Port and handling charges as well as some other

taxes are not always included in the passage fare and must be paid in full prior to embarkation.

**Art. 5 – DELAY, DEVIATION, OMISSION OR CHANGE OF PORTS OR VESSEL.**

The Company reserves to itself and the Master the absolute right for a reason whatsoever to substitute any other vessel for the nominated vessel, change the scheduled port of embarkation, or omit or change any scheduled call at any intermediate port, omit or change the scheduled port of disembarkation whether before or after the sailing of the vessel, to deviate from the ordinary or scheduled route in any direction for any distance, to delay or to terminate the Transportation, or to put back or to put into any port, and to transfer the Passenger and the Passenger's baggage to any other vessel or to any other means of transportation whether belonging to the Company or not, whether or not bound for the scheduled port of destination, even though resulting in delay, without previous notice to the Passenger and the Passenger shall have no right to refund and the Company shall have no obligation or liability in respect thereof to the Passenger except as provided in this Article 5. Subject to the exceptions in Article 5 above: (a) If the scheduled date or hour of sailing is delayed and accommodations are not available aboard the vessel, the Company may arrange, at no additional expense to the Passenger, hotel accommodation for the Passenger for the duration of the delay. (b) If the scheduled port of embarkation is changed, the Company will arrange, at no additional expense to the Passenger, substitute means of transportation (by sea, air or land to be determined by the Company) from the original port of embarkation to the rescheduled port of embarkation. (c) If the scheduled port of disembarkation is changed the Company will arrange, at no additional expense to the Passenger, substitute means of transportation (by sea, air or land to be determined by the Company) to the point of disembarkation from the nearest port at which the vessel calls, without right to any refund and without further liability of the Company from the time the Passenger leaves the Company's vessel. (d) If for any reason the scheduled duration of the Transportation is shortened, the Company's sole liability is to refund to the Passenger, on a pro rata time basis, the amount of the passage fare not used. (e) If for any reason the scheduled duration of the Transportation is lengthened, the Company shall have no liability in respect thereof to the Passenger for the extended period and the Passenger shall not be entitled to any payment or compensation therefor.

**Art. 6 – TERMINATION OF PASSAGE CONTRACT BEFORE SAILING.** At any time before the vessel's departure the Company may cancel the Transportation or terminate the Passage Contract whenever it reasonably considers this is justified on operational, commercial or other grounds, in which case, the Company's only liability will be to refund to the Passenger the passage fare net of any unrecoverable payments or commissions already made by the Company to third parties in respect of the Passage Contract or the Transportation.

**Art. 7 – NON-USE OR PART USE OF PASSAGE CONTRACT.** If for any reason, the Passage Contract is not used by the Passenger for the Transportation, or the Passage Contract is used for only part of the Transportation, there shall be no right to any refund and the Company shall have no obligation to the Passenger or liability for such non-use.

**Art. 8 – TRAVEL AGENTS.** Where the Passenger books the Transportation through a travel agent, tour operator or other intermediary (the "Agent") the Agent shall be deemed the agent of the Passenger notwithstanding that the Company may pay the Agent a commission. The Passenger authorises the Company to pay any refund under this Passage Contract to the Agent. At no time shall the Agent act as or be deemed to be the Company's agent and the Company shall have no liability for the Agent's acts or omissions.

**Art. 9 – PERSONAL SERVICES, INDEPENDENT-CONTRACTORS, OCCURENCES NOT ONBOARD THE VESSEL, TOURS, ETC.** The Passenger shall pay the charges for all onboard services and shore excursions at the rates prevailing on board at the time of sailing. The Passenger must make payment on demand and prior to disembarkation. The Passenger shall have no right to any refund and the Company shall have no obligation or liability of any kind to the Passenger for acts or omissions in connection with or arising out of personal services supplied by onboard service personnel or arrangements with independent contractors who may or may not be agents or employees of the Company. Service personnel and independent contractors work directly for the Passenger and shall not be considered to be acting under the control or supervision of the Vessel. The Passenger agrees that the Company shall have no liability of any nature for physical injury or emotional distress or injury, death or damage to person or property as a result of any act, omission or negligence of any of these contractors or any other person providing to the Passenger any of the personal service onboard or the off-ship services and the Passenger hereby releases and discharges the Company from any liability for any such physical injury or emotional distress or injury, death or damage to property. Arrangements with onboard service personnel or independent contractors include but are not limited to the following: (a) services or products available for the Passenger's convenience on board the vessel and furnished by any doctor, dentist, nurse, barber, hairdresser, manicurist, masseur, photographer, entertainer, instructor, shopkeeper, and others; (b) services, products, or transportation elsewhere than aboard a vessel owned, chartered or operated by the Company which are furnished by others in connection with excursions, shore trips, hotels, tender service, transshipments, transportation by others whether by vessel or by air, rail, land or by other means, or connections between its vessels and other carriers; (c) other services, products or transportation provided elsewhere than aboard a Company vessel in connection with tours whether arranged or organized by tour operators, travel agents or the Company. Tours including hotels and transportation by vessels not owned, chartered or operated by the Company or by air, rail or land are not under the operation and control of the Company, and the Company makes no representations of any kind as to them.

**Art. 10 – GENERAL REQUIREMENTS.** (a) Liability, if any, for loss or damage to baggage occurring elsewhere than on board the vessel in conjunction with air, car, motor coach, ground transfers, porters, stevedores and/or hotels shall rest solely with the person or entity providing such services and the Passenger agrees that the Company does not guarantee the performance of such services and shall not be liable in any respect or capacity for any such loss or damage. (b) The Passenger must not carry as baggage, or bring onboard, weapons, explosives or inflammables or other dangerous or harmful articles of any kind. (c) Animals of any kind cannot be brought onboard. (d) No Passenger may drink any alcoholic beverage aboard the vessel unless the servants or agents of the Company have served or provided that beverage to the Passenger. Any intoxicating liquids or beverages brought aboard the vessel by the Passenger shall be placed in bond and will be returned to the Passenger upon arrival at the port of disembarkation. (e) All baggage must be securely packed and distinctly labeled with the Passengers' full name, vessel, date of sailing and the destination, and if the Passenger fails to do so, the Company shall not be liable for loss, damage or delay in delivery of the baggage. The Company shall not be liable for baggage not claimed upon arrival of the vessel.

**Art. 11 – LIABILITY** (a) Subject to clause (b) in this Article and to Articles 5 and 6 above, the Company will in no circumstances be liable for any loss or damage suffered by the Passenger including but not limited to death, personal

injury, loss of or damage to baggage or other property and any consequential or economic loss, whether or not arising from the negligence of the Company, its servants or agents. (b) Nothing in this Article shall be taken as an exclusion or modification of any term forming part of the Passage Contract by the operation of the Trade Practices Act 1974 (Cth). In case of breach by the Company of such a term, the liability of the Company shall be limited to the amount of money representing the cost of providing the services to the Passenger under this Passage Contract again. (c) If for any reason the exclusion of liability in clause (a) is declared invalid or unenforceable then the liability of the Company shall in that case be limited in accordance with the applicable limits contained in the International Convention relating to the Carriage of Passengers and their baggage by sea adopted at Athens on the 13th day of December 1974, and all protocols to that Convention in force as at the date of this Passage Contract.

**Art. 12 – NOTICE OF CLAIM.** The provisions of this Article are subject to Article 11. (a) The Company is not liable for any claim for loss of life or bodily injury (including emotional distress or injury) unless written notice is given to the Company within 6 months from the day when the loss of life or bodily injury (including emotional distress or injury) occurs. (b) The Company is not liable for any claim for loss of or damage to baggage, valuables or personal belongings unless the Passenger reports in writing the apparent loss or damage and provides the particulars of all insurance cover to the vessel's Hotel Manager or to the Company's Representative or agent at the port of disembarkation. If the loss or damage is not apparent, the Company will be relieved of all liability unless the Passenger makes the report within 15 days after disembarkation. In any event the Company shall not be liable for loss of or damage to baggage, valuables or personal belongings unless at the time the Passenger reports it, the Company is allowed to ascertain the extent of the loss or damage. (c) The Company is not liable for any other claim not included in this Article 12, including claims for breach of contract or negligence, unless written notice is given to it within 40 days after the Passenger's arrival at destination, or in the case of non-arrival, from the day on which the Passenger and/or the baggage should have arrived.

**Art. 13 – TIME LIMIT ON SUITS.** The provisions of this Article are subject to Article 11. (a) The Company shall be discharged from all liability for death or personal injury unless suit is brought within one year from the date on which the death or personal injury occurs. (b) The Company shall be discharged from all liability for loss of or damage to baggage or other property unless suit is brought within 6 months from the Passenger's arrival at destination or, in the case of non-arrival, from the day on which the Passenger and/or the baggage should have arrived.

**Art. 14 PROPER LAW AND VENUE** (a) This Passage Contract applies to claims, suits and litigation of any kind whether against the Company "in personam" or the vessel "in rem" or otherwise. (b) This Passage Contract shall be governed by and construed in accordance with Australian law. (c) Any and all disputes and matters whatsoever arising under, in connection with, or incident to this Passage Contract or the Transportation shall be litigated, if at all, before a court of proper jurisdiction located in New South Wales, Australia.

**Art. 15 – EMPLOYEES/ INDEPENDENT CONTRACTORS** The Passenger agrees that all rights, exemptions from liability, defenses and immunities of whatever kind referred to in this Passage Contract which may be invoked by the Company shall automatically inure for the benefit of the Company's servants and agents, the vessel and the owner of the vessel and its servants and agents. The Passenger undertakes not to sue or bring or permit to be brought proceedings against such third parties including the vessel, and will indemnify the Company in respect of all loss and damage arising from any such action being taken by any person in connection with the Transportation. For the purposes only of the undertaking given by the Passenger in this Article the Company contracts as the agent and trustee of those parties intended to benefit from the undertaking.

**Art. 16 – TERMINATION** Failure to pay the passage fare in full within the time required under Article 4 will constitute a repudiation of the Passage Contract by the Passenger, entitling the Company to treat the Passage Contract as being at an end, in which case the Passenger's reservation will be cancelled, the Passage Contract will terminate and the deposit will be forfeited as the parties' reasonable pre-estimate of the loss suffered by the Company by reason of the Passenger's breach.

**Art. 17 CANCELLATION FEES.** If the Company receives written cancellation notice from the Passenger, then based upon the number of days between the date such notice is received and the sailing date, the following cancellation charges apply:

Cancellation Charges:		Penalty
121 days and over:	- Antarctic Cruises - All other cruises	\$1000 per person No Penalty
120-91days		Loss of deposit
90 days or less		100% of fare
No show		100% of fare

**Art. 18 TRAVEL AND MEDICAL INSURANCE.** It is highly recommended that passengers arrange adequate insurance to cover cancellation, medical and emergency, personal accident, baggage loss and delay, money (including travelers cheques and credit cards), travel delays, legal expenses and personal liability. It is particularly important that such insurance shall adequately cover all a passenger's potential emergency costs and expenses, including repatriation to the place of residence. Please note that the Australian Medicare system does not apply onboard Orion. For Antarctic cruises an Orion medical form signed by a Doctor and proof of insurance will need to be provided at time of final payment.

**Art. 19 OFF-SHIP, SPORTS & RECREATIONAL ACTIVITIES AND EQUIPMENT.** In consideration of his or her payment of the cruise fare, Passenger will have the option to utilize company furnished equipment and to participate in various sports and recreational activities off, under, around, about and in the environs of the vessel and locations visited during the cruise. These activities include but are not limited to zodiac transfers, fishing, kayaking, snorkeling and swimming, (collectively "off-ship activities"). Passengers acknowledge that: (a) there are risks and dangers involved with his or her participation in off-ship activities, and that these are dangerous activities that can result in serious injury or death, (b) The Vessel can no way guarantee the safety or welfare of Passengers in any off-ship activities and that The Vessel is merely providing equipment and instruction to enhance the Passenger's enjoyment, (c) Passengers shall knowingly and voluntarily assume the risk of and shall indemnify The Vessels against any claims made by or on his or her behalf as a result of using The Vessel's equipment and participating in off-ship activities, (d) Passengers shall acquire the training necessary to participate in off-ship activities and shall follow the rules and procedures maintained by The Vessel, (e) The Vessel shall accept no responsibility for Passenger's failure to abide by governmental rules, regulations and restrictions concerning sports activities. (f) The Captain has sole discretion in deciding which passengers can participate in "off-ship activities" depending on his and the ship doctor's assessment of their physical ability, in relation to the weather, tides and other safety considerations at the time and (g) All passengers will be required to sign an Indemnity and Release before being allowed to participate in any off ship activity.