

## **URBAN YACHT WEEK PARTICIPANT'S AGREEMENT (TERMS & CONDITIONS)**

Urban Yacht Week (UYW) is non-refundable once purchased. There are no refunds for cancellations, regardless of the reason. The payment of your deposit or any other payment or by attending the sail confirms that you accept and agree to the Urban Yacht Week Participant's Agreement (Terms & Conditions) (the "Agreement").

### **TERMS & CONDITIONS**

This agreement sets forth the terms and conditions under which Black Travel Soiree agrees to provide Urban Yacht Week 2021, in return for your payment of the amounts indicated in your reservation confirmation. These documents contain important limitations on your rights. These are legally binding documents separate from the ticket contract issued. If you make a reservation or payment on behalf of yourself, members of your group, party, or traveling companions, you consent to the agreement on behalf of all members of your group or party and all your traveling companions. This agreement is subject to change by UYW at any time after written notice of the change.

### **2021 UYW CANCELLATION POLICIES**

ALL DEPOSITS AND PAYMENTS ARE NON-REFUNDABLE! There are NO exceptions to our cancellation policies. We do not offer sail credit for cancellations of any kind, and we strongly recommend that you purchase independent travel insurance!

### **CANCELING YOUR URBAN YACHT WEEK RESERVATION**

All cancellation requests must be submitted in writing. If you wish to cancel your reservation, please email [info@urbanyachtweekbvi.com](mailto:info@urbanyachtweekbvi.com) to cancel your reservations.

### **WHAT HAPPENS IF SOMEONE IN YOUR RESERVATION CANCELS?**

As a courtesy, UYW offers guests within the same reservation the ability to split the cost between guests and additionally offers subsequent monthly payment plans depending on when the reservation was created. If a guest with an assigned payment responsibility within the reservation cancels, regardless of the reason, that guest will be responsible for covering his/her entire balance at the time of cancellation. If that guest refuses to pay their outstanding balance, it then falls on the Primary to pay for balance as the whole, come up with an amicable plan with the other remaining members of the cabin to cover the canceled guest's portion

either in full or split the balance owed into the monthly payments for the remaining members of the group.

If you or any of the guests within a reservation find a replacement for the person canceling, we can honor a name change subject to a U.S. \$150 name change fee depending on when the request is made. Once the new guest is added, they can take over the payment responsibility from the previous guest and pick up where they left off; however, we will not refund any previously paid portions to any guests regardless of the reason.

As a primary, if you are in a double occupancy room and your cabin mate cancels, they will be asked to pay their remaining balance or find a replacement at which time either party will cover the 'name change fee' of U.S. \$150. In the event that this guest refuses to pay off their balance, or find a replacement, the responsibility falls on the primary to find the replacement, pay the U.S. \$150 "name change fee," or pay the double occupancy rate and remain in the room as a single occupant. Based on the terms and conditions, Primaries cannot cancel out of the suite.

## **TRAVEL INSURANCE**

It is highly recommended that you purchase travel insurance to protect yourself against financial loss due to non-refundable costs and fees due to unexpected cancellations and travel emergencies. For your convenience, you will be presented with your Travel Insurance options after you've booked your cabin.

In the event of cancellation, you must first contact Urban Yacht Week in writing by sending an email to [info@urbanyachtweekbvi.com](mailto:info@urbanyachtweekbvi.com). Then, you must contact the respective Travel Insurance Company.

## **MONTHLY PAYMENT PLANS**

For passengers who are unable to pay for their sail in full at the time of purchase, we offer, as a courtesy, a payment plan that will divide your payment into monthly installments based on the date of which you book. You will receive a payment schedule which details the payment plan including the automatic monthly installments and the dates on which payments are due.

A non-refundable deposit (based on the number of guests in your suite) is due at the time of booking for each guest as follows: \$250 per person. Your remaining cabin balance will be split into equal monthly payments which will be debited on either the 30th or the 1st day of each month after your initial deposit is paid, with your final balance due no later than July 1st, 2021 for reservations made up until June 1st, 2021.

Monthly payments will be automatically charged to your credit card on file on either the 30th or the 1st day of each month. It is your sole responsibility to know your due dates for payments. Payment reminders will not be sent.

### **ALL PAYMENTS ARE DUE**

The full remaining cabin balance is due from all passengers with prior reservations by July 1st, 2021. To change your credit card number on file, simply log into your UYW account and update your credit card information.

### **LATE PAYMENTS & DECLINED CREDIT CARD FEES**

A late fee of \$35.00 per person will be added to your reservation if your credit card on file is declined or if your payment is not received by your due dates listed on your invoice. If your reservation remains unpaid at any time, UYW reserves the right to cancel your reservation without refund.

### **CHARGEBACKS**

In the event an error was made on your UYW financial statement, we kindly request that you contact [info@urbanyachtweek.com](mailto:info@urbanyachtweek.com) to mediate your claim. Please do not execute a chargeback. Active guests who enter false debit/credit card chargeback claims will be subject to cancellation of the entire reservation without refund and UYW reserves the right to block the guest from sailing on all future UYW charters and/or levy a \$100 chargeback processing fee.

### **NAME & SUITE CHANGE FEES**

The passenger who places a reservation for a suite onboard the Urban Yacht Week will be considered that suite's "Primary Guest" and is the "owner" of the reservation. The Primary Guest is therefore solely responsible for initiating or authorizing changes to the reservation and must agree in writing to any changes made to the reservation, by emailing [info@urbanyachtweekbvi.com](mailto:info@urbanyachtweekbvi.com).

### **NAME CHANGES**

All passenger NAME changes can be made up until 30 days prior to sailing and will be assessed the following administrative fees per name change \$150.00 per person, per change for name changes from the time of booking until June 1st, 2021. No name changes can be made after July 1st, 2021.

The Primary guest is not allowed to change their name within the reservation. At least one "original" and/or Primary guest's name must remain on the reservation. If all original passengers cancel, this is considered a full cancellation without a

refund, and name changes will not be allowed. An original name is one that has been added to your reservation at the time of your initial deposit or payment. In all cases of name changes, the NEW passenger must agree to take over the payments from where the previous guest left off. The Original passenger and the passenger replacing him/her shall be responsible for refunding any amounts which are due to each other. The cost of the name change fee shall, however, be paid directly to UYW. Changing all the passengers' names from one room to another in the form of a downgrade is not permitted. A downgrade is considered a cancellation of your original reservation.

#### **Suite Changes**

Passenger suite upgrades and same sub-category changes can be made up until 30 days prior to sailing (if allowed by the sail line) and will be assessed the following administrative fees per same sub-category change: \$150.00 per person, per change for name changes from the time of booking until June 1st, 2021. \$250.00 per person, per change for name changes made on or after June 2nd, 2021. Your cabin number is subject to change without notice at the discretion of the sail line. No changes of any kind (name or cabin) will be accepted after July 1st, 2021.

#### **SUITE OCCUPANCY CHANGES**

Rates are based on the number of people in your cabin. Changes in occupancy will result in a rate increase, or decrease, depending on the type of change.

#### **PASSPORT & LEGAL DOCUMENTATION**

Caution Regarding Domestic Flights: Starting sometime in 2016, travelers from New York, Minnesota, New Hampshire, Louisiana, and American Samoa may not be able to use their driver's licenses as I.D. to board domestic flights. Therefore, UYW strongly recommends that those travelers carry a passport and use it at TSA security checkpoints. For further information, go to <http://www.dhs.gov/real-id-enforcement-brief>.

Black Travel Soiree("BTS") and UYW strongly recommend that all UYW passengers travel with a passport (valid for at least six months beyond the completion of travel). Having a valid passport will enable you to fly from the U.S. to a foreign port in the event you miss your scheduled embarkation, or to fly back to the U.S. should you need to disembark the ship mid-sail for any reason.

The Western Hemisphere Travel Initiative (WHTI) stipulates the following information with regards to "closed-loop" sails, which are sailings that originate and terminate in the same U.S. Port. Please note that this information could change at any time without notice.

U.S. Citizens taking “closed-loop” sails will be able to enter or depart the country with either a valid U.S. Passport – or – Proof of citizenship, such as an original or certified copy of his or her birth certificate (or a Consular Report of Birth Abroad, or a Certificate of Naturalization), along with government-issued photo identification, such as a State-issued driver’s license. Other acceptable forms of identification include:

- U.S. Passport Cards
- Enhanced Driver’s Licenses
- Trusted Traveler Cards (NEXUS, SENTRI, or FAST)
- Military Identification Cards (for members of the U.S. armed forces on official orders)
- U.S. Merchant Mariner Document (for U.S. citizens on official maritime business)
- Enhanced Tribal Card (where available)

Please note: Baptismal papers and hospital certificates of birth are not acceptable. Voter registration cards or Social Security cards are not considered proof of citizenship.

For more information, a complete list of WHTI-compliant documents or to obtain a passport application, visit [http://travel.state.gov/travel/cbpmc/cbpmc\\_2223.html](http://travel.state.gov/travel/cbpmc/cbpmc_2223.html).

U.S. Alien Residents need a valid Alien Resident Card. Non-U.S. Citizens need a valid passport and a valid, unexpired U.S. Multiple Re-entry Visa, if applicable.

Non-U.S. Citizens: You will need a valid passport and, in some cases, a visa. If you live in the U.S., you will also need the original copy of your Alien Registration Card (ARC or “Green Card”) and any other documentation the countries on your itinerary require due to your alien status.

If you are not a U.S. Citizen, please contact U.S. Immigrations at 1-800-375-5283 to be sure your identification will be satisfactory for both entries into the U.S., and for the sail.

Citizens from the Visa Waiver Program countries will require a machine-readable passport valid for the duration of their voyage.

For more information or to obtain a passport application, visit

[www.travel.state.gov](http://www.travel.state.gov). Passport Services ([www.passportservices.com](http://www.passportservices.com)) can also assist with step-by-step instructions and application assistance. All passengers must present the required documentation at embarkation. Passengers without the required documentation will be denied boarding and no refund will be issued.

Please understand that BTS will strictly enforce this requirement to be in compliance with this important U.S. Government mandate.

UYW and the other Released Parties (as herein defined) assume no responsibility for advising you of immigration requirements. Non-U.S. citizens, including

resident aliens, must contact the appropriate consulates, embassies and/or immigration office(s) to inquire about necessary documentation for the sail's ports of call. Your name, as listed on your travel documents, must exactly match your name as listed on your Sail documents.

It is YOUR responsibility to make sure you have the proper documents to board the ship. UYW is not responsible for denied boarding due to insufficient documents. UYW's cancellation and payment policies supersede that of BTS and any BTS staff information or website payment or cancellation terms are invalid.

### **UYW & BTS AGE POLICY**

**YOU MUST BE AT LEAST 21 YEARS OF AGE TO ATTEND UYW**

### **CANCELLATION OF UYW BY URBAN YACHT WEEK LTD AND/OR BLACK TRAVEL SOIREE**

In the event of strike, lockouts, riots or stoppage of labor from whatever causes, or for any other reason whatsoever beyond the control of UYW or BTS, BTS in its sole discretion may cancel, advance, or postpone any scheduled sailing or call at any port and may (but is not obligated to) substitute another vessel, and neither BTS nor UYW shall be liable for any loss whatsoever to passengers by reason of such cancellation, advancement, postponement, or substitution. Thereupon, UYW shall return to you, if the sail is completely canceled, your cabin fare, prepaid gratuities, sail line transfers, and related taxes and fees, or, if the sail is partially canceled, a proportionate part thereof. Under such circumstances, UYW shall have no further liability for damages or compensation of any kind. Please note that the availability of any refund for travel insurance and/or other travel products (airfare, hotel, car rental), even if purchased in conjunction with the sail, will be determined in accordance with the applicable cancellation policies for such other products or services.

### **RIGHT TO CHANGE ITINERARY**

UYW and/or BTS reserve the right, at any time, to change the sail itinerary whenever advisable or necessary. In this case, UYW and/or BTS will NOT be responsible for any loss or expenses caused by reason of such changes or abandonment. Refunds will NOT be made to passengers who elect not to complete the sail for any reason or cause whatsoever.

### **SAFETY WHILE IN PORTS OF CALL AND ONBOARD**

You assume sole responsibility for your own safety onboard and in any port of call. UYW does not guarantee your safety at any time. You may find information about

the scheduled ports of call through the U.S. Department of State, Centers for Disease Control and Prevention and other governmental and tourist organizations. UYW and the other Released Parties assume no responsibility for gathering and/or disseminating any such information. You acknowledge that all shore excursions and tours, however, conducted, airline flights and ground transportation, and any ship physician, nurse and onboard concessions (including, without limitation, gift shops, spa, beauty salon, fitness center, golf and art programs, and video/snorkel concession) are operated by independent contractors. UYW neither supervises nor controls their actions, nor makes any representation, whether express or implied, as to their suitability. These services are provided only as a convenience for you, and you are free to use or not use them. You agree that UYW assumes no responsibility, does not guarantee performance and in no event, shall be liable for any negligent or intentional acts or omissions, loss, damage, injury or delay to you and/or your property in connection with these services. You use them at your own risk.

## **INOCULATION & HEALTH**

All passengers must ensure that they are medically and physically fit for travel. The Centers for Disease Control (CDC) and the World Health Organization (WHO) provide guidelines as to which vaccinations are required in each country. In many cases, inoculations are recommended, but in some circumstances, they are required. We recommend that you check with your health care professional or a Travel Medicine Specialist certified by the WHO for guidance. Other informational resources can be accessed at the Center for Disease Control and Prevention's Traveler's Health website or toll-free at 1-877-FYI-TRIP, and the World Health Organization website.

## **REFUSAL OF PASSAGE**

UYW acts only as a sales and marketing agent for the purpose of booking travel arrangements on BTS and various airlines. UYW expressly disclaims any responsibility for personal injury, property damage, loss, delay, inconvenience, or other matters due to negligence, wrongful acts, errors or omissions on the part of any third party, or any supplier of services of goods or of agents selected by you or your travel agent. Participation on the Sail may be denied to any person who, in UYW's or BTS's sole discretion: (1) is or becomes in such a condition as to be unfit to travel; (2) is dangerous or obnoxious to others, or (3) is inadmissible under the laws of any country of debarkation. In addition, UYW and [BTS] reserve the right to refuse passage, disembark or confine to a suite any person whose physical or mental condition or behavior they consider, in their sole discretion, to constitute

a risk to the person's own well-being or that of any other person. UYW shall have no liability to any such person or any third party arising out of any such decision. Any costs resulting from UYW's and/or [BTS]'s decision, including, without limitation, costs of lodging and transportation, shall be the responsibility solely of the person.

## **DECISIONS OF BTS**

You will receive BTS Standard Contract of Passage Terms and Conditions (the "BTS PASSENGER CONTRACT") (link is in the website) via your online check-in, the terms of which you agree to by sailing on the sail. The BTS Contract constitutes your agreement with BTS. The BTS Contract provides that BTS may exercise its rights in a variety of matters, including, without limitation: Its right to alter the ship's course, ports of call, and itinerary, activity and shore excursions, for reasons set forth therein. UYW shall not be liable to you or any third party for any claim or cause of action arising, directly or indirectly, in whole or in part, out of BTS's exercise of any of its rights as provided in the BTS Terms. Without limiting the foregoing, the Released Parties such as UYW shall not be liable to any Sail passenger for a full or partial refund of any Sail fare, or for any lodging or transportation expenses, as a result of BTS's exercise of its contractual rights. Please review the contract [here](#).

## **LUGGAGE**

Each passenger may bring onboard a reasonable amount of baggage. All luggage must be stored in the passengers' suite. Pets, dangerous or illegal items such as weapons, explosives, combustible substances, non-prescription controlled substances, or illegal drugs may not be brought on board the yacht. Any such items shall be surrendered to security at embarkation and may be disposed of at the sole discretion of [BTS]. All luggage, hand-carried or checked, and your person are subject to security inspections that may involve physical search. Please be sure each piece of luggage is locked and has a tag listing your name. [BTS] and UYW assume no responsibility for carry-on luggage. Any luggage left at the airport will be forwarded at the passenger's expense. Claims for luggage loss or damage must be made in writing to debarkation personnel prior to leaving the pier area.

## **PHOTOGRAPHY/VIDEO RELEASE**

Video or audio recording, filming, or photographs may occur onboard the UYW, which may be owned, licensed, assigned or distributed nationwide and worldwide by UYW, their affiliates and assignees. You hereby allow, waive and authorize UYW, its affiliates, and assignees the right to use your likeness in any manner



whatsoever. You will not receive any compensation for such use and waive any right to bring any action in law or equity against UYW, their affiliates and assignees for such use.

### **ZERO TOLERANCE DRUG POLICY**

UYW and BTS, have a zero-tolerance policy regarding the use, possession, purchase or distribution of illegal controlled substances. Any violation of this policy will result in disembarkation from the vessel as well as the individuals being turned over to the local law enforcement officials for appropriate legal action. In such a case, UYW and BTS shall not be liable for any refund or other compensation or damages.

### **ZERO TOLERANCE THREATS & VIOLENCE**

UYW and BTS, have a zero-tolerance policy regarding threats and violence including verbal or physical threats such as physical actions short of actual contact or injury (moving aggressively into another's personal space), general oral or written threats to people or property and implied threats, violent behavior including any physical assault, with or without weapons; behavior that a reasonable person would interpret as being potentially violent (throwing things, pounding one's fist on a desk or door, or destroying property), or specific threats to inflict physical harm. Threats, threatening behavior or acts of violence against Passengers including Ship staff will not be tolerated. Violations of this policy will lead to cancellation of your reservation, immediate disembarkation, arrest and/or criminal prosecution as appropriate. In such cases, UYW and BTS shall not be liable for any refund or other compensation or damages.

### **ZERO TOLERANCE DISCRIMINATION AND SEXUAL HARASSMENT**

UYW and BTS have a zero-tolerance policy regarding discrimination and sexual harassment. Unlawful discrimination occurs when an individual's protected characteristic is used as a basis for adverse decisions affecting that individual. Prohibited discrimination includes, but is not limited to sexual harassment and sexual violence. Discrimination encompasses a wide range of conduct including all forms of unwelcome verbal, physical and visual conduct and displays that are based on any of the above mentioned protected characteristics and which interfere with performance and/or create an offensive or hostile environment. Following are some examples that may constitute harassment:

(a) Verbal harassment such as jokes, epithets, slurs and unwelcome remarks about an individual's body, dress, clothing, race, orientation, physical appearance or

abilities, derogatory comments, discussions of a sexual nature and/or harassing remarks;

(b) Physical harassment such as physical interference with normal activity, impeding or blocking movement, assault, unwelcome physical contact or touching, staring at a person's body, and threatening, intimidating or hostile acts that relate to a protected characteristic; and

(c) Visual harassment such as offensive or obscene emails, instant messaging, web blogs, photographs, calendars, posters, cards, cartoons, drawings and gestures, displays with sexually suggestive or lewd objects, unwelcome letters or notes or any other graphic material that denigrates or shows hostility or aversion toward an individual because of the individual's protected characteristics.

Discrimination, sexual harassment or violence against Passengers including Ship staff will not be tolerated. Violations of this policy will lead to cancellation of your reservation, immediate disembarkation, arrest and/or criminal prosecution as appropriate. In such cases, UYW and BTS shall not be liable for any refund or other compensation or damages.

### **BTS SMOKING POLICY & DESIGNATED SMOKING AREAS**

Clearly marked "Designated Smoking Areas" are available onboard and include a sufficient number of ashtrays that are emptied regularly. As a safety precaution, passengers are reminded to properly dispose of cigarettes, cigars and pipe tobacco, which are never to be thrown overboard as this may be sucked back into the ship and cause fires.

### **SUITE SMOKING POLICY UPDATE**

Smoking is prohibited in passenger suites and on balconies. As balconies are a hallmark of BTS, they believe it is important to keep this peaceful space clear of smoke. Violations to this policy will result in a \$250 fine for each occurrence, which will be charged to the passenger's sail & sign account. Keeping with the global trend toward more restrictive smoking policies and honoring the wishes of our passengers, we feel this change will enhance our onboard experience and do more to help our passengers escape completely.

### **UNLIMITED BEVERAGE EXPERIENCE PLAN**

ALL 2021 CABIN PRICES WILL INCLUDE THE COST OF UNLIMITED ALCOHOLIC AND NON-ALCOHOLIC BEVERAGES. Guests can choose from a list of unlimited cocktails, beer, wine, non-alcoholic beverages, premium coffee, tea and bottled water (still/sparkling).

## **ELECTRONIC CIGARETTES**

The use of electronic cigarettes is allowed within the confines of the passenger's suite (balcony not included) and within designated smoking areas only.

## **VENDING**

Unless you are an approved UYW sponsor, NO VENDING OF ANY KIND IS ALLOWED during the sail. For information on sponsoring, please email [info@urbanyachtweek.com](mailto:info@urbanyachtweek.com). Please do not make t-shirts, hats, posters, jewelry or anything else to sell while enjoying UYW. Anyone found in violation of this policy will have his or her unauthorized merchandise confiscated. This policy will be strictly enforced.

## **MEDICAL CARE**

You assume all risks associated with travel and transportation on the sail. While at sea or in port, the availability of medical care may be limited and/or delayed. You acknowledge that all or part of the sail may be in areas where medical care and/or evacuation may not be available. You agree to fully indemnify and reimburse UYW and/or BTS in the event that either party, in its sole discretion, advances to you the cost of emergency medical care, including medical evacuation and/or medical care provided ashore, as well as transportation and/or lodging in connection therewith. UYW shall have no responsibility to advance any such costs. We highly recommend the purchase of travel insurance to cover any unforeseen and unexpected medical expenses.

## **ROOMMATES**

Your decision to accept a roommate for the sail is at your own risk. UYW is not responsible or liable in respect of any and all claims or causes of action arising out of or in connection with the assignment of a roommate for the sail, including, without limitation, any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from such assignment. Please note that if you choose a "Female Share" & you are male or vice versa, UYW will remove you from that room and UYW further reserves the right to cancel the reservation in the event we have no available shares to place you in.

## **"GHOST RIDER" TICKETS**

The sale of "Ghost Rider" tickets is strictly prohibited by UYW. If you or a friend is in need of a roommate, you must contact UYW, and all transactions and payments must be handled directly with UYW.

## **RESPONSIBILITY AND LIMITATION OF LIABILITY**

Under these terms and conditions, liability to passengers for damage to or theft of luggage, personal property, delay, and circumstances on board your sail ship or elsewhere is limited. By booking UYW, you (the passenger) agree to release and hold harmless UYW, from and against any claim or cause of action arising out of or in connection with your travel on and participation in the sail, including, but not limited to: (1) injury, death or delay of passengers, or loss, damage or delay of or to passengers' baggage or other property, which may be caused, directly or indirectly, in whole or in part, from participation in the sail, including, without limitation, passenger's use of or participation in any shore excursion, on board concession or athletic or recreational activity; (2) your request for or selection of a roommate for the sail; (3) emotional distress, mental suffering or anguish or psychological injury of any kind under any circumstances; (4) any change in scheduled Sail events and/or celebrity appearances; (5) BTS's exercise of its contractual rights; or (6) or (if you are entering into this agreement on behalf of yourself and your, group, party, or traveling companions) any claim arising out of their assertion that you were not authorized to agree on their behalf. You further agree that UYW shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by UYW, nor for any intentional or negligent acts of UYW's employees committed while off duty or outside the course and scope of their employment. In the event that a court of competent jurisdiction holds any of the foregoing to be unenforceable, then UYW's liability shall be limited to the maximum extent permitted by law. You will find onboard your sail ship, independent concessionaires which operate shops, photography, gaming, etc. UYW accepts no responsibility whatsoever for the actions of these independent concessionaires arising from your dealing with them. You must contact and deal or interact with them directly. It is understood and acknowledged that UYW is an outside, independent promoter and does not operate the vessel controlled and owned by BTS. In consideration of participating and attending UYW, you voluntarily assume all risks while onboard the vessel and release UYW of and from any and all liability, actions, causes of action, suits, injury or death, loss or damage of property, claims, attorney's fees and demands whatsoever that may be sustained by you while onboard the vessel. This release shall be binding upon you, and your heirs, next of kin, executors and personal representatives. Your decision to purchase and pay a deposit for this sail program constitutes your acknowledgment of and consent to all of the terms and conditions of the brochure and website, including the limitations of liability described in it.

If notwithstanding the above, UYW is found liable for any loss or damage relating to your participation in the sail, the passenger agrees that such liability shall not exceed the amount paid by the passenger for his/her Sail ticket.

## **DISPUTES, CHOICE OF LAW & JURISDICTION**

Any dispute or difference arising out of or in connection with this agreement, including any question regarding its existence, construction, interpretation, validity, enforcement or termination, shall be governed and construed exclusively in accordance with the procedural and substantive laws of Maryland without reference to conflicts of law, and the Parties agree to submit any and all disputes, claims and causes of action arising out of or connected with this Agreement and/or the Sail to a private and confidential arbitration (by a sole arbitrator) in Maryland pursuant to the 2018 Maryland Code. Such reference shall be made to the exclusion of any other court, venue or jurisdiction. You agree to waive any venue or other objection that you may have to any such action or proceeding being brought in Maryland. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with the sail, but in no event attorneys' fees; and you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages. You agree to present any claims against UYW within 30 days after the sail ends and to file within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. For the avoidance of doubt, the Passenger shall not initiate or be part of a class-action lawsuit or legal proceedings against UYW.

## **NO THIRD PARTY RIGHTS**

The parties agree that the terms of this agreement are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 2016.

## **CONFIDENTIALITY**

The Parties agree to keep the terms of this agreement strictly confidential, including but not limited to the amount paid by the passenger in consideration for this agreement, except as may be required by any law, regulation, or legal, judicial, or administrative process or proceeding.

## **FURTHERMORE**

All trademarks are the exclusive property of their respective owners. The information contained on this page and in other pages and material relating to the sail, including any information regarding celebrity participation and programmed

events, is subject to change at any time after notice. The details shown are for informational purposes only. The Released Parties are not responsible for any errors, changes and/or omissions resulting in pricing, inventory or content discrepancies. Passenger acknowledges and confirms that any travel agent utilized by Passenger in connection with the issuance of this ticket is, for all purposes, passenger's agent and the Released Parties shall not be liable for any representation made by said travel agent. Passengers shall at all times remain liable to UYW for the price of passage.

In addition to the restrictions and exemptions from liability provided in this Agreement, UYW shall have the full benefit of any applicable laws providing for limitation and exoneration from liability, and nothing in contained herein is intended to operate to limit or deprive UYW of any such statutory limitation of or exoneration from liability. Without limiting the foregoing, UYW claim benefit of all restrictions, exemptions and limitations of the "Convention Relating to the Carriage of Passengers and Their Luggage by Sea" of 1974 as well as the Protocol to the "Convention Relating to the Carriage of Passengers and Their Luggage by Sea" of 1976 ("Athens Convention"), which limits liability for the death of or personal injury to a passenger to no more than the applicable amount of Special Drawing Rights as defined therein, and all other limits on damage or loss to personal property.

This agreement contains the entire agreement between UYW and the Passenger and supersede any other agreements, written or oral, relating to the subject matter herein. Any waiver of any provision must be made in writing and signed by an authorized representative of UYW. If any portion shall be determined to be invalid, then said portion shall be deemed severed from the Contract in such jurisdiction only and all remaining portions shall remain in full force and effect.