# **Atlantis Guest Reservation Terms & Conditions**

Whether or not signed by you, this Atlantis Events, Inc. ("Atlantis") Guest Reservation Terms and Conditions agreement (this "Agreement") shall be deemed to be an acceptance and agreement by you, and on behalf of all other persons traveling under this Ticket, to be bound by all the terms and conditions set out herein.

Atlantis acts solely in the capacity as agent and shall have no responsibility for the acts and omissions of the airlines, cruise lines, hotels, resort operators, transportation companies, tour operators, and other suppliers providing services (collectively the "Supplier").

#### **Deposits and Payment Schedule**

A deposit (as described on the reverse of this form) must accompany all reservations to confirm your space on any program. A schedule of payments is also listed. If you are paying by credit card, the final payment and additional deposits will be automatically charged as indicated, unless Atlantis is notified at least 3 business days before such payment is due. If you are paying by check, your check must be received by the date required or your reservation is subject to cancellation without notice. Failure to make timely payments of any reservation will cause your reservation to be cancelled without notice and all amounts paid to date held in accordance with Atlantis' cancellation policies.

#### **Travel Documents**

Your airline tickets and/or charter vouchers, travel documents, passenger ticket contract and all other pertinent travel information will be sent to either you or your travel agent approximately 2 weeks prior to your departure. Full text of the essential information required to travel is also normally posted on the Atlantis web site (www.atlantisevents.com) approximately 3 weeks prior to departure.

Paper documents will not be delivered to destinations outside of the USA or Canada. These guests can receive their documents electronically, or may pick up full travel documents upon arrival at the cruise, resort, or event. Travel documents will not be sent to guests who have not returned their correctly signed Atlantis Confirmation Form by 2 weeks prior to departure, or for guests who reserve within 3 weeks of departure. For these guests, documents will be held for collection at the cruise, resort, or event.

### **Passports and Proof of Citizenship**

All passports, visas and other travel documents required for embarkation and disembarkation and at all ports of call or otherwise required to gain entry to all countries are your sole responsibility. Appropriate proof of citizenship is required for all travel to Canada, Mexico and most Caribbean nations if you are a US or Canadian citizen. All other international travel requires a valid passport. Visas may be required, depending on the destination. Proof of citizenship consists of a valid government issued photo ID plus either an original government issued birth certificate with raised seal or naturalization papers. A passport is preferred and may be required in the future for all travel outside the United States. Citizens of countries other than the U.S. should contact an embassy or consulate of the destination country for specific entry requirements.

<u>These documents are your responsibility</u> and Atlantis is not responsibile for any delays you may encounter due to incomplete or incorrect documentation, nor shall Atlantis or its Supplier, as defined below, have any liability therefore. Should you fail to possess valid documentation, you will be denied boarding or entry and will not be entitled to any refund. Your full compliance with all customs regulations and all local and national laws is your own responsibility.

#### Atlantis Fair Rate Guarantee

Once Atlantis has received your deposit or full payment, your rate is secure except in the event of substantial increases in operating costs, fuel costs, fariffs or taxes prior to the departure date. In such cases, we reserve the right to add a surcharge, not to exceed \$50 per person. All assessed government or quasi-government fees and taxes are subject to change without notice at any time, and we reserve the right to add a surcharge for these fees and taxes whether you have a confirmed booking under deposit or have made final payment. Should Atlantis lower the rate for your specified class of accommodation, you will receive either the lower rate (and a refund of the difference) or an upgrade to the class of accommodation that matches the rate you originally paid. The choice is yours. Please note that this only applies to accommodations booked or held by Atlantis 'Supplier and does not apply to airline tickets, outside tours, and other services that Atlantis may offer as an option.

#### Liability and Responsibility

You hereby agree that you have read and understand the passenger ticket contract issued by Supplier (the "Ticket"). The Ticket and all of its definitions, terms and conditions are hereby incorporated into this Agreement by reference. You further agree that the liability of Supplier to you is strictly limited and governed by the definitions, terms and conditions contained in the Ticket. A copy of the Ticket is available upon request and will be provided with your final travel documents, and can be referenced on Supplier's current internet site. You agree to be bound by the general terms and conditions of Supplier's program and guest policy as detailed in their current brochure. A copy of these terms and conditions is available upon request. You also agree to hold Atlantis free of responsibility for, and to bear the sole risk of any delay, claim, liability, loss or accident occasioned by the fault or negligence of any Supplier or other person or company entrusted with such service.

All coupons, vouchers, receipts and tickets issued to you by Atlantis and its Suppliers are hereby expressly made subject to the definitions, terms and conditions specified in the Ticket. By making your reservation and agreeing to utilize the services and accommodations of Atlantis and Supplier, you agree that neither Atlantis nor Supplier, nor their affiliates, agents, principals, employees, or representatives shall be liable for any loss, injury, or damage to you or your belongings, or otherwise in connection with any accommodations, transportation, or your Atlantis trip, or for trip cancellations, delays, changes in tinerary or schedule, or other services whether or not resulting directly from any occurrence beyond their control, including without limitation, Acts of God, breakdown of the Vessel, hostilities, blockades, labor conflicts, strikes aboard ship or on land, war, fire, collision, arrest, order or restraint by governmental authorities or others, acts of terrorism, civil commotions, weather conditions and considerations of safety of the Vessel, or other circumstances.

In the event of interruption, changes, delays or cancellation of your Atlantis trip for any reason, or in the event of default, real or alleged, of any kind by Atlantis or Supplier, or your claim that Atlantis or Supplier has for whatever reason failed to perform its respective obligations to you, the sole liability of Atlantis and Supplier to you shall be to refund all monies theretofore paid by you for all obligations not then performed or for which you have not yet received benefit. Atlantis and Supplier shall not be liable or responsible to you for any other costs incurred by you, including but not limited to, travel costs and other costs incurred by you in preparation of your Atlantis trip, or for any other consequential damages arising from, or as a result of, such cancellation.

All travel arrangements made for or by you for air transportation, shore excursions, ground tours, ground transportation, hotels, restaurants and other similar activities or services are made solely for your convenience and are at your risk. The providers of such services are independent contractors and are not acting as agents or representatives of Atlantis or Supplier. In no event shall Atlantis or Supplier be liable for any accident, injury or harm to you that occurs off the Vessel, hotel or resort as a result of any acts, omissions or negligence of any third parties or independent contractors. The Supplier shall in no event be liable to you for any contracts or understandings between you and Atlantis resulting from your claim for the return of any monies collected by Atlantis with respect to your Atlantis trip and you hereby agree to look solely to Atlantis to collect any such sums.

You shall be liable to, and shall reimburse Atlantis and Supplier for, any damage to the Vessel, the transport, hotel, resort or any property of Atlantis or Supplier caused directly or indirectly, in whole or in part, by any wilful or negligent act or omission on your part; and you shall further indemnify Atlantis and Suppliers and all of their agents and servants against all liability which Atlantis and Supplier may incur for any personal injury, death or damage to property caused directly or indirectly, in whole or in part, by any wilful or negligent act or omission on your part. You shall be liable to Atlantis and Supplier for any fines or penalties imposed on Atlantis or Supplier by any authorities for your failure to observe or comply with local governmental laws or regulations, including requirements relating to immigration, customs or excise.

### **Changes to Itinerary or Vacation Details**

In the unlikely event that a major change (involving a change in hotel or ship, departure or return date, departure city or destination) becomes necessary, Atlantis will attempt to notify you as soon as possible. If you find the revised arrangements unacceptable, you will have the option to cancel without charge provided that you notify us in writing within 7 days of your receipt of notice of the change, but not later than the date of departure. In the event of a change, Atlantis will try to substitute comparable services. Cruise ship itineraries are always subject to change without notice and any alterations except to embarkation points shall not be considered a major change.

In the event of strikes, lockouts, stoppages of labor, riots, weather conditions, mechanical difficulties, hostilities, acts of terrorism, civil commotion, or any other reason whatsoever, Supplier has the right to cancel, advance, postpone, or substitute any scheduled itinerary or port of call without prior notice. Neither Supplier nor Atlantis shall be responsible for any failure to adhere to published arrival and departure times for any of its ports of call.

Atlantis reserves the right to (1) cancel the trip at any time prior to departure and refund all monies in full settlement of its obligations, and (2) decline to accept or retain any person as a member of the trip.

## **Cancellation and Transfer Policies**

If a reservation is cancelled or re-booked to a different trip, refunds of the total package price will be subject to a cancellation charge according to the following schedule:

Cancellation Charges					
Days Before Departure	Cruises 1-8 Nights	Cruises Over 8 Nights	Resorts	Tours	
Over 150	No charge	No charge	No charge	\$100	
121-150	No charge	\$500	No charge	\$200	
91 - 120	\$200	30%	No charge	20%	of total package price
61 - 90	40%	40%	40%	40%	of total package price
31 - 60	100%	100%	60%	100%	of total package price
30 or less	100%	100%	100%	100%	of total package price

The departure date as defined above is the actual date you are originally scheduled to depart, regardless of the group departure date.

Traveler substitutions (name changes) are allowed for a charge of \$150, plus any charges imposed by Supplier, including without limitation air carriers. You must notify Atlantis of any such substitution in writing at least 7 days prior to departure. Transferability of airline tickets varies by carrier and shall be your sole responsibility. Atlantis offers and strongly recommends purchasing trip cancellation insurance.

### **Photographic Release**

Atlantis hires photographers and staff who will be producing promotional and publicity pictures and video during your trip. Whether or not signed by you, this Agreement shall be deemed to be an agreement by you, and on behalf of all other persons traveling under this Ticket and hereby to grant Atlantis, its successor, licensees and assigns, all rights of every kind in perpetuity to the use of your photograph or likeness in all forms and media and in all manners, for marketing or any other lawful purposes, without limitations, at Atlantis' sole discretion. You hereby release Atlantis, cruise line and Supplier and their respective employees, principals, representatives, and agents from any liability, loss, expense, damages, or claims arising from distribution, broadcast, sale or use of your likeness or voice. If you do not desire to be part of future marketing materials, you may rescind this release in writing upon arrival or at any time prior to your return from the program. After your return, the right to so rescind shall be forever waived.

### Additional Information

This Agreement and your relationship with Atlantis shall be construed in accordance with the laws of the State of California applicable to contracts made and to be performed entirely within California. You hereby expressly agree that any legal suit, arbitration or proceeding arising out of or relating to this Agreement or your Atlantis trip shall be instituted by either party in the County of Los Angeles, State of California, United States of America and, by the execution and delivery of this Agreement, you expressly waive any objection which you may have now or hereafter to venue or to the jurisdiction of any such suit, arbitration, action or proceeding, and irrevocably submit to the jurisdiction of any such court or body in Los Angeles County, California.

In the event of any action at law or in equity between you and Atlantis arising from or in connection with this Agreement or your Atlantis trip, the prevailing party shall recover attorney fees and other costs incurred in addition to any other relief.

### Authorization

This Agreement constitutes the entire agreement between you and Atlantis pertaining to the subject matter hereof and supersedes any prior or contemporaneous agreements, representations, negotiations or understandings between the parties not herein expressly set forth. Atlantis may assign, convey or transfer its rights under this Agreement without your prior written consent or approval.

Lecrtify that I am at least 18 years of age. I have read the above terms and conditions regarding liability, responsibility, payment schedules, deposit policy, photographic release, and other matters, and agree to the provisions thereof.