

Mariposa Cruises
TERMS & CONDITIONS OF CARRIAGE

This agreement or ticket is issued subject to these terms, which the passenger acknowledges having read and understood, and agrees to be bound by them.

For the purposes of these terms and conditions:

- (a.) The Carrier is **Mariposa Cruise Line Ltd.**, the ship, her officers, crew managers and other employees or servants of **Mariposa Cruise Line Ltd. or the ship.**
- (b.) 'Carriage' means all times during which the Carrier legally owes a duty of care to passengers to take reasonable steps to ensure their safety and without limiting the generality of the foregoing, includes the period during which the passenger and/or his cabin luggage are on board the ship or in the course of embarkation or disembarkation, and the period during which the passenger and his cabin luggage are transported by water from land to the ship or vice-versa;
- (c.) "Passenger" shall mean any person carried in or on a ship operated by the Carrier, whether or not that person has paid for a contract of carriage.
- (d.) Unit of Account is the special drawing right as defined by the International Monetary Fund and which varies from time to time. (The currency value approximately C\$1.91 as of Jan. 1, 2016).

SAFETY

1. Passengers shall at all times follow and carry out all lawful directions of the Master and/or crewmembers of the vessel, particularly in relation to (but not limited to) personal safety of themselves, crew or other passengers.
2. Passengers are required to be seated when advised or requested to do so by the Master or any crewmember, for any reason.
3. Passengers are required at all times to take all reasonable precautions for their own safety and the safety of any person in their care (particularly children). This includes (but is not limited to) using hand and guard rails at all times as provided around the vessel, appropriately restraining children and ensuring that children are accompanied by a responsible adult at all times and paying attention to the safety briefing given by crewmembers at the commencement of voyage.
4. Passengers are advised and required to take particular care in conditions of inclement, rough or heavy weather or as advised by the crew.
5. Neither the carrier, the vessel nor any crewmember shall be held responsible for any loss or damage (including personal injury) suffered by any person, as a result of breach of that person's safety obligations (as detailed in paragraphs 1, 2, 3 and 4 above), or their failure to utilize all safety devices and precautions as provided and/or advised on board the vessel, or caused by any passenger acting in an unreasonable, unnecessary or unsafe manner.

LIMITATION OF LIABILITY

Liability of the Carrier

6. The terms and provisions of the *Marine Liability Act* all schedules thereto (specifically including, but not limited to, the *Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974* as amended) shall apply to this contract.
7. The Carrier shall be liable for the damage suffered as a result of the death of or personal injury to a passenger and the loss of or damage to luggage if:
 - a) the incident which caused the damage so suffered occurred in the course of the carriage; and.
 - b) was due to the fault or neglect of the Carrier or of his servants or agents acting within the scope of their employment.
8. The burden of proving that the incident which caused the loss or damage occurred in the course of the carriage, and the extent of the loss or damage, shall lie with the claimant.

Contributory Fault

9. If the death of or personal injury to a passenger was contributed to by the fault or neglect of the passenger, the Carrier will not be liable for such proportion of the damages for death or personal injury, or the loss or damage to luggage, as may be attributable to the fault or neglect of the passenger.

Limit of Liability for Death or Personal Injury

10. The liability of the carrier for the death of or personal injury to a passenger shall in no case exceed 175,000 Units of Account per carriage. The liability of the carrier for the loss or damage to a luggage, personal effects or property shall in no case exceed 1,800 Units of Account per carriage.

Defences and Limits for Carriers' Servants

11. If an action is brought against a servant or agent of the carrier arising out of damage covered by this contract, such servant or agent, if he proves that he acted within the scope of his employment, shall be entitled to avail himself of the defences and limits of liability which the carrier or the performing carrier is entitled to invoke under this contract or which otherwise may be available under the *Marine Liability Act*.

JURISDICTION

12. If any term of this contract is found to be invalid or unenforceable, it shall be entirely severable from the remainder of the contract, and all other terms of this contract shall continue in full force and effect for all other purposes.
13. These terms of carriage shall be construed and interpreted according to the laws of Canada. The Federal Court of Canada shall have exclusive jurisdiction over any claim, dispute or other matter arising out of this contract or the carriage of passengers.