



## TERMS & CONDITIONS

ANTARCTICA XXI is in business to help people realise their Antarctic dreams and goals. ANTARCTICA XXI will endeavour and strive to do everything in its power to help make their involvement with ANTARCTICA XXI and Antarctica a positive and rewarding experience. To this end ANTARCTICA XXI strongly advises that all travellers carefully read these Terms and Conditions, as all rights and obligations between ANTARCTICA XXI and each passenger will be governed by these as herewith describe.

### Description of the program

The program that ANTARCTICA XXI is offering to the participants is described in the Travel Program corresponding to each tour.

### General booking terms

The following booking terms will apply in case of a regular booking, both for individuals and groups; in case of a charter (booking of the entire tour and vessel) specific booking terms can be negotiated and agreed upon.

- A Booking Fee shall be paid to confirm a booking made 120 days prior to the departure date or earlier.
- The total amount of the cost shall be paid no later than 120 days before the date departure.
- If a reservation is made after 120 days prior to the departure date, the total cost of the tour is due at once.
- The Participation Form duly filled and signed by the passenger should be received by ANTARCTICA XXI no later than 60 days prior to the departure date of the tour. In case the Participation Form is submitted electronically, the passenger is required to sign it before starting the tour.

Failure to comply with any of the above requirements entitles ANTARCTICA XXI to cancel the booking and withhold return of all payments received.

The payment of the Booking Fee or a deposit of any part or full payment for a reservation on this tour shall constitute consent to all the provisions contained herein.

### Payment, cancellation and refund policies

The following payment, cancellation and refund policy will apply in case of a regular booking; in case of a charter (booking of the entire tour and vessel) specific payment, cancellation and refund terms will can be negotiated and agreed upon.

In case of cancellation of a booking, which must be done in writing by the passenger, the following terms will apply:

- Cancellation made up to 120 days prior to departure: there will be a full refund of the program cost less 50% of the Booking Fee.

- Cancellation made between 120 days and up to 60 days prior to departure: there will be a refund of 70% of the total cost of the tour (per person).
- Cancellation made between 60 days and up to 30 days prior to departure: there will be a refund of 40% of the total cost of the tour (per person).
- Cancellation received after 30 days prior to departure: there will be no refund whatsoever.

ANTARCTICA XXI reserves the right to cancel a tour prior to the scheduled date of departure for any reason whatsoever. The decision to cancel an a tour is within the sole and absolute discretion of ANTARCTICA XXI. In the event of such a cancellation, all monies received by ANTARCTICA XXI from the passenger or the passenger's booking agent for that tour will be refunded, including the Booking Fee mentioned in the General Booking Terms. ANTARCTICA XXI shall not be liable for any special or consequential damages, whether known or unknown, neither for any costs of air ticket, hotel or similar expenses that the passenger may have incurred in, under any circumstances whatsoever.

ANTARCTICA XXI reserves the right (in its sole and absolute discretion) to reschedule the departure and return of any tour at any time, without prior notification and no further obligation. ANTARCTICA XXI also reserves the right (in its sole and absolute discretion) to alter or omit any part of the itinerary with due notice to the passengers wherever practicable. Such rescheduling does not constitute a cancellation by ANTARCTICA XXI. All reasonable efforts will be made by ANTARCTICA XXI to ensure that the passenger's travel objectives are met.

ANTARCTICA XXI strongly suggests all passengers to purchase a travel cancellation and interruption insurance as protection against an unforeseen event which may force them to cancel their booking before departure or leave a tour while it is in progress.

### Rates

The rates of the tour are based on tariffs and exchange rates applicable at the time of booking and are subject to change prior to departure. ANTARCTICA XXI reserves the right to modify the published rates without prior notice.

### Responsibility

ANTARCTICA XXI is not responsible for any expenses incurred by the passenger or passenger's booking agents in preparing for the voyage, including non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees or other voyage related expenses.

A tight time-schedule connection with an Antarctic voyage is unwise. For this reason, ANTARCTICA XXI strongly

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suggests that a flexible air ticket be held for your journey home. In no case is ANTARCTICA XXI responsible for any expense or penalty incurred by the passenger or passenger's booking agents deriving from a change in the ending date of the Travel Program.

Participants should understand that there are certain known and unknown hazards involved in Antarctic voyages, which they accept willingly and voluntarily at their own risk at the moment of forwarding the Booking Fee. ANTARCTICA XXI will not be liable for any illness, injury or death sustained during an a tour, nor will it be liable for any uninsured loss or damage of property of any participant, whether caused in whole or in part by the negligence of the owners, directors, agents, officers, employees, contractors or subcontractors of ANTARCTICA XXI.

ANTARCTICA XXI shall not be responsible for any injury to persons (whether or not resulting in death) or damage to property arising out of any act of war, terrorism, insurrection, revolt or other civil or military uprising occurring in the countries of origin, destination or passage. Baggage is at the owner's risk entirely.

ANTARCTICA XXI acts only as agent on behalf of shipping and transport companies, airlines, hotels, and other suppliers providing services that are included in the tour, and as such ANTARCTICA XXI will exercise every possible care. However ANTARCTICA XXI, its subsidiaries and/or associated agents shall not be held responsible for property loss or damage and/or any damages resulting from illness, personal injuries or death that may be sustained by reason of, or while engaged on, any tour whether due to the ownership, maintenance, use, operation or control of any air, sea or land carrier or any other conveyance used in carrying out these tours. ANTARCTICA XXI can assume no liability due to any cause whatsoever whether caused by failure or delay or other irregularity, acts or omissions occurring during a tour under which the means of transportation or other service provided thereby is offered or supplied by owners, operators or public carriers for whom ANTARCTICA XXI acts only as agent. The Passenger Contract in use by the carriers concerned (when issued) shall constitute the sole contract between the transportation companies and the purchaser of these tours and/or passage.

ANTARCTICA XXI strongly urges participants to check with their insurance agent to make sure that they are adequately covered for all eventualities. In case of a medical problem arising during the tour, which results in costs for evacuation or repatriation, the responsibility for payment of these costs belongs solely to the passenger. ANTARCTICA XXI strongly advises that passengers ensure that such eventualities are covered by travel insurance. If not covered by travel insurance, the responsibility still

remains with the passenger and ANTARCTICA XXI specifically declines any responsibility whatsoever.

ANTARCTICA XXI's staff, agents and representatives, other than an Officer of ANTARCTICA XXI, are not entitled to promise refunds for whatever reasons, and ANTARCTICA XXI will not be bound by any such oral or written promises.

#### **Itinerary**

ANTARCTICA XXI has the duty to advise you that all operations carried out in the Antarctic territory are subject to constantly changing weather conditions and that the safety and comfort of passengers and crew will never be put at risk by taking actions that may result in a disappointing end to a unique experience.

This is an voyage to a remote part of the world, and ANTARCTICA XXI reserves the right to change the itinerary described in the Travel Program due to weather conditions, availability of anchorages or landing sites, safety of the carrier and human lives, political conditions and other factors beyond ANTARCTICA XXI's control without consulting the participants. On any flight (to or from Antarctica), or in any sea operation, such operations will be carried out exclusively and absolutely according to the judgement of the Captain of the aircraft or the vessel, whose decision will be definite and will not be questioned by any party. It is understood that such decisions will be made in the best interests of all the passengers and with regard to the safety of the vessel and the aircraft. Participants have no right to any refund or other considerations in the event of these inevitable itinerary changes.

In case that departure to or from Antarctica cannot take place due to unfavourable weather conditions either at point of origin and/or destination, ANTARCTICA XXI will apply the Contingency Plan corresponding to each voyage.

#### **Mean of conveyance, accommodation, infrastructure, and services**

Keeping in mind that safety is the paramount concern, ANTARCTICA XXI will make all efforts to carry out the itinerary detailed in the Travel Program corresponding to each tour by using the means of conveyance, accommodation, infrastructure, and services foreseen to this end. However, ANTARCTICA XXI reserves the right to use substitute means of conveyance, accommodation, infrastructure, and/or services in case of unfavourable conditions or other factors that ANTARCTICA XXI considers convenient, either at point of origin and/or transit and /or destination.

The use of substitute means of conveyance, accommodation, infrastructure, and/or services will be carried out exclusively and absolutely according to

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ANTARCTICA XXI's judgement. It is understood that such decision will be made with regard to ensuring the safety of air, land and sea operations, accomplishing the Travel Program foreseen for each tour, maintaining standards of service similar to the ones originally foreseen, and in the best interests of all the passengers

Participants have no right to any refund or other considerations in the event of using substitute means of conveyance, accommodation, infrastructure, and/or services.

#### **Admittance**

These tours are intended for persons in reasonably good health. By forwarding the Booking Fee, the passenger certifies that he/she does not have any physical or mental conditions or other condition or disability that can create a hazard to he/herself or other passengers,

ANTARCTICA XXI reserves the right to exclude a passenger from part or all of the tour, should the passenger be considered by ANTARCTICA XXI to be not physically able or prepared to participate safely. Should a passenger's application for participation in a tour be justifiably declined by ANTARCTICA XXI prior to the scheduled date of departure of the tour, ANTARCTICA XXI will refund all payments received from the client less an administrative fee equivalent to 50% of the Booking Fee mentioned in the General Booking Terms, and this will be the limit of ANTARCTICA XXI's liability. ANTARCTICA XXI shall not be liable for any special or consequential damages, whether known or unknown, under any circumstances whatsoever. ANTARCTICA XXI's decision to decline a passenger's participation in any tour shall be taken in its sole and absolute discretion.

ANTARCTICA XXI's leaders and guides will do their utmost to ensure that any problems are solved for the benefit of the group and the voyage as a whole. Passengers accept ANTARCTICA XXI's authority (whether it be a Captain, Expedition Leader, Operations Manager or Field Guide) to make decisions affecting the group or individuals.

For instance, such leader may require an individual to leave the group and/or to be excluded from (continuation of) the tour (components) if he/she believes that person's health is at risk, if an illegal act is committed, or their behaviour becomes detrimental to the safety, enjoyment or wellbeing of the group. Should an ANTARCTICA XXI leader take such action, that person would not be entitled to any refund whatsoever. If the disturbing behaviour or damage (as described above) should occur, all costs resulting from this shall be charged to the passenger.

#### **Baggage allowance**

On the flights to and from Antarctica, the maximum baggage allowance for each passenger, including hand luggage, is 20 kg. Baggage exceeding the maximum weight will be refused on board the aircraft and will not be allowed even by paying an excess baggage fee. Exceeding luggage will be kept in custody by ANTARCTICA XXI and will be returned to passengers upon their return from Antarctica at the port/airport of arrival corresponding to each voyage.

#### **Photography**

Passengers extend ANTARCTICA XXI permission to take their photograph during the voyage and release all rights over those images. Passengers who do not wish to be photographed during the voyage must inform ANTARCTICA XXI in writing, prior to the voyage.

#### **Law and jurisdiction**

This Agreement and any disputes hereunder shall be governed by and construed in accordance with the laws of the Republic of Chile.

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## CRUISE CONTRACT

IMPORTANT NOTICE TO PASSENGERS. CAREFULLY READ THESE CRUISE CONTRACT TERMS AND CONDITIONS, ESPECIALLY SECTIONS 10 TO 16 WHICH LIMIT YOUR RIGHT AND TIME TO SUE AND THE AMOUNT OF THE CARRIER'S LIABILITY. BOTH THE PASSENGER AND THE CARRIER ARE LEGALLY BOUND BY THIS CONTRACT.

### 1. DEFINITIONS OF WORDS USED IN THIS TICKET AND CONTRACT

**Ticket** – means the entire document including the Ticket coupon and the Cruise Contract Terms and Conditions.

**Contract** – means the Cruise Contract Terms and Conditions.

**Passenger** – means anyone buying this Ticket, or using, traveling under or named on it.

**Carrier** – means the company and Vessel named on the Ticket coupon, her owners, charterers, managers and operators, any substituted or connecting Vessel and all launches and watercraft belonging to the Vessel or owned or operated by any of the above, and the Master, Officers and crew of the Vessel, launches and watercraft.

**Cruise** – means the voyage “from” and “to” the port or substitute port and for the dates or substitute dates, if any, shown on the Ticket coupon.

**Baggage** – means trunks, suitcases, handbags, carrying cases, valises, satchels, bundles and other containers containing the Passenger's wearing apparel and personal effects and property but excluding items referred to in Section 10 (a).

**Vessel** – means the ship named on the Ticket coupon, any substituted or connecting ship, and all launches and all watercraft belonging to the ship or owned or operated in connection with the ship.

### 2. PASSENGER'S OBLIGATIONS BEFORE BOARDING

Among other things, each Passenger before boarding MUST:

- Pay the full fare.
- Arrive at least two (2) hours before scheduled sailing.
- Have in his possession:
  - (i) his Ticket;
  - (ii) a valid passport;
  - (iii) all necessary visas;
  - (iv) a medical card showing all necessary vaccinations and inoculations; and
  - (v) all other papers necessary for scheduled ports of call and disembarkation.
- Complete all examinations needed and be healthy enough physically and mentally to undertake and complete the Cruise. If requested by the Carrier, a Passenger must also have in his possession before boarding, a physician's certificate certifying that he is physically fit and capable to undertake and complete the Cruise.
- Notify the Carrier in writing as soon as possible about all illnesses, disabilities or pregnancy or any other conditions for which the Passenger may require medical or special attention during the Cruise.
- Have an adequate supply of all medicines and medical supplies needed as they may not be available on board the Vessel.
- Mark each piece of Baggage with his full name and address, name of Vessel, cabin number and destination.

- Declare and pay for, in cash or by traveler's checks in US dollars, all excess Baggage above 250 pounds or 25 cubic feet. (See Section 10 (d)).

- Obtain his own insurance for all Baggage and other personal property.

- Not bring or have aboard any firearms, flammable, inflammable or hazardous items, controlled or prohibited substances or drugs, contraband or items prohibited by any country or port to be visited.

- Be sure to have read and understood the entire Ticket and Contract.

### 3. GENERAL PROVISIONS

**Authority to Agree.** In buying this Ticket the Passenger states that he is authorized by or on behalf of any Passenger named on, using or traveling under this Ticket (including any minor) to agree to all the terms and conditions of this Ticket and Contract and by accepting and/or using this Ticket, each Passenger agrees that he will be legally bound by all the terms and conditions of this Ticket and Contract with the same force and effect as if such Passenger had signed this Ticket.

**No Transfer.** This Ticket is between the Carrier and the Passenger. It cannot be sold, assigned or transferred to any other person without the prior written consent of the Carrier.

**No Third Party Responsibility.** This Ticket and Contract is only with the Carrier named on the Ticket. No other person or company shall be responsible in any way to the Passenger.

**Limitations Apply If Third Party is Held Responsible.** However, if any other person or company is held responsible or liable to the Passenger, all benefits, limitations, exonerations and exemptions from liability, defenses and immunities referred to in this Contract or under law or treaty or from any other source, apply to such person or company and their vessels, agents, servants, employees, masters, crew, physicians and stevedores.

**Contract Continues.** This Contract remains in effect for all times when the Carrier is under any responsibility to the Passenger or the Passenger's Baggage.

**No Oral Changes.** No change to or waiver of any of the printed items on this Ticket or Contract can be effective unless it is in writing and signed by a corporate officer of the Carrier or its general agent and may require an increase in fare. Any change must refer to the Passenger and Ticket coupon number if any and Cruise. Any waiver by the Carrier of any of its rights under this Contract, or failure to assert or enforce such rights, does not affect any other rights of the carrier, and such waiver will not affect even the same right if and when the Carrier may decide to apply or enforce that right.

**Invalid Terms or Applications do not Affect Remainder.** If any of the terms or conditions of this Contract or any application thereof is found void, invalid or unenforceable, the remaining terms and conditions of this Contract shall continue in full force and effect for all other purposes.

### 4. PASSAGE MONEY AND FARE

**Payment of Fare.** The Fare shown on the Ticket coupon is the fare in effect on the date of issue of the Ticket. The fare is fully earned by the Carrier upon sailing, is subject to all other provisions in this Contract and shall not be refunded except as otherwise provided in this Contract. Refunds are also expressly subject to the cancellation

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policies and provisions of any travel agency or tour operator with whom the Passenger arranges for purchase of this Ticket, which policies or provisions, to the extent they are not inconsistent with this Contract or not more favorable to the Passenger, are incorporated herein.

**Increase in Fares.** The Carrier reserves the right to increase the fare on at least thirty (30) days notice before the departure date shown on the Ticket coupon. In such event, the Passenger has the option within five (5) days of such notice to accept and pay the Carrier the increase in fare or to notify the carrier that he cancels this Ticket, in which event he will receive a full refund.

**What is Covered by Fare.** Unless otherwise stated in the Cruise program or literature for which this Ticket is issued, the fare shown on the Ticket coupon, or as otherwise agreed to in writing, includes Cruise passage, food and accommodations while on board the Vessel. The fare does not include tobacco, alcoholic or special beverages (bottled or tap), miscellaneous extras, personal needs or medical care. Such goods and services, if available for purchase aboard the Vessel, are at the Passenger's own expense. Payment for all such goods and services including any charges for extra Baggage must be made in cash or by traveler's checks in US dollars (or other currency acceptable to the Carrier) upon demand by the Carrier prior to the Passenger's disembarkation.

**Governmental and Other Fees.** Taxes, port charges, embarkation and loading expenses, stamps, health fees and any other charges whatsoever imposed by governmental authorities in any port or place shall be for the account of the Passenger. If they are paid by the Carrier, the Passenger shall reimburse the Carrier before disembarkation.

## 5. CANCELLATION BY PASSENGER

If the Passenger does not use this Ticket for the Vessel and Cruise shown thereon or other Vessel substituted by the Carrier, or if the Ticket is lost or mislaid by the Passenger, the Carrier reserves the right to cancel the Passenger's Ticket and to retain any fare paid without refund.

## 6. NO STOPOVERS OR DISEMBARKATION AT INTERMEDIATE POINTS WITHOUT APPROVAL; FAILURE TO MAKE SAILING

**Written Approval Required.** Stopovers (getting off from the Vessel at an intermediate port or place) will be allowed only if as shown on the Ticket coupon or with prior written approval of the Carrier. All stopovers shall be at the Passenger's sole risk and the Carrier shall not be or become liable to or responsible for the Passenger in any way while the Passenger is not on board the Vessel.

**Unauthorized Disembarkation.** If the Passenger interrupts the Cruise and gets off the Vessel at an intermediate port or place without either provision in the Ticket or the prior written approval of the Carrier, the Passenger does so at the Passenger's own risk and expense. No refund will be made in such cases. If disembarkation violates any law, including United States Code, Title 46 Section 289, the Passenger shall be liable to reimburse the Carrier for any penalty provided by statute, law or governmental regulation.

**Failure to make Sailing.** If a Passenger misses any scheduled sailing of the Vessel from any port or place, including any stopover, the Carrier shall not be liable for any costs, expenses or damages incurred by the Passenger as a result thereof, and the Passenger shall not be entitled to any refund of the fare.

## 7. ACCOMMODATIONS, QUARANTINE; NO PETS OR ANIMALS

**Adherence to Rules.** All Passengers must abide by all the terms and conditions of this Contract and all "Rules" and "Regulations" posted on the Vessel. Any questions a Passenger may have should be directed to the Carrier, its general agent, or the Vessel's Master or Purser.

**Accommodation.** Any Passenger who does not arrange definite accommodations (stateroom or berth) when purchasing the Ticket may be assigned to any accommodations selected by the Carrier. Accommodations assigned must be paid for at the regular rate for those accommodations.

**Berths.** The Passenger is not entitled to use of an entire stateroom unless all berths therein are bought and paid for by the Passenger. Unoccupied berths may be filled by the Carrier at intermediate ports unless the fare for the entire stateroom has been paid by the Passenger.

**Changes in Accommodations.** If, in the opinion of the Master, the Carrier or its agents, the arrangement of booked accommodations has to be altered, the Carrier shall have the right to allocate other accommodations to Passengers. The fare and the standard of accommodations will, if possible, be substantially the same. If the Carrier is unable to offer such alternative accommodations, the Carrier may cancel this Ticket and refund any unused fare, and the Passenger shall have no other claim against the Carrier.

**Immigration and Related Requirements.** It is the Passenger's sole responsibility and risk to satisfy all requirements of all immigration, port or health authorities of the port(s) of disembarkation and of the country of ultimate destination including but not limited to passports, visas, vaccination, inoculations, health certificates and all other documents required. It is the Passenger's sole responsibility to meet all requirements to immediately land at any port and be finally and without delay accepted in the country or countries. The Passenger must repay the Carrier for any damages, expenses or fines the Carrier may incur as a result of non-compliance with any of these requirements. The Carrier, its officers, employees, servants or agents are not liable for any information or advice they may give in connection with these kinds of requirements. The Carrier shall not in any circumstances whatsoever and whether or not such documents are held or produced by the Passenger, be liable for the consequence of any insufficiency or irregularity in such documents or the non-compliance by the Passenger with any laws or governmental regulations.

**Involuntary Disembarkation of Passenger.** The Carrier may disembark any Passenger at any port or place or at any time, or transfer the accommodations of or confine to a cabin, any Passenger:

- (i) who may be suffering from contagious or infectious disease; whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of himself, other Passengers, the Vessel, its officers or crew, or who, in the Master's opinion, might be excluded from landing at any port or place by immigration or other governmental authorities.

The Carrier shall not be liable for refusing to carry or for disembarking a Passenger and the Carrier shall be entitled to be reimbursed by the Passenger refused carriage or disembarked, for any expense that the Carrier may be put to on this account, including commissions paid to agents. Such Passenger shall not be entitled to a refund of all or any portion of the fare and/or compensation of any kind whatsoever.

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**Quarantine.** In the case of quarantine of the Vessel or other condition requiring detention of any Passenger, the Passenger shall bear all risks and expenses incurred thereby. The Passenger agrees to pay the Carrier's charges for the Passenger's food and accommodation during the period of detention, payable day by day, if the Passenger is maintained on board the Vessel, and for all other quarantine fees and expenses assessed or incurred on his account.

**Refusal of Permission to Land.** If immigration or other government authorities refuse a Passenger permission to land, or give orders for deportation, no claim by the Passenger against the Carrier on that account shall be valid.

**No Pets.** No pets or animals are allowed on the Vessel.

#### 8. CARRIER NOT LIABLE FOR PASSENGER'S MEDICAL CARE

**Medical Services on Vessel.** The Carrier does not undertake that a physician or medical personnel will be aboard the Vessel. If the Vessel does carry a physician or medical personnel, then they are independent contractors and work directly for the Passengers. Any physician or other medical personnel that renders emergency treatment and/or performs medical or surgical services, does so at the rates fixed in the "Schedule of Physician's Charges" posted aboard the Vessel or as otherwise agreed to, or in the absence thereof, then at customary rates.

**Consent of Treatment.** If, in the opinion of the carrier, a Passenger in need of medical or surgical services is unable to request it, the Passenger hereby expressly consents to such treatment, if any, and to pay the cost thereof charged by the Vessel's physician or other physician or medical personnel designated by the Carrier who in doing so is acting on behalf of the Passenger.

**Treatment at Passenger's Risk.** All medicines and all medical or surgical services furnished by the Vessel's physician, if any, or any other physician or medical personnel (all of whom are engaged by the Passenger as independent contractors) or ship's officers, employees or agents of the Carrier, shall be and are accepted by and at the Passenger's sole risk and expense, and the Carrier shall not be responsible for the quality, nature or consequence thereof.

**Passenger's Obligation to Report Medical Conditions.** Before this Ticket is issued, the Passenger must report to the Carrier or its general agent, all pre-existing illness, disabilities or pregnancy and all other conditions for which the Passenger may require medical attention during the course of the Cruise. If any such condition arises after the Ticket is issued, the Passenger must report all such conditions to the Carrier, Purser or Vessel's Master or physician, if any, before boarding, or if the Passenger has boarded the Vessel, then before the Vessel leaves port. The Carrier, Vessel and the Vessel's physician, if any, shall have no liability in connection with any such condition.

**Lack of Obligation to Examine Passenger.** Neither the carrier, nor the Vessel's physician, if any, has any obligation to examine any Passenger for any purpose prior to boarding or sailing.

**Refusal of Passage.** The Carrier reserves the right to refuse passage to a Passenger who has failed to give proper notice of any disability, illness, pregnancy or other condition requiring special care, attention or treatment or who in the Carrier's sole opinion is physically or mentally unfit for the Cruise. In such event, the Passenger is not entitled to any refund of fare.

#### 9. CARRIER'S RIGHT TO CANCEL, SUBSTITUTE VESSELS AND CHANGE SCHEDULES AND PORTS

**Changes in Vessel and Schedule.** The Carrier may at any time, without notice, cancel or change the date of sailing or substitute vessels. The Passenger will have no claim against the Carrier for hotel or board bills, traveling expenses or other loss, delay, inconvenience or expense whatsoever by reason of any cancellation, change, or delay of sailing or in arrival of the Vessel.

**Approximate Schedules.** Sailing schedules and times of arrival and departure are only approximate and may be altered in the discretion of the Master or Carrier. Costs of food, accommodations and other expenses ashore are the sole responsibility of the Passenger, even if incurred while awaiting transshipment or a connecting carrier.

**Deviations.** Before or after the commencement of the Cruise, the Vessel and her Master shall have liberty to: proceed without pilots; tow and assist vessels, including those of the Carrier, in all situations; deviate from the usual advertised or scheduled route; put back to or into or to call or stop, or omit to call or stop, at any port or place, on land or at sea, in or out of the route of the usual, advertised or scheduled Cruise, even though doing so may involve going backwards or away from the port of destination; adjust compasses; dry-dock, go on ways and/or be towed. These things may be done for any reasons which are sufficient in the judgment of the Carrier or the Master, including but not limited to, offering or rendering assistance in an effort to preserve life or property.

**Governmental and Underwriters' Orders.** The Vessel and Master shall have the liberty to comply with all orders given by governmental or ruling authorities and the underwriters of the Vessel and the Carrier.

**Interruption of Cruise.** If the Vessel's Cruise is interrupted or if the Vessel is unduly delayed or prevented from proceeding in the ordinary course by; act of God; perils of the sea, harbors, rivers, or other navigable waters; act of any governmental or ruling authority; epidemic; collision; stranding; fire; faults or errors in navigation or management of this or of any other Vessel; seizure of the Vessel under legal process; any abrupt or unexpected increase in the cost of fuel or shortage of fuel; war; hostilities; riots; strikes or labor stoppages; or any other cause or circumstance beyond the Carrier's responsibility or control, the Carrier shall have the right, in its sole discretion, to terminate the Cruise and to land the Passenger and his Baggage at any port or place at which the Vessel may call at or may then be. In such event, this Contract shall be considered to have been fully performed as if the Cruise were completed and the responsibility of the carrier shall cease without any liability on the part of the Carrier to refund any part of the fare.

In the event that the Carrier cancels the Cruise for any one or more of the reasons set forth above and the Passenger has not yet embarked, the responsibility of the Carrier shall cease upon such cancellation without any liability on the part of the carrier to refund any part of the fare.

**Changes in Ports.** If the Master or Carrier, for any reason whatsoever considers it necessary or desirable in the good management of the Vessel or of the Carrier, they may cause the Vessel not to make calls at any port or ports or to land or board Passengers or their Baggage. A Passenger scheduled to land at an omitted port or place of final destination may be landed with his Baggage at the next practical port of call without any liability on the part of the Carrier. The Passenger must bear all expenses to such omitted port or place of final destination.

**Carrier's Lien.** The Carrier shall have a lien on (claim against and right to sell) the Baggage, money (including the fare) and any other

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property accompanying the Passenger to satisfy any claims it may have against the Passenger. The Carrier may enforce this lien by public or private sale in any manner and without notice except where required by applicable law.

**Indemnity by Passenger.** The Carrier shall have the right to be indemnified by the Passenger for all penalties, fines, charges, losses or expenses imposed upon or incurred by the Carrier or the Vessel because of the Passenger, or a minor or any other person in the Passenger's care.

**10. REGULATIONS CONCERNING BAGGAGE, PERSONAL PROPERTY AND CARRIER'S LIABILITY THEREFOR**

**(a) Limitation of Shipments and Liability.** The Carrier does not undertake to carry as Baggage any electronics, computers, merchandise, samples, furniture, household goods, tools of trade, property of persons other than the Passenger, pictures, works of art, perishable or breakable goods, glassware, liquids, bric-a-brac, money, securities and notes whether or not negotiable, documents, valuables, gold, silver, silverware, precious stones and metals or jewelry. If any such items or articles are brought aboard, the Passenger expressly agrees that the Carrier shall have no liability as bailee or Carrier or in any other capacity for loss or damage howsoever caused, even if by the negligence of the Carrier.

**(b) Forbidden Items.** The Passenger is not allowed to bring on board items or articles, the importation or exportation of which may be forbidden, or which do not conform to the customs or police regulations or the laws of any country to which the Vessel may go in the course of the Cruise. A Passenger who violates this rule will be held liable for all resulting fines, losses, damages or delays.

**(c) Hazardous Items.** The Passenger is not allowed to place in Baggage any firearms or any flammable or inflammable matter of any kind, such as matches, gunpowder, fireworks, cigarette lighters, cartridges, films, etc. The Carrier may dispose of or destroy such items without liability. The Passenger will be liable for the full amount of all loss, damage or delay to the Vessel or her cargo and for all injury to, or death of any of the Passengers, officers or crew or other persons caused by such hazardous articles brought on board by the Passenger.

**(d) Allowable Weight or Cubage.** Each Passenger is allowed to bring aboard Baggage not exceeding 250 pounds in weight and not exceeding 25 cubic feet in volume. The Passenger shall be charged for Baggage in excess thereof at the Carrier's current rate.

**(e) Limitation of Carrier's Liability With Respect to Baggage.** The Carrier's liability, if any, (and whether or not excess Baggage is carried, declared and paid for) is limited to Two Hundred and Fifty (\$250) US dollars in the event of loss, damage, or delay to any or all of the Passenger's Baggage. The fare for the Cruise and the rate charged for excess Baggage are based in part on this limitation of Carrier's liability.

**(f) Marking of Baggage.** Each piece of baggage shall be marked with the Passenger's full name and address, cabin number, destination, and Vessel's name. The Carrier shall not be liable for loss, damage or delay resulting from the Passenger's failure to clearly mark each piece of Baggage as directed.

**(g) Unclaimed Baggage.** Baggage remaining unclaimed on arrival of the Vessel will be delivered to the Customs or other authorities and stored as designated by them and at the Passenger's sole risk and expense.

**(h) Safe Deposit.** A reasonable amount of space in a deposit box or safe on board, if the Vessel is so equipped, will be allowed to a Passenger upon request. But in consideration of the Carrier furnishing such deposit box or safe without extra cost, the Carrier's liability, if any, for loss of, or damage to, any items deposited therein shall neither be created nor increased beyond the limits set forth in Section 10(e) hereof by reason thereof.

**Notice Required for Baggage Claim.** Loss of or damage to Baggage during loading or disembarking must be reported by the Passenger to Carrier, Master, or Purser or other Vessel officer, prior to departing the Baggage pickup area. The Carrier shall not be responsible for any such loss or damage which is not so reported.

**Suit Time for Baggage Claim.** No suits shall be maintainable against the Vessel or the Carrier upon any claim in connection with this Contract relating to Baggage or any other property unless written notice of the claim, with full particulars, shall be delivered to the Carrier or its agent at its office at the port of sailing or at the port of termination within twenty-four (24) hours after termination of the Cruise. In no event shall any suit for any cause against the Vessel or Carrier with respect to Baggage or other property be maintainable unless such suit shall be commenced within six (6) months after termination of the Cruise.

**Unchecked Baggage.** The Carrier does not assume any responsibility for unchecked Baggage, nor for any items or articles which the Passenger retains under personal control in a cabin or elsewhere. In no event will the Carrier be liable for any damage to or loss of Baggage not in its custody.

**General Average.** The Passenger will not be liable to pay or entitled to receive any contribution in General Average in respect of Baggage taken with him on the Vessel.

**11. CARRIER AS AGENT FOR OTHERS: USE OF SERVICES**

**Carrier as Agent.** When the Carrier sells to the Passenger tickets, coupons, vouchers or authorization or makes arrangements for shore excursions, tours, travel or for transportation, conveyance, hotel accommodations, meals or other goods or services, the Carrier acts only as agent for those persons who, as independent contractors, own, furnish, operate, conduct, provide or handle such goods or services.

The Passenger expressly agrees that the carrier shall not be or become liable or responsible in any way for any act or omission pertaining to such goods or services or for loss, damage, delay, injury, illness or death to person or property arising out of or in connection with such goods or services so offered or provided.

**Passenger's Use of Services.** The Passenger using the services of the Vessel's barber, hairdressing, manicurist, or other personal service personnel, if carried on board, or athletic or recreational equipment, facilities or supplies, does so at the Passenger's own risk and expense, without any responsibility of the Carrier.

**12. GENERAL LIMITATIONS ON CARRIER'S LIABILITY**

The Carrier and the Vessel shall not be liable for loss, death, or delay of, or injury or illness to any Passenger, or loss of or damage or delay to his Baggage, arising from: act of God; public enemy; governmental restraint; riots; strikes; lockouts; labor troubles, whoever may be the instigators thereof; epidemic; civil disturbances of whatever nature; perils of the sea, harbors, rivers, or other navigable waters; fuel shortages or abrupt and unexpected increase in fuel costs; collision;

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stranding; fire; theft, barratry, or any other crime by any person; faults or errors in navigation or management of this Vessel or of any other vessel; explosions; bursting of boilers; breakage of shafts or any defect or unseaworthiness in hull, machinery or appurtenances, equipments, furnishings, supplies or officers or crew of the Vessel or its launches or watercraft or any defect of the Carrier's premises at whatever time existing; fault or neglect of pilot, tugs, officers or members of the crew, agents, servants, independent contractors; the quality, nature or consequences of medical or surgical treatment; any loss, damage or delay arising from inherent defect, or vice or quality of the Passenger's Baggage or from the insufficiency, inadequacy of absence of Baggage marks or of address or description of such Baggage; any loss or damage caused by delay in, or prevention of sailing, prolongation of the Cruise, deviation or stoppage in transit, or from any calls at ports or variations from the scheduled or regular course of the Cruise permitted by this Ticket and Contract; seizure of the vessel under legal process; any act, omission, fault or negligence of this Passenger or any other Passenger, or any other cause or circumstances beyond the control of the Carrier, whether or not of the kind listed herein. The Passenger is hereby expressly advised that the Vessel may be powered or operated in whole or in part by nuclear power or a similar power and the Passenger hereby accepts all risks, whether known or unknown, inherent therein and agrees that the Carrier shall have no liability for injury, illness or death resulting therefrom.

### 13. PERSONAL INJURY CLAIMS; NOTICE REQUIREMENTS AND TIME LIMITS TO CLAIM AND SUE

Any incident or accident resulting in injury, illness or death to the Passenger must be reported immediately to a Vessel's Officer. The Carrier will not be liable therefore except as provided by the law made applicable by this Contract and then only if a written claim is received by the Carrier within six (6) months of the incident or accident and suit is filed within one (1) year of the incident or accident alleged to have caused the injury, illness or death. If a written claim is not made and suit is not filed within the time provided in this Section, then the Passenger waives and releases and forever gives up any and all rights he may have to make a claim or file a suit against the Carrier for any such injury, illness or death.

### 14. CHOICE OF LAW: LIMITATION OF CARRIER'S LIABILITY

**Applicable Law.** This Ticket and Contract and all rights, liabilities and duties of the Passenger and of the Carrier will be construed in accordance with English law. The Carrier shall be entitled to the maximum protection allowed by English law, including all protection as to the amount of damages recoverable.

**Limitation Carrier's Liability.** The maximum total liability, if any, of the Carrier resulting from loss of life or injury to or illness of the Passenger or with respect to claims for loss of or damage to Baggage shall not exceed the amount permitted by English law. In addition to all of the limitations of and restrictions and exemptions from liability provided for in and by this Ticket and Contract, the Carrier shall also have the benefit of all limitation of and exoneration from liability and the procedures provided thereby, including but not limited to the provisions of the "Athens Convention Relating to the Carriage of Passengers and their Baggage by Sea 1974" ("Athens Convention").

The Carrier shall also have the benefits of all other limitations of or exonerations from liability, and of all other benefits of any statute or law of any country which might be applicable providing for limitation of or exoneration from liability. In no event, however, will the Carrier be liable for any damage, loss, injury, illness or death not caused by the negligence of the Carrier. The fare for the Cruise is based in part on the limitation of Carrier's liability provided for in this Ticket and Contract.

### 15. IF LIMITATIONS ON CARRIER'S LIABILITY DO NOT APPLY

If any claim or suit is brought against the Carrier in a place where the English law and the applicable limitations, exonerations and exemptions incorporated in this Ticket and Contract, or in the Athens Convention are legally unenforceable, then the Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment to the Passenger or his Baggage arising out of any cause of whatsoever nature not shown to have been caused by the Carrier's negligence and the Carrier's liability, if any, shall be limited to its proportionate share of its negligence, if any, compared to the negligence of all others whose acts or omission caused or contributed to the death, injury, illness, damage or other loss or detriment.

### PLACE OF SUIT

All disputes, claims and suits and matters whatsoever arising under, in connection with or incident to this Ticket or Contract shall be brought and litigated, if at all, in and before a court of proper venue located in London, England, to the exclusion of the courts of any other city, state or country. Any such claims are to be forwarded to: N. Makin, Solicitor, 1 Church Street, Swepstone, Leicester, LE67 2SA UK.

### INTERPRETATION

The headings used in this Contract are for convenience of reference only and shall not define or limit any of the parts thereof. Whenever the context so requires, references to the male gender includes references to the female, and references to the singular includes the plural and vice versa.

### WARRANTIES/CONSEQUENTIAL DAMAGES EXCLUDED

ALL WARRANTIES INCLUDING WARRANTIES OF FITNESS FOR USE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED FROM THIS TICKET AND CONTRACT. THE CARRIER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

### WRITTEN NOTICES

Except as otherwise expressly provided in this Ticket and Contract, all written notices required by this Ticket and Contract must be mailed, postage prepaid, to the Carrier.

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