



AMERICAN QUEEN
VOYAGES™

ESSENTIAL TRAVEL GUIDE

OCEAN VOYAGER™ AND OCEAN NAVIGATOR™



— WELCOME —

American Queen Voyages is proud to welcome you aboard for an elegant voyage on one of our fabulous itineraries cruising throughout the Great Lakes, Southeast U.S.A, and the Yucatán Peninsula.

We've gathered some important information to help you prepare for your trip.

Bon voyage!



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TRAVEL DOCUMENTS

Please remember to bring your required travel documents, including your cruise confirmation, airline tickets and passport. It is your responsibility to bring all relevant documentation for your trip.

A passport that is valid for at least six (6) months after your return date is required on your cruise. Please ensure that you have at least two (2) blank pages for entry stamps, not including the amendment and endorsement pages.

It is customary for the purser to retain all passports for clearance with local Customs and Immigration authorities. Accordingly, your passport will be collected prior to or upon embarkation, and returned during disembarkation. It will be given to you upon request should you need it at a port of call, and it must be returned to the purser upon your reboarding the ship.

Citizens from the United States and Canada do not need visas for countries visited. Other nationalities should consult their local embassies or consulates for the most up-to-date information on visa requirements.

We recommend making copies of important documents, including your passport and visa, and keeping them in a separate place in case the originals are lost or stolen.

EMBARKATION

Embarkation is scheduled between 3 pm and 5 pm, with ship schedules varying depending on sailing date. Per U.S. Customs and Border Protection directive, all guests are required to be onboard at least 60 minutes prior to departure. For departure in non-U.S. ports, guests are required to be onboard at least 90 minutes prior to departure.

DISEMBARKATION

Disembarkation typically starts at 8 am, and ends at 9 am. Passengers may disembark after the respective government have been completed. We recommend scheduling departing flights after noon on disembarkation day.

MEDICAL ISSUES

Your health and safety are our top priority at American Queen Voyages. If you have an existing medical condition or dietary requirements that may require our attention, please include those details on the Passenger Information Form. You may also advise your travel agent or contact American Queen Voyages directly at 888.749.5280 so the ship can be informed accordingly.

It is vital that you bring a sufficient supply of prescription medication for the entire cruise. Prescriptions cannot be refilled onboard the ship. If you have a specific medical or physical limitation, please advise our Reservations personnel by calling the toll-free number below so that we may better anticipate your needs.

Guests who rely on the use of a wheelchair must bring their own collapsible wheelchair. If you have questions, please call your travel agent, group leader or our Reservations Department at 888.749.5280

PACKING TIPS AND ATTIRE

It is imperative that your luggage be clearly identified with American Queen Voyages luggage tags. Baggage taken onto the vessel is limited to two pieces per guest at a maximum weight of 50 pounds each. Please check with your air carrier regarding checked baggage requirements and restrictions. Your luggage and all personal belongings are solely your responsibility throughout the trip.

Shipboard attire is country-club casual. There are no formal nights onboard. Shorts are not permitted in the dining room for dinner. We recommend dressing in layers, because the weather can vary depending on season. We recommend wearing comfortable shoes (flat or low-heeled). Casual attire is appropriate for onshore activities and shore excursions. For safety reasons, wearing flip-flops on board is not recommended.

Please note that there is no boutique/gift shop onboard the *Ocean Voyager* or *Ocean Navigator*. Complimentary bath amenities include soap, shampoo, conditioner and body lotion. Hair dryers are provided in each cabin. Please be sure to pack all necessary toiletries for your voyage.

COMMUNICATION SERVICES

Internet/Wi-Fi are complimentary on the *Ocean Voyager* and *Ocean Navigator*. Due to limitations with satellite bandwidth, Internet access is best used for quick email communication. Certain websites will be restricted due to limited bandwidth. We recommend that guests download music, videos or books prior to embarkation. Please utilize Internet on land to upload photographs and larger email files. We provide Internet access to only one device per person. This will help make your Internet usage more pleasurable while onboard.

Direct-dial phones with outside lines are available in suites/staterooms, but calls from those phones are not included in your cruise cost. Please be aware that phone calls might be more expensive because direct-dial phone service is provided by satellite.

Cell phones are permitted onboard the ship, however, international roaming charges can be expensive. You may wish to contact your local carrier to determine

the charges and plans available for each country you are visiting, then select the best available plan for your expected usage. While cell phone service is typically available throughout our itineraries, please be aware that in certain areas, service might be extremely limited, and at times may not be available.

Should you choose to bring a cell phone on your trip, please refrain from conducting conversations while on shore excursions or during lectures and movies.

CURRENCY

The official currency on board our vessels is the U.S. dollar. During the cruise, we operate on a cashless system, with all purchases billed to your onboard account. At the end of the cruise, accounts may be settled in cash (U.S. dollars) or by Visa, MasterCard or Discover Card. *Ocean Voyager* and *Ocean Navigator* will be making calls in the United States and Canada during each cruise. Passengers will need U.S. dollars and Canadian currency for any purchases ashore. Automated Teller Machines (ATMs) and banks are readily available in most ports. The ship does not have an ATM on board.

GRATUITIES

Onboard gratuities for the shipboard staff and crew are billed at \$17.50 per person, per day, and are automatically added to your onboard account for your convenience. If at any time you wish to discuss issues or commend and reward outstanding service, please stop by the reception desk and ask to speak with the hotel manager. Beyond the free-flowing house drinks, a 15% Beverage Service Charge is automatically added to premium bar charges and dining room premium beverage purchases. These charges are paid entirely to American Queen Voyages crew members.

In ports of call and on shore excursions, we suggest that you extend gratuities consistent with customary local practices.

ONBOARD DINING

In the main restaurant, enjoy a sumptuous seated breakfast, lunch and dinner daily in a casual and comfortable environment.

Our bar-and-grill-style restaurants offer alternate light breakfast and lunch options. Enjoy afternoon tea with cakes, cookies, sandwiches and coffee. In the evening, enjoy a late-night snack in the lounge. Complimentary free-flowing beverages such as coffee, tea, filtered water, soft drinks, beer, wine and (house-brand) spirits are available throughout your cruise. Please note that for environmental reasons, we do not provide small bottles of water. During our daily cocktail hour, before dinner, we will feature cold canapés and bar snacks. Vegetarian options are always available. Please advise our Reservations Department of special dietary needs. We will do our best to ensure that your request is accommodated, but cannot guarantee that all dietary needs and preferences can be met.

SAFETY PRECAUTIONS AND PROCEDURES

The ship will hold a mandatory safety drill, which is normally scheduled to take place prior to departure from the port of embarkation. Participation by all guests is required. Emergency information can be found in your stateroom/suite.

SMOKING

Smoking is not permitted in staterooms, on decks outside the staterooms, on Deck 4 or on the terraces of the Owner's Suites. Smoking is permitted only in the designated outside smoking area on Deck 5 aft. We ask everyone to refrain from smoking while on shore excursions.

ELECTRICAL CURRENT

The electrical system onboard is 110v/60Hz (U.S. current, plug type B). Note that in the back of your cabin alarm clock, there is a USB charging port for your electronics.

ELEVATOR ACCESS

The elevator on board the ship serves Decks 1 to 4; the elevator does not reach the Sun Deck/ Observation Lounge.

ENTERTAINMENT

Entertainment is provided nightly in the main lounge.

EDUCATIONAL TALKS AND ENRICHMENT

We have selected only the most interesting and engaging speakers to enhance your cruise experience. They share information on such topics as marine life, naval history and geology during our cruises.

PHYSICAL REQUIREMENTS

Periodically during our cruises, we will stop at ports at which a tender operation is necessary. During those times, guests must be able to step into and out of a tender boat to get ashore. Additionally, some shore excursions are walking tours only.

At its sole discretion, American Queen Voyages reserves the right to refuse passage or to require a current passenger to end his or her trip if the passenger's state of health or physical condition may affect his or her own health, safety and enjoyment or those of other passengers.

ADDITIONAL INFORMATION

If you would like to receive more information before your cruise, please call 888.907.2636. If you have any questions, please contact your travel professional or one of our cruise advisors.



PASSENGER TICKET CONTRACT

TERMS AND CONDITIONS OF CONTRACT OF CARRIAGE

IMPORTANT NOTICE: THESE ARE THE TERMS AND CONDITIONS OF THE LEGALLY BINDING CONTRACT BETWEEN YOU AS OUR GUEST AND AMERICAN QUEEN STEAMBOAT OPERATING COMPANY, LLC, AND VICTORY OPERATING COMPANY, LLC, D/B/A AMERICAN QUEEN VOYAGES. THIS TICKET CONTRACT CONTAINS SUBSTANTIAL PENALTIES FOR CANCELLATION, AS WELL AS CERTAIN LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS CONCERNING OUR LIABILITY FOR YOUR DEATH, ILLNESS OR INJURY, AS WELL AS LIMITATIONS CONCERNING DAMAGE CLAIMS RELATING TO BAGGAGE AND PERSONAL PROPERTY. PLEASE READ ALL OF THESE TERMS AND CONDITIONS CAREFULLY, PAYING PARTICULAR ATTENTION TO SECTIONS 10, 17 AND 29. BY SENDING PAYMENT TO CARRIER, BOARDING THE VESSEL, OR PARTICIPATING IN A CRUISE TOUR YOU AGREE TO ACCEPT AND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS WHICH FOLLOW, INCLUDING SPECIFICALLY THOSE REGARDING YOUR RIGHTS TO SUE, GOVERNING LAW, FORUM AND JURISDICTION. VACATION PROTECTION INSURANCE COVERAGE IS STRONGLY RECOMMENDED. THANK YOU FOR TAKING THE TIME TO FAMILIARIZE YOURSELF WITH THESE TERMS AND CONDITIONS.

1. DEFINITIONS

- a. The words "You," "Your" and "Guest" mean all persons, including minors, traveling under this Ticket Contract and each person's heirs and personal representatives. Your acceptance of this Ticket Contract represents Your acknowledgment and acceptance of these Terms and Conditions for You and for all other persons traveling under this Ticket Contract, all of whom accept and agree to all the conditions of carriage either written here or which We may separately notify You of in writing.
- b. The words "We," "Us," "Our" and "Carrier" mean American Queen Steamboat Operating Company, LLC, and Victory Operating Company, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, whose principal offices are as shown at the end of this Ticket Contract and which also include its parent, subsidiaries and affiliates (including SEA Operating Company, LLC), as Well as the Charterer, Operator, Manager, Independent Contractors (including caterers, service providers and concessionaires) and their respective Agents, Servants and Employees and the Vessel itself.
- c. The word "Vessel" means the vessel chartered, operated, or provided by Us as the Carrier on which You, as Our Guest, will be traveling.
- d. The word "Master" means the Captain of the Vessel or any person who acts under his authority.
- e. The term "Cruise" means all water transportation aboard the Vessel and the Vessel's tenders which We agree to provide You pursuant to this Ticket Contract. The term "Cruise Fare" means the total amount paid, excluding Prepaid Charges, in exchange for the Cruise.
- f. The term "Cruise Tour" means those additional facilities and services added to the Cruise, including but not limited to pre- or post-Cruise packages, shore excursions, Tours, shoreside activities, water transportation, air transportation, hotel

accommodations and ground transportation. The term "Cruise Tour Fare" means the total amount paid for the Cruise Tour, excluding Optional Facilities and Services Fees and personal charges.

g. The term "Prepaid Charges" means that separate amount paid by You to cover the cost of all governmental and quasi-governmental fees, taxes and charges, as Well as ground handling fees and transfer costs and other tariffs, air fuel and fuel surcharges, security and handling fees and administrative and other fees and expenses of a similar nature concerning the specific itinerary of Your Cruise or Cruise Tour. Any increase or decrease in any component of Prepaid Charges may be made the subject of adjustment, in Our discretion.

h. The term "Suite Baggage" means all baggage allowed aboard the Vessel and placed in Your suite according to these terms and conditions. "Other Baggage" means any of Your baggage or other personal property which has been stored at Your request in the Vessel's baggage room, holds or safe against a receipt.

i. The term "Optional Facilities and Services Fees" means all fees and charges which You voluntarily incur for items which may include, but are not limited to, vacation protection insurance coverage, shore excursions, spa treatments and prepaid gratuities and other optional purchases of products and/or services aboard the Vessel, which are considered earned as those facilities and services are provided either by Us as the Carrier or by third-party providers.

2. IDENTIFICATION

Your name and the names of all Guests in Your party, the name of the Vessel, the sailing date, Your accommodations, Your total Cruise fare or Cruise Tour Fare and all scheduled ports, including embarkation and final destination are as specified on this Ticket Contract.

3. CRUISE FARE AND CRUISE TOUR FARE; TRAVEL AGENT

We acknowledge receipt of payment by You of the total Cruise Fare or Cruise Tour Fare, and We agree to transport You from the scheduled port of embarkation to the scheduled port of final destination according to all of the terms, conditions, limitation and exceptions contained in this Ticket Contract. The Cruise Fare paid by You covers all normal onboard services and meals (except where a cover charge may be imposed in certain restaurants), accommodations and facilities. Optional Facilities and Services provided by independent contractors and third-party providers may be added to the Cruise Fare by agreement in order to constitute a total Cruise Tour Fare, subject to all of the terms and conditions of this Ticket Contract regarding Our liability. Fares listed, quoted, advertised or booked in error, fuel supplements, government taxes, other surcharges and changes to deposit, payment and cancellation terms/conditions are subject to change without notice. In the event that a Cruise fare listed, quoted or advertised through any Website, the Carrier's sales or reservations person, travel agent or any other source is booked but is incorrect due to an electronic error, typographical error, human error or any other error causing the fare to be listed, quoted or advertised for an amount not intended by Carrier, Carrier reserves the right to correct the erroneous fare by requesting the Guest to pay the correct fare intended, or by canceling the Cruise in exchange for a full refund, but in no event shall Carrier be obligated to honor any such booking resulting from the error or otherwise be liable in such circumstances.

Should You book a Cruise or Cruise Tour through a travel agent, You acknowledge that Your travel agent acts solely as Your agent and not as an agent for Us. We are not responsible for any representation or covenant that Your travel agent makes to You regarding the Cruise, Cruise Tour or any other services offered by Us. Receipt by Your travel agent of this ticket contract or any other communications, notices, or information from Us shall constitute receipt by You. Additionally, We shall not be responsible for the financial condition or integrity of Your travel agent and You remain liable for the monies due to Us should Your travel agent fail to remit them on Your behalf. Should Your travel agent make any payment to Us on Your behalf, any refund of that payment owed in accordance with this ticket contract will be refunded back to the travel agent and Our obligation to You for such refund shall be fully satisfied.

4. CARRIER'S DISCRETION

As the Carrier, We reserve the right at any time, without notice, to cancel any Cruise or Cruise Tour, to change or postpone the date or time of sailing or arrival, to change the port of embarkation or final destination, to shorten the Cruise or substitute the Vessel or to change or substitute any component of the Cruise Tour, including but not limited to aircraft, other transportation or any hotel at which You are scheduled to stay. If We are required to do any of those things, We will be responsible to You as follows:

- a. If We cancel the Cruise or Cruise Tour before it has started, We will refund the Cruise Fare or Cruise Tour Fare that We have actually received (less any air or accommodation charges incurred).
- b. If the scheduled sailing date or time is delayed and as a result of that delay, You are not otherwise accommodated on board the Vessel, We may arrange hotel accommodations and food at no additional expense to You for the duration of the delay.
- c. If the scheduled port of embarkation or final destination is changed, We will arrange transportation to the new port from the originally scheduled port.
- d. If the Cruise is shortened or terminated, We will, at Our option, either make a proportionate refund of the Cruise Fare and Cruise Tour Fare or We will transfer You to another vessel or the port of final destination by other means. If the scheduled length of the Cruise is increased, You will have no responsibility for the cost of the additional Cruise fare, and We will have no responsibility to pay or compensate You in any manner, including any direct or consequential damages. In either of the above circumstances, Our responsibility ends once We return You to the point of destination as booked and ticketed by Us.

If any component of Your Cruise Tour, such as the hotel at which You are scheduled to stay, is changed or substituted, We will Use reasonable efforts to obtain a substitute for such component that is substantially equivalent therefore, but shall have no liability to You in connection with such substitution or change.

5. THIS TICKET IS NON-TRANSFERABLE

This Ticket Contract is not transferable or assignable by You, and is valid only on the Vessel and for the Cruise or Cruise Tour booked by You. Please refer to Your Confirmation for payment terms. No reservations will be issued on a binding basis unless We, as the Carrier, or Our representative receive the required payments. We reserve all rights concerning the pricing and payment of all Cruise Fares and/or Cruise Tour Fares. Travel agents and all other agents are declared to be solely Your agents for the purposes of this Ticket Contract, and all further documents concerning the Cruise and/or Cruise Tour. Cruise Fares and/or Cruise Tour Fares together with Prepaid Charges and Optional Facilities and Service Fees incurred are agreed as fully earned and otherwise paid at the scheduled sailing or departure date, respectively, and will not be refunded in whole or in part except as otherwise noted in this Ticket Contract. Certain changes to Your reservations may constitute a cancellation, and are therefore subject to cancellation charges as outlined in Clause 6 of this Ticket Contract.

6. CANCELLATION POLICY

When We receive a written notice of cancellation from You addressed to Us at Our principal offices (collectively "cancellations"), both parties agree to the following provisions.

- a. In the event of cancellations actually received by Us one hundred twenty-one (121) days or more prior to sailing date, a refund of all amounts already paid to Us will be made less a \$250-per-person administrative fee.
- b. In the event of cancellations actually received by Us on or between ninety-one (91) days and one hundred twenty (120) days prior to sailing date, a refund of all amounts already paid to Us will be made, less a cancellation charge equal to twenty-five percent (25%) of the gross fare.
- c. In the event of cancellations actually received by Us on or between sixty-one (61) days and ninety (90) days prior to sailing date, a refund of all amounts already paid to Us will be made, less a cancellation charge equal to fifty percent (50%) of the gross fare.
- d. In the event of cancellations actually received by Us on or between thirty-one (31) days and sixty (60) days prior to sailing date, a refund of all amounts already paid to Us will be made, less a cancellation charge equal to seventy-five percent (75%) of the gross fare. If the cancellation charge is more than Your advance payment, You agree to be liable to Us for the difference.
- e. In the event of cancellations actually received by Us on or between the sailing date and thirty (30) days prior to sailing date, a cancellation charge equal to one hundred percent (100%) of the gross fare will be imposed. In addition, any Prepaid Charges, Optional Facilities and Services Fees incurred will not be refunded. If the cancellation charge is more than Your advance payment, You agree to be liable to Us for the difference.
- f. In the event that no notice is given or cancellation is not received by Us ("no-show") prior to sailing date, no refund of the applicable fare will be made, and a cancellation charge equal to one hundred percent (100%) of the gross fare will be imposed. In addition, any Prepaid Charges, Optional Facilities and Services Fees incurred will not be refunded. If the cancellation charge is more than Your advance payment, You agree to be liable to Us for the difference.

g. All appropriate refunds may be made either to You or to Your travel agent, if You are so represented, in the same form as received. Please note that some agents may, in their discretion, withhold an agency cancellation charge. We shall have no responsibility to You for any such agency cancellation charge.

h. Cancellation charges are imposed regardless of resale of the Cruise, hotel or air components. As noted above, all refunds of the applicable fare and Prepaid Charges will be made less cancellation charges, together with Prepaid Charges, Optional Facilities and Service Fees incurred, which may include prepaid hotel, airline, ground-related or immigration related expenses and administrative fees, among others. We highly recommend that all Our Guests purchase vacation protection insurance.

i. Changes to a reservation after deposit and prior to issuance of travel documents may result in assessment of administrative fees and service charges beyond the control of Carrier. Administrative fees and service charges will vary, and are based on the type of change to Your Cruise departure, itinerary or package. Guests are responsible for any additional costs incurred as a result of these changes. Some changes, including name changes, may also be considered cancellations, and applicable fees will be assessed. Any changes to a reservation that result in imposition of airline or other cancellation fees are the responsibility of the Guest. No refund will be made for unused or partially Used portions of the Cruise, air or land programs, including shore excursions, except as specifically outlined in this Ticket Contract.

For complete details on the terms and conditions governing shore excursions, including Our shore excursions cancellation policy, please review the Shore Excursions Terms and Conditions on Our Website which are incorporated herein by reference.

7. GUEST'S WARRANTIES

You warrant that You and all other Guests traveling with You are physically, emotionally and otherwise fit to undertake the Cruise or Cruise Tour; that You and they have received all medical inoculations necessary; that You and they will at all times comply with the Vessel's rules and regulations and orders and directions of the Vessel's Master, officers and medical staff; and that Your conduct will not impair the safety of the Vessel or jeopardize or inconvenience other Guests. We may disembark at any port any Guest who may be suffering from contagious or infectious diseases or whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of other Guests or the crew. In such cases, the Guest shall not be entitled to any refund of the Cruise fare or Cruise Tour fare or any compensation whatsoever.

8. EMBARKATION

Upon embarkation, You shall have in Your possession this Ticket Contract and appropriate valid passports, visas, proofs of citizenship and/or public health documents as may be required by governmental authorities or certain ports of call within your itinerary. Each Guest is solely responsible for obtaining such documentation. Without proper documentation, We, as Carrier, may deny boarding, and shall not be responsible for any refund or be otherwise liable for any losses or delays or be otherwise liable to any Guest for such denial, incurred by Your failure, or that of others, to maintain all of said necessary documents. In the event that Carrier provides courtesy advice to Guest regarding necessary travel documentation, Carrier

does warrant or guarantee the accuracy of such advice, and Guest remains solely responsible for independently verifying and obtaining appropriate documents. Passports must be valid six (6) months beyond the conclusion of your voyage. You are required to be at the airport gate at least two (2) hours prior to the scheduled departure of air transportation, and are required to be aboard the Vessel at least one (1) hour before scheduled departure time. Notwithstanding the other provisions of this paragraph, We reserve the right, in Our sole discretion, to deny embarkation to any person for any reason (other than discrimination on the basis of race, religion, national origin, gender, sexual preference or other legally impermissible classification). Where We deny embarkation to any Guest at Our discretion, We shall refund to You the Cruise Fare or Cruise Tour fare paid by You, and We shall have no further liability to You whatsoever. In addition, Clause 19 below requires You to advise Us in writing of any physical, emotional or mental condition which may require attention during the Cruise and to advise Us if You are physically challenged or require the Use of a wheelchair or other similar permitted equipment. You may be refused embarkation if You, in Our sole opinion, are not physically, mentally, emotionally or otherwise fit to undertake the scheduled voyage, or if You fail to follow the notification requirements of Clause 19 or if You attempt to bring on the Vessel equipment not permitted on board, in which case You shall forfeit the applicable Cruise Fare or Cruise Tour Fare in full, and We shall have no further liability to You whatsoever.

9. DISEMBARKATION

Guest acknowledges that on voyages commencing in a United States port, on a round-trip or one-way international voyage via one or more United States ports, Guest must complete the voyage and disembark at the scheduled disembarkation port.

10. CARRIER'S RIGHTS

The Vessel, either before embarkation or at any time thereafter and whether or not required by any maritime necessity, may remain in port, proceed by any route and deviate from or change the advertised scheduled or intended route at any stage of the voyage and may proceed to and stay at any places whatsoever, although in a contrary direction to, outside of or beyond the Usual route, one or more times, in any order, for or due to:

- a. loading or discharging fuel, stores, laborers, stowaways, Guests or members of the Vessel's company;
- b. war, hostilities, blockage, ice, labor conflicts, Weather, fire, surf, shallow waters, high waters, insurrections, congestions, docking difficulties;
- c. disturbances on board or ashore;
- d. restraint of any Governmental Authority;
- e. breakdown of the vessel; or
- f. any other reason whatsoever that Carrier or Master may deem advisable for this, or any prior or subsequent voyage. Any such procedure shall be considered not to be a deviation but within the voyage herein intended as fully as if specifically described herein. The above mentioned provisions are not to be considered as restricted by any words of this Ticket Contract whether written, stamped or printed. The Vessel may adjust compass, drydock or go

on ways before or after commencement of the voyage, and may sail without pilots, tow or be towed and assist vessels in all situations and deviate for the purposes of saving life or property.

If the performance of the proposed voyage is hindered or prevented (or in the opinion of the Carrier or Master, is likely to be hindered or prevented) by any of the reasons listed in 9.b. through e. above, or if Carrier or the Master of the Vessel consider that for any reason whatsoever, beyond the control of the Carrier, proceeding to, attempting to enter or entering or remaining at any port may expose the Vessel to risk of loss or damage, or be likely to delay the Vessel, We may deviate from the scheduled Cruise by omitting, adding or changing the dates for any port or destination, and may provide alternate transportation to some or all of the ports or the destination, and You and Your baggage may be landed at any port or place at which the Vessel may call, in which event Our responsibility shall cease and this Ticket Contract shall be deemed to have been fully performed subject to paragraph 4(d), or if You have not embarked, We may cancel the proposed voyage without liability to refund any Cruise Fares or Cruise Tour Fares paid in advance.

11. CARRIER'S LIABILITY

Our responsibility as the Carrier for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by You or any of the other Guests in Your party shall, in the first instance, be governed by the limitations of liability set forth in the statutory maritime and general laws of the United States (including but not limited to the Limitation of Liability Act of 1851 and 46 USC 30501 et. seq.), as the law governing this Ticket Contract, exclusive of conflicts of laws provisions. We shall not be liable for any such death, injury, illness, damage, delay, loss or detriment caused by Act of God, war or warlike operations, civil commotions, labor trouble, interference by Authorities, perils of the sea, lurching of the Vessel or any other cause beyond Our control, fire, thefts or any other crime, errors in the navigation or management of the Vessel or defect in or unseaworthiness of hull, machinery, appurtenances, equipment, furnishing or supplies of the Vessel, fault or neglect of pilot, tugs, agents, independent contractors, including without limitation the Vessel's medical personnel, You or other persons on board not in Our employ or any other cause of whatsoever nature except and unless it is proven that such death, injury, illness, damage, delay or loss resulted from Our act or omission committed during the course of the carriage and due to Our fault or neglect or any of Our servants or agents acting within the scope of their employment.

Guest agrees that the Carrier shall not be liable under any circumstances for any incident, injury, or property damage arising from events occurring outside of the Guest areas of the Vessel or outside of the Vessel itself, including but not limited to those events occurring ashore or on shore excursions not operated by Us, on tenders not owned or operated by the Carrier, on or resulting from equipment not a part of the Vessel, upon docks and/or piers not owned by Us, or involving persons employed on board the Vessel acting outside the course and scope of employment.

Carrier shall not be liable to the Guest for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances, when such damages Were neither the result of a physical injury to the Guest, nor the result of that Guest having been at actual risk of physical injury, nor Were intentionally inflicted by the Carrier. If You Use the Vessel's athletic or recreational equipment or take part in organized or individual activities, whether on or off the Vessel or as part

of a shore excursion, You assume the risk of injury, death, illness or other loss, and Carrier shall not be liable in any way whatsoever.

Our liability as Carrier for Suite Baggage and other baggage shall be limited to a maximum of \$500-per-bag. Should You desire an extension of Our liability of \$500, You should declare the true value of the property and pay to Us an amount of money calculated at 5% of the true value declared, up to \$5,000. Liability will then be extended to the amount of the true value declared but in no event exceeding \$5,000.

NO SUIT SHALL BE MAINTAINABLE AGAINST US UPON ANY CLAIM IN CONNECTION WITH THIS TRANSPORTATION OR TICKET CONTRACT RELATING TO THE SUITE BAGGAGE OR OTHER BAGGAGE OR ANY PROPERTY UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS SHALL BE DELIVERED TO US OR OUR AGENT AT OUR OFFICE AT ANY ADDRESS SET FORTH HEREIN WITHIN THIRTY (30) DAYS AFTER TERMINATION OF THE VOYAGE TO WHICH THIS TICKET CONTRACT RELATES, AND IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST THE CARRIER WITH RESPECT TO SUITE BAGGAGE OR OTHER BAGGAGE OR PROPERTY BE MAINTAINABLE UNLESS SUIT SHALL BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE TERMINATION OF THE VOYAGE, NOTWITHSTANDING ANY PROVISION OF APPLICABLE LAW TO THE CONTRARY. NO SUIT SHALL BE MAINTAINED AGAINST US FOR DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH OF THE GUEST OR FOR ANY OTHER CLAIM UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS ARE DELIVERED TO US OR OUR AGENT AT ANY ADDRESS SET FORTH HEREIN WITHIN SIX (6) MONTHS FROM THE DAY WHEN SUCH DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH OF THE GUEST OR CLAIM OCCURRED; AND IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST US WITH RESPECT TO DELAY, DETENTION, PERSONAL INJURY, ILLNESS, DEATH OR ANY OTHER CLAIM BE MAINTAINABLE, UNLESS SUIT SHALL BE COMMENCED WITHIN ONE (1) YEAR FROM THE DAY WHEN THE DELAY, DETENTION, PERSONAL INJURY, ILLNESS, DEATH OF THE GUEST OF CLAIM OCCURRED, NOT WITHSTANDING ANY PROVISION OF APPLICABLE LAW TO THE CONTRARY. GUESTS AGREE THAT ANY CLAIM OR CAUSE OF ACTION BROUGHT AGAINST THE CARRIER SHALL BE LITIGATED SOLELY IN A PERSONAL CAPACITY, AND NOT AS A MEMBER OF A CLASS ACTION OR IN ANY OTHER REPRESENTATIVE CAPACITY.

The requirements of this Clause cannot be waived by any of Our agents or employees; they may be waived only by express written agreement of one of Our directors having authority in the premises.

Notwithstanding the foregoing, We shall in no event be liable to You in respect of any occurrence prior to embarkation or after disembarkation from the Vessel named herein or substitute, or, with respect to any baggage, when the same is in Our custody at any shore side installation. We shall in no event be liable for the loss of or damage to cash, securities, gold, silverware, jewelry, ornaments, works of art or other valuables unless the same have been deposited with Us against receipt for the agreed purpose of safekeeping. In the event of such a deposit, Our liability for loss or damage thereof shall be limited to \$100, unless value exceeding that amount is declared in writing. If the declared value exceeds \$100, We are entitled to charge 5% of value declared, up to \$5,000. Upon payment of this charge, liability will be extended to the true value declared but in no event shall We be liable for an amount exceeding \$5,000.

We have made arrangements on Your behalf for the provision of travel facilities and services other than water transportation with various independent contractors and not as an agent of those independent contractors. No representations or warranties of any kind are made with respect to the suitability, safety, insurance or other aspects of facilities or services offered by independent contractors. We assume no responsibility in whole or in part for any delays, delayed departures or arrivals, missed connections, loss, death, damage or injury to person or property, accident, mechanical defect, failure or negligence of any nature however caused in connection with any independent contractor accommodations, transportation, services or facilities, substitution of hotels, common carriers or equipment or for any additional expenses occasioned thereby. We reserve the right to choose the air carrier, routing and gateway locations, as well as the right to substitute charter flights for scheduled service and vice versa. If the entire Cruise or Cruise Tour is canceled by Us for any reason, Guests shall have no claim other than for a full refund of the Cruise Fare or the Cruise Tour Fare, whichever is applicable. The airlines and other transportation companies concerned are to be held responsible for any act, omission or event during the time You are on board their conveyances. This Ticket Contract constitutes the sole agreement between Us and You, it being understood that the various independent contractors otherwise participating in the Cruise or Cruise Tour will enter into their own separate contractual arrangements with You, and that You assume the risk of utilizing the services and facilities of those independent contractors. Any penalties, change fees or cancellation fees that result from changes to or cancellation of air arrangements are the sole responsibility of the Guest.

If any claim is brought against Us in a jurisdiction where any of the applicable limitations and exemptions contained in the foregoing subparagraphs are legally unenforceable, then in such event We shall not be liable for death, injury, illness, damage, delay or other loss or detriment to person or property arising out of any cause of whatsoever nature if not shown to have been caused by Our negligence.

12. THIRD PARTY AND MEDICAL PROVIDERS

We, as the Carrier, are not responsible for services, treatments and/or attendance provided or supplies given by the medical personnel, beautician, barber, fitness instructor, laundry, photographic and/or any other concessionaire or other persons providing personal services to You. Should You avail Yourself of the medical or other services which the Vessel's medical personnel may provide, We shall not be liable for the consequences of any examination, advice, diagnosis, medication or treatment thus furnished.

13. GUEST DETENTION

If You are detained on board or elsewhere at any time or at final destination because of quarantine, port regulations, illness or other cause, all expenses incurred in connection with such detention shall be Your sole responsibility. If You are carried aboard the Vessel beyond final destination for any reason, without fault of the Carrier, You shall pay for any additional maintenance or extra transportation. Should it become necessary, in the sole judgment of the Master of the Vessel, to transfer You for medical reasons, the cost of such transfer shall be borne by You.

14. DANGEROUS ITEMS

Only such personal Wearing apparel, effects and gifts as are necessary

and appropriate for the voyage may be brought on board by You. Any piece of baggage must be distinctly labeled with Your name, Vessel's name, suite number and sailing date. You are allowed without extra charge one (1) cubic meter (cbm) of baggage. You shall not be permitted to bring any firearms, explosives, flammable materials or other hazardous goods on board the Vessel. Any attempt to bring such items on board, in Our discretion may be confiscated, destroyed or surrendered to authorities. You shall have no claim for loss or inconvenience thereby incurred. We assume no responsibility for any loss of or damage to Your perishable items, medicines, valuables, financial instruments, electronic equipment and the like, except as specifically provided in this Ticket Contract.

15. SMOKING POLICY

Guests are kindly reminded that smoking constitutes a serious health and safety hazard that may result in the combustion of accommodation areas and furnishings, and thus is expressly forbidden in all staterooms, suites and on verandas. For the safety and comfort of Your fellow guests, We request Your cooperation and compliance with this policy. Guests choosing to disregard the policy may be subject to monetary penalties - up to the fare paid for passage - that will be imposed to cover the costs associated with the required cleaning of stateroom furnishings, verandas and surrounding deck and accommodation areas. Guests are also kindly reminded that the Master of the Vessel reserves the right to disembark any guests, without prior warning, for violation of this policy, and said guest(s) shall be responsible for all costs associated with repairs or replacement of furnishings as a result of combustion of accommodation areas found to be caused by said guest(s). Our vessels are generally non-smoking; however, smoking is permitted in certain designated areas.

16. ALCOHOL POLICY

The sale and consumption of alcoholic beverages will be limited to Guests who are 21 years or older. Carrier will refuse and prohibit the sale or service of alcoholic beverages to Guests under the age of 21 years. Guests are kindly reminded to consume alcohol in moderation. CARRIER RESERVES THE RIGHT TO PROHIBIT AND RETAIN ALL LIQUOR BROUGHT ABOARD THE VESSEL.

17. PETS

No pets or other animals are allowed on board the Vessel, except for designated service or guide animals, provided that the Guest notifies the Carrier, prior to the Cruise, of the Guest's intention to bring such animal and agrees to accept full responsibility for any expense, damage, losses or injuries associated with or caused by such animal.

18. INDEMNIFICATION

You agree to indemnify Us for all penalties, fines, charges, losses, deviation expenses or damages of any nature incurred or imposed upon Us or the Vessel by virtue of any act or violation of law by You or by all Guests named on or traveling under this Ticket Contract.

19. CHILDREN

Carrier requires that children under the age of 18 be accompanied by and occupy the same accommodations as a parent or other responsible adult 25 years or older. We do not provide services for the care, entertainment or supervision of children, and We reserve the right to limit the number of children on board under the age of 18 years.

20. HEALTH CONSIDERATIONS

Guests must notify Carrier in writing at the time of booking of any physical or mental illness, disability or other conditions for which special accommodations or the Use of a wheelchair is necessary or contemplated. Also, We must be notified of any medical treatment that may render the Guest unfit for travel or constitute a risk or danger to the Guest or anyone else on board. While medical personnel are available on board, acute medical conditions may require You to disembark to be attended to by shoreside emergency and/or medical response, and You are advised that, due to the nature of travel by water, emergency medical evacuation may be delayed or impossible. Guests needing any form of assistance and those who are physically disabled must be accompanied by someone who will take full responsibility for any needed assistance during the Cruise and in the event of an emergency. We reserve the right to refuse passage to anyone who, in Our sole opinion, may affect the health, safety or enjoyment of other guests. Guests requiring a wheelchair must provide their own collapsible wheelchair. Please be aware that some ports of call, shore excursions, docks, gangways and other requirements may preclude a wheelchair guest from leaving the vessel; this decision will be made by the Master of the Vessel, and is binding. Also, there may be certain physical conditions, including raised doorway thresholds from 2 to 16 inches, stairways and narrow passageways within the vessel, that may limit or preclude the accessibility of wheelchair guests to some areas. Any Guest who requires oxygen canisters or oxygen concentrators must independently make all the necessary arrangements, including procuring and moving any oxygen containers while on board. Please be advised that liquid oxygen is not permitted on board the Vessel. Failure to disclose physical, mental or emotional conditions prior to the departure date, or Your attempt to bring on the Vessel equipment not permitted on board, may result in denial of embarkation and forfeiture of the applicable Cruise Fare or Cruise Tour Fare, and in such event We shall have no liability financially or otherwise.

21. GENERAL AVERAGE

You will not be liable to pay nor be entitled to receive any general average contribution in respect of property taken with You on the Vessel.

22. PAYMENTS

Any and all payments made by You to Us shall be made in currency of the United States of America. All charges for services and products provided on board the Vessel must be settled in cash or charged (via credit card acceptable to Us) before Your final disembarkation from the Vessel. Any other expenses incurred by You or by Us on Your behalf shall be payable by You on demand. Carrier accepts no responsibility for credit card processing fees independently assessed by issuing banks. None of these fees separately charged by the issuing banks accrues to the benefit of Carrier, nor do they accrue to the benefit of Carrier's credit card processing bank.

23. CARRIER'S RESERVED RIGHTS

Nothing contained in this Ticket Contract shall be construed to limit or deprive Us of the benefit of Subtitles II and III of Title 46, United States Code, (as revised and amended) or of any other Statute or law whatsoever that might be applicable providing for exoneration from or limitation of liability. The provisions of Clause 11 shall extend to each of the independent contractors (including caterers and concessionaires) as Well as Our servants and agents and the Vessel as defined in Clause 1, and for this purpose shall be deemed to constitute a contract

entered into between You and Us, as the Carrier, on behalf of all persons who are or may be Our servants or agents from time to time, and all such persons shall to this extent be deemed to be parties to this Ticket Contract.

If any other person or entity should be held responsible, he, she or it shall be entitled to all of the benefits, limitations and exceptions mentioned in this Ticket Contract otherwise. This Ticket Contract and every term and provision hereof shall be and remain in full force and effect during all periods when We are under any responsibility to You or Your property for any reason whatsoever.

24. GUEST'S COVENANTS

You covenant and warrant that You are duly authorized by or on behalf of all Guests named on or traveling under this Ticket Contract to agree to all terms, conditions, limitations and exceptions herein contained, and by accepting and/or Using this Ticket/Contract, he or she and/or they do agree accordingly and do agree that the same shall be binding on them with the same force and effect as if they and every one of them signed this Ticket Contract.

Guests are required to be on board the Vessel at least one (1) hour prior to the scheduled departure time. Should the actions or inactions of any Guest(s) result in the Vessel not sailing at its scheduled departure time, Carrier shall assess Late Departure Fees, beginning at US \$1,000 per Guest, to said Guest(s) directly responsible for any departure that is delayed more than 15 minutes beyond the scheduled and published departure time and liquidated damages.

25. TICKET/CONTRACT USAGE

The right is reserved to consider this Ticket Contract as canceled and the applicable fare forfeited if You do not Use this Ticket Contract for the Vessel or other Vessels substituted, or land arrangements for the date mentioned or should this Ticket Contract become lost or mislaid or if You Use this Ticket Contract for only part of the voyage or Tour indicated hereon, for any reason, whether or not due to causes beyond Your control.

26. SECURITY PROVISIONS

In the interests of national security and maritime safety and in the interest of the convenience and safety of other Guests, You agree and consent to a reasonable search being made of You, Your baggage or other property, and to the removal and confiscation or destruction of any object that may, in Our opinion or that of the Master, impair the safety of the Vessel or inconvenience other Guests or violate the laws of any applicable authority relative to the possession and/or transportation of nonprescription narcotics, controlled substances or any other commodity of any nature.

27. GUEST BOOKINGS

Specific Guest accommodation assignments are not guaranteed. Carrier reserves the right to move Guest(s) to a comparable accommodation for any reason. As a condition of its business, We retain the right to overbook Guest accommodations. In the event that the Guest accommodation referenced in this Ticket Contract is overbooked, or if We determine that the Vessel is overbooked, We may, at Our discretion, deny boarding to any Guest and, at Our further discretion, refund all monies paid or offer another Cruise or Cruise Tour in substitution.

28. NO SOLICITATION

The Guest shall not solicit other Guests, the Carrier's employees, personnel or agents during the voyage with respect to any professional, commercial or business activity, whether for profit or otherwise, without the prior written consent of the Carrier. Solicitation in any form will result in mandatory disembarkation from the Vessel with no refund for any unused portion of the Cruise ticket or other pre-purchased items including Your return airfare.

29. USE OF LIKENESS

Carrier has the exclusive right to Use video and other visual/audio portrayals of You or Your likeness taken during Your Cruise in any medium of any nature whatsoever for any purpose, including advertising or promoting the services of Carrier, without any compensation being paid to You. Any such portrayal or likeness shall be the exclusive property of the Carrier.

30. CHOICE OF LAW AND FORUM

All questions arising on this Ticket Contract shall be decided according to the statutory and general maritime laws of the United States of America, with references to which this Ticket Contract is made.

YOU AND WE AGREE IRREVOCABLY THAT ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS TICKET CONTRACT SHALL BE DETERMINED AND LITIGATED, IF AT ALL, BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA IN NEW ALBANY, OR AS TO THOSE LAWSUITS TO WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, BEFORE A COURT LOCATED IN FLOYD COUNTY, INDIANA, TO THE EXCLUSION OF THE COURTS OF ANY OTHER COUNTY, STATE OR COUNTRY. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TICKET CONTRACT.

31. AMENDMENTS AND MODIFICATIONS

In the event that amendments or modifications to this Ticket Contract are required, they may be added by means of attached form and will be considered an enforceable part hereof.

32. FOR PROFIT ENTITY

Notwithstanding that Carrier, at the Guest's option, arranges transportation, hotel accommodations, ground transfers, shore excursions and other services with independent suppliers of the services, it should be understood that Carrier, being a "for-profit entity," earns a fee on the sale of optional services.

33. MISCELLANEOUS

The illegality or invalidity of any paragraph, clause or provision of this Ticket Contract shall not affect or invalidate any other paragraph, clause or provision thereof. All headings set forth in this Ticket Contract are for convenience only, and have no separate meaning or effect.

ADDENDUM TO CARRIER'S TERMS AND CONDITIONS OF CONTRACT OF CARRIAGE

In keeping with Federal, State and Local guidelines, Carrier has put in place measures aimed at preventing the introduction to and the spread of COVID-19 aboard the Vessel; however, despite Our mitigating efforts, We cannot guarantee that You or Your travel companion will not be exposed to COVID-19 during Your travels.

Therefore, the following provisions are incorporated into and made part of American Queen Steamboat Operating Company, LLC, and Victory Operating Company, LLC's Terms and Conditions of Contract of Carriage ("Ticket Contract") and are effective for all Voyages unless stated otherwise. All capitalized terms Used herein are as defined in the Ticket Contract.

1. SAFECRUISE PROTOCOLS

a. Pre-Embarkation

Prior to embarkation, ALL GUESTS MUST COMPLETE A CONFIDENTIAL HEALTH QUESTIONNAIRE and participate in any additional health screening procedures (including pre-embarkation COVID testing) as may be required by our then-current SAFECRUISE protocols. Participation in the above is considered part of the embarkation process. Any Guest who answers "yes" to any of the health questionnaire questions regarding symptoms of or exposure to COVID-19, tests positive for COVID-19, or otherwise fails to comply with then-current SAFECRUISE protocols may be denied embarkation.

Carrier requires all Guests to be fully vaccinated, as defined by the U.S. Centers for Disease Control and Prevention (CDC), against COVID-19 and Guests are required to present proof of vaccination prior to boarding the Ship. Please see our SAFECRUISE protocols for more information. Any Guest who does not vaccinate in advance may pose a direct threat to the health and safety of other Guests and crew. Accordingly, Guests who do not vaccinate or are unable to provide proof of vaccination may be denied embarkation.

Where We deny embarkation in accordance with this Section 1.a., We shall not be obligated to refund You the Cruise Fare, Cruise Tour fare or any other travel costs paid by You. We shall provide you with a limited Future Cruise Credit for a future cruise with Carrier in an amount equal to the actual amount of your booking. This shall be your sole remedy and We shall have no further liability to You whatsoever.

b. During the Cruise

EACH GUEST MAY BE REQUIRED TO WEAR A MASK (covering mouth and nose) when aboard the Ship or while aboard motorcoaches if required by Federal, State, or Local guidelines. Any Guest who refuses to Wear a mask in accordance with this Section is subject to disembarkation at any port at the sole discretion of the Master.

When You board the Ship, Your temperature may be taken and evaluated by onboard staff. Any Guest whose temperature registers 100.4° or higher may be denied boarding.

For the safety and wellbeing of everyone onboard the Ship, ALL GUESTS MUST REPORT DEVELOPMENT OF ANY COVID-19 SYMPTOMS IMMEDIATELY to Ship staff. Guests who report symptoms when boarding the Ship may be denied boarding at the sole discretion of the Master. Guests who report symptoms while aboard

the Ship will be required to remain in their cabin and will be given the opportunity to consult with an onboard medical officer. Based on the advice of the onboard medical officer, or at the discretion of the Master, Guests reporting COVID-19 symptoms shall remain in their cabin and may be disembarked at any port.

Where We disembark or deny boarding in accordance with this Section 1.b., We will assist you with your arrangement of transportation to nearby medical facilities, hotel, or your home, however, You shall not be entitled to any refund of the Cruise fare or Cruise Tour fare or any compensation or reimbursement whatsoever. No Guest who is disembarked or denied boarding in accordance with this Section 1.b. will be permitted to re-join the Cruise.

2. GUESTS HEALTH INFORMATION

Pre-embarkation screening, including pre-embarkation COVID testing and evidence of vaccination status, temperature checks, and health consultations are an important part of Our on-board health monitoring program during Your Cruise. Resulting information may be considered Personally Identifiable Information (PII) under HIPAA. You expressly consent to Carrier gathering and receiving this information and further transmitting this information to third parties who may require this information in furtherance of your Cruise and Cruise Tour. This could include, but is not limited to, government officials, port representatives or third parties involved in the performance of your Cruise and Cruise Tour, such as Shore Excursions, Transportation Vendors or Medical Service Providers.

3. GUEST ASSUMPTION OF RISK

You acknowledge the contagious nature of COVID-19 and that, despite Carrier's effort to mitigate such dangers, You may be exposed to or infected by COVID-19 during Your participation in the Cruise or Cruise Tour and that such exposure or infection may result in personal injury, illness, permanent disability, or death. You understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of yourself and others. You assume all of the foregoing risks and are solely responsible for any resulting injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, related to COVID-19, that You may experience or incur in connection with the Cruise or Cruise Tour, including any claims or expenses related to Your compliance with any federal, state, or local health orders in effect now or in the future ("Claims").

4. GUEST WAIVER OF CARRIER'S LIABILITY

You and on behalf of your heirs, executors, administrators, successors and assigns, release, covenant not to sue, discharge, and hold harmless the Carrier, its employees, agents, and representatives, of and from the Carrier, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. This release includes any Claims based on the actions, omissions, or negligence of the Carrier, its employees, agents, representatives, vendors, and independent contractors whether a COVID-19 infection occurs before, during, or after participation in the Cruise or Cruise Tour, or other forms of liability that may arise against the Carrier its employees, agents, and representatives, for or on account of any action taken in furtherance of this Addendum Carrier's Terms and Conditions of Contract Of Carriage including but not limited to the collection, receipt, storage and transmission of Guests Health Information.

BY SENDING PAYMENT TO CARRIER, BOARDING THE VESSEL, OR PARTICIPATING IN A CRUISE TOUR YOU AGREE TO BE BOUND BY THIS ADDENDUM. The terms of this Addendum do not supersede or waive any provisions of the Passenger Ticket Contract, but apply only to the protocols, assumption of risk and waiver of liability as described herein. The terms of this Addendum are subject to change at any time for any reason including, upon guidance from the Centers for Disease Control, state or local health officials. The unenforceability of any of the provisions of this Addendum will not affect the enforceability of any other provisions of this Addendum or the Passenger Ticket Contract.

AMERICAN QUEEN STEAMBOAT OPERATING COMPANY, LLC

222 Pearl Street, New Albany, IN 47150

Office: 901.654.2600

The *American Queen*[®], *American Empress*[®], *American Duchess*[®] and *American Countess*[®] are operated by American Queen Steamboat Operating Company, LLC, are regularly inspected by the U.S. Coast Guard, are American-flagged and employ American officers, crew and staff.

VICTORY OPERATING COMPANY, LLC

222 Pearl Street, New Albany, IN 47150

Office: 901.654.2600

The *Ocean Voyager*[™], *Ocean Navigator*[™], *Ocean Victory*[™] and *Ocean Discoverer*[™] are registered in the Bahamas, and are operated in accordance with the International Maritime Organization's passenger vessel safety requirements as codified in the Safety of Life at Sea (SOLAS) Convention.

Ticket Contract 04272022





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