



**Parties:** In these terms and conditions, "you" or "passenger" or "participant" refers to the person booking, purchasing or traveling on the cruise, and to individuals traveling as part of that person's reservation. "We" or "us" or "AMA" refers to Amadeus Waterways, Inc., a California corporation. We offer the travel and enter into these terms and conditions with you pursuant to arrangements we have made with AmaWaterways, LLC, a California limited liability company ("AWL").

**Reservation and Final Payment:** To confirm a standard reservation, we require a deposit of \$400 per person within 7 days of placing the reservation (3 days if departure is within 90 days). Final payment is due no later than 90 days before departure (due within one business day of making a reservation that is accepted less than 90 days before departure). Late or non-payment may result in reservation being cancelled. For a promotional cruise and/or land vacation, special payment terms may be required, and will be stated when reservation is made. All payments shall be in U.S. Dollars, unless otherwise stated.

**Pricing:** Brochure prices are per-person, based on double occupancy of a cabin, or standard hotel room, unless indicated otherwise. Single rates are available for the cruise-only, at a supplement of plus-50% for standard rooms, plus-100% for other rooms, such as deluxe rooms and suites. Single rates for land accommodations, are also available at a supplement. Please see individual itineraries for amount of supplement. Pricing accuracy is assured only at time of printing. If any of the cost factors increases, such as airfare, transfers, tours, travel insurance, port or dock charges, fuel, insurance, taxes, surcharges, currency exchange or other, we reserve the right to increase the cruise or cruise tour prices without notice.

**Airfares:** Airfares listed are estimates only, based on travel from New York to the embarkation destination for all travel, except for the Mekong, Vietnam program, for which airfares are estimates from Los Angeles or San Francisco. Published airfares are exclusive of air taxes, airport taxes, government fees, airline imposed fuel surcharges and any other tax or fee charged by an airline or government authority. Airfares from other gateways may be available and we encourage you to inquire about their availability. Airfares, fees and taxes quoted on invoices from us are guaranteed only when full payment is received by us as required on the invoice.

**Prices Do Not Include:** Published prices do not include taxes or government fees (for example: federal inspection fees for U.S. Customs and Immigration; international air transportation tax; agriculture tax; security fee); airport taxes and fees; fuel surcharges; passport and visa fees; baggage fees; port taxes and fees; travel, health, accident or other insurance; vaccinations; laundry; additional food and beverages; optional excursions; gratuities or other items or services of a personal nature.

**Passport and Visas:** A valid passport is required for each participant. Passports must be valid for at least six (6) months after the scheduled return date to the USA. At publication time, a visa is required for a US citizen to travel to Russia, Turkey, Vietnam and Cambodia (as well as numerous other countries). For travel to Vietnam and Cambodia, we require a copy of your valid passport prior to or at final payment. If not received in this time, embarkation may be denied and cancellation penalties will apply. A non-US citizen must consult appropriate consulates regarding visa and other document requirements. Obtaining required visas and any other required travel documentation, and assuring these are complete and correct in all ways, is the sole responsibility of each participant. We are not in a position to obtain or verify the accuracy or completeness of any participant's visa or other required documentation and shall not be responsible or liable for delay or missed portion of any cruise or cruise tour or other problems resulting from the participant lacking the appropriate travel documentation.

**Tickets:** Only after receipt of full payment, travel documents, including air tickets, will be sent by regular ground delivery within the continental U.S., about 3-4 weeks prior to departure. (Delay in full payment will delay delivery of travel documents). Expedited delivery may be possible for an additional charge of \$25 or the full amount of expedited services, whichever is more.

**Air Tickets:** Airline and flight schedules are determined based on flight and seat availability of contracted carriers. Air tickets are economy class, unless otherwise requested and additional charge for upgrade is paid, and are issued pursuant to the terms and conditions of the relevant airline(s). Business class may be available for purchase at time of booking; please ask your agent for details. **Airlines require your name to appear on your airline ticket exactly as it appears on your passport.** Participant must assure name on airline ticket exactly matches name on passport. We shall not be responsible or liable for consequences of name on airline ticket and passport not matching exactly. An effort will be made to obtain direct flights; but these may not always be available. Available direct flights could be overlooked. Thus, air scheduling may involve connections and/or overnight travel. We shall not be responsible or liable for costs resulting from lost air ticket, delay, disruption or cancelled flight; lost baggage or a missed connection. A lost air ticket is solely the passenger's responsibility to remedy with the airline, including but not limited to filing a Lost Ticket Application with the airline.

**Custom Air:** Special requests may be made through our Custom Air desk for choice of preferred air carrier, flight schedule, and some deviations. Requests must be made at time of booking. Any added costs or expenses will be the participant's responsibility.

**Changes:** Air tickets that we issue have restrictions. For example, they cannot be reissued, transferred, or exchanged unless approved by the carrier and a fee may be charged by the carrier. A change or refund request must be made through us, but may not be possible. For example, some air tickets are non-refundable. An administrative fee of \$50 per ticket may be charged by us, in addition to airline change and cancellation fees, charged according to the airline's fee schedule.

**Limitation on Special Requests of Airline:** As a courtesy, we may try to relay a request for particular airline seating or meal, frequent flyer miles, or other assistance to the particular airline. We have no authority to grant a request, which is up to the airline. Whether or not we relay a request to an airline, you or your travel agent must always confirm directly with the airline regarding any such request.

**Baggage:** Please check with the airline regarding their baggage allowance. Most airlines limit checked bags to either one or two pieces per person, and limit carry on baggage to one piece per person, in either case, with weight and size restrictions. We shall not be responsible or liable for costs or consequences of participant exceeding the airline's baggage restrictions, or for loss, theft, damage or delay to participant's baggage. We encourage you to purchase a travel protection plan that also includes coverage for baggage.

**Transfers:** A passenger purchasing transatlantic air through us may qualify for a complimentary group transfer on a scheduled arrival between the airport and the ship or hotel, and on a scheduled departure between the hotel or the ship and airport. The transfer may involve some waiting time. A passenger making his or her own air arrangements will be solely responsible for required transfers. Individual transfers can be purchased. Please ask your agent for details.

**Child Policy:** Children under 4 are not allowed onboard the ship. Children 4 – 17 must be in a cabin with an adult. If the child is part of a double occupancy, full adult rate is charged. Children under 11 may share a stateroom with 2 adults, if approved. The under-11 child rate is 25% of the lowest stateroom category. Children 11 – 17 may share only a junior suite or higher. The 11-17 child rate is 25% of the lowest cabin category price. Port charges apply for children regardless of age. Hotel terms for children vary. Please call for details.

**Cancellation Charges:** In the unfortunate event a participant must cancel travel, notice to us must be via email, which must include a return receipt and read notation, or other writing stating clearly and correctly each passenger's name, ship name, start and end date of the cruise and a brief statement of the reason for cancellation. Other forms of notice are not sufficient. If already issued, unused air tickets must be physically returned to us before they can be cancelled. Cancellation date is the date we receive the written cancellation notice and unused tickets. A name change or substitution of participant is also treated as a cancellation in that all cancellation charges apply. Cancellation charges are per-person, based on the cancellation date, as follows: (i) more than 121 days before departure: \$200 loss of deposit; (ii) 120-90 days before departure: \$400 loss of deposit; (iii) 89-60 days before departure: 35% of cruise or cruise tour price; (iv) 59-30 days before departure: 50% of cruise or cruise tour

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price: (v) 29-07 days before departure: 80% of cruise or cruise tour price; (vi) 6 days or less before departure: 100% of cruise or cruise tour price. Cancellation charges also apply to additional charges for upgrades, transfers and other pre-purchased services. Protection plan premiums are non-refundable. Additional cancellation fees apply for air tickets. After travel begins, there is no refund for unused services, or unused portions of cruise or cruise/tour.

**TRAVEL PROTECTION PLANS:** TO REDUCE OR MANAGE YOUR RISKS OF FINANCIAL LOSS AND OTHER LOSS ARISING FROM CANCELLATION OR DELAY OF TRAVEL, INJURY, DEATH, LOSS OF OR INJURY TO PROPERTY, AND OTHER RISKS, YOU ARE ENCOURAGED TO OBTAIN YOUR OWN TRAVEL PROTECTION PLAN, TRAVEL INSURANCE, ACCIDENT, LIFE, HEALTH, MEDICAL AND OTHER FORMS OF INSURANCE. We offer a travel protection plan issued by Travel Guard, an independent provider of travel protection plans. They are not affiliated with us, and we disclaim any responsibility for them or their plan. Other forms of travel protection are also available. Ask your agent for information.

#### GENERAL PROVISIONS

**Cruise and Cruise Tour Itineraries:** We seek to provide services as published or stated in the final documents. But deviations to planned cruise, cruise tour itinerary or any other aspects of the travel may occur. If conditions make cruise routes unsafe for navigation or in other respects, or raise sufficient doubt about safety, we reserve the right to modify or provide alternate services. These may include, but are not limited to, providing accommodation on the docked ship and/or substituting ground arrangements. An effort will be made to try to arrange elements of the cruise and cruise tour similar to those originally planned. But the level of similarity may vary. Such changes will not entitle you to any credit or a refund. Cruise, cruise tour routes, and all other aspects of the cruise and travel are subject to change with or without notice.

**Accommodations:** We will seek to use hotels listed (if any) in this brochure. Changes may be necessary; therefore use of such hotels is not assured. An effort will be made to substitute similar hotels. The level of similarity may vary. Standard policy for hotels in Europe is to have rooms available for check-in no earlier than 3:00 p.m.

**Personal Changes:** Personal deviation from itinerary in the brochure for a packaged land program or other reason will not entitle participant to any reduction in charge. Participant will bear a full charge for any unused long haul transfer(s).

**Cancellation:** We reserve the right to cancel, change or postpone any departure date and itinerary. For complete cancellation of a cruise or cruise tour, we will refund monies paid for the cruise or cruise/tour, to a participant who has not previously cancelled.

**Disabled Participants:** If you (participant) have a disability and reasonable accommodation may enable you to use the services, please let us know how you believe we can help. Participant must inform us in writing, at or immediately after making the reservation, but in any event as early as possible, of any mobility impairment or other condition, whether physical, emotional or mental, which may require accommodation or use of an assistive device during the travel. If the impairment or condition first arises after making the reservation, participant must inform us in writing as early as possible. We may consider, and may confer with participant, the cruise operator, airlines, hotels and other service providers regarding possible accommodations. A reasonable effort will be made to accommodate special needs, but we are not responsible for denial of service by carriers, hotels, or other independent suppliers. A participant, who, due to impairment, is not self-sufficient, may be required to travel with a companion who shall take responsibility for assistance needed during the travel and in case of emergency. An individual with a disability that would result in a direct threat to the health and safety of others or to that individual may be excluded, if it is determined there is a significant risk that cannot be eliminated or reduced to an acceptable level by reasonable accommodations, policies, practices, procedures assistive devices or services. If participant fails to timely inform us of any impairment or condition, and it is determined based on information that participant should have provided, that participation poses a safety risk to participant or direct health or safety threat to others, participant may be excluded from parts or all of the travel. We shall have no liability to participant relating to any condition, treatment, failure to inform us of an impairment, or resulting exclusion.

**Pregnancy:** For the safety of parent and child, and depending on various circumstances, passengers who are at an advanced stage of pregnancy (after 5 months) may be subject to restrictions or exclusion concerning their ability to travel and/or board a ship. Please inform us immediately, so we can assess your personal circumstances and possible accommodation.

**Medical:** Medical doctors are not available on any vessel outside Russia. Availability of medical doctors on vessels in Russia is not assured. If other medical services are required, efforts to contact local medical providers will be made. A participant requiring such assistance is solely responsible for all related charges. We will not be responsible or liable for sufficiency of effort to reach medical providers, unavailability, delay, quality or other aspect of any such services. Participant is encouraged at time of booking and well before departure, to review participant's health and medical conditions and insurance and consult participant's health care and insurance providers regarding needs and scope of coverage for any incident or need occurring during travel, and to obtain supplemental health and medical insurance for the travel.

**Smoking:** Smoking is permitted only on the ship's Sun Deck, and is not permitted elsewhere.

**Diet:** Special dietary requests must be provided to us at time of reservation. An effort will be made to inquire about meeting the request. But we cannot assure the request can be accommodated.

**Disclaimer of Responsibility:** Our arrangements are with AWL, and they arrange with others for services described in this brochure. Transport on river cruise ships ("ships") or other forms of transport ("transport") is provided by third party owners, operators and charterers ("supplier(s)"). Suppliers are separate entities and are deemed not to be principals, agents, employees or partners of us or AWL. We and AWL do not own or operate any ship or transport service. Accordingly, FOR US AND AWL WE DISCLAIM RESPONSIBILITY AND LIABILITY FOR, AND PARTICIPANT WAIVES, RELEASES AND ACKNOWLEDGES THAT THERE SHALL NOT BE ANY CLAIM OR RECOURSE AGAINST US OR AWL FOR OR AS A CONSEQUENCE OF: BREACH OF DUTY, BREACH OF CONTRACT, NEGLIGENCE OR WILLFUL OR INTENTIONAL ACT, FAILURE TO ACT OR OMISSION BY ANY SUPPLIER. Supplier and participant obligations and liabilities are subject in each case to terms and conditions of each supplier's contract of carriage or other supplier terms and conditions, and any and all applicable government laws and regulations and international conventions that apply, including, but not limited to choice of law, jurisdiction of disputes and limitations of liability and limitations on timing of claims. PARTICIPANT AGREES THAT WE AND AWL SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS (INCLUDING PERSONAL INJURY, DEATH, AND LOSS OF OR DAMAGE TO PROPERTY) OR EXPENSE OCCASIONED BY ANY ACT OR OMISSION OF ANY SUPPLIER PROVIDING SERVICES, OR ANY PROVIDER OF A TRAVEL PROTECTION PLAN, OR INSURER, OR OF ANY OTHER PERSON. If the services of a supplier cannot be delivered or there are changes in any planned service for any reason beyond our control, we will make an effort to arrange similar services. Any resulting additional expenses will be participant's responsibility.

**Limitation of Liability:** REGARDLESS OF ANY OTHER PROVISIONS IN THIS BROCHURE, OUR AND AWL'S LIABILITY FOR BREACH, DAMAGE, LOSS, PERSONAL INJURY, DEATH, AND/OR LOSS OF OR DAMAGE TO PROPERTY, OR OTHER LOSS, INJURY OR DAMAGE, ALSO INCLUDING, BUT NOT LIMITED TO, ECONOMIC DAMAGES, EMOTIONAL DISTRESS, MENTAL SUFFERING AND/OR PHYSICAL OR PSYCHOLOGIC INJURY, WHETHER OCCURRING BEFORE THE START OF TRAVEL, AFTER TRAVEL HAS BEGUN, AFTER COMPLETION OF THE TRAVEL, OR MULTIPLE TIME PERIODS, AND REGARDLESS OF WHETHER DUE TO ACCIDENTAL OR WILLFUL OR INTENTIONAL ACT OR OMISSION OF ANY PERSON OR ENTITY, OR OTHER CAUSE SHALL NOT EXCEED THE AMOUNT PAID TO US FOR THE TRAVEL.

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**Agreement; Forum and Jurisdiction for Legal Action:** Payment of deposit and/or issuance of final documents shall be deemed consent by participant to these terms and conditions. These terms are deemed to be made, accepted and entered into in Los Angeles County, California. These terms and the rights and obligations of the parties, and any legal or equitable action concerning the interpretation, enforcement, or claimed breach of any term, obligation, or duty as contained or related to these provisions or arising from these terms and conditions, shall be interpreted, construed and governed by the internal laws of California with jurisdiction over such claims to be exclusively in the United States District Court for the Central District of California and/or the Superior Court of the State of California in and for the County of Los Angeles, California, U.S.A. to the exclusion of the courts of any other country, state, city, county or locale. You agree to consent to jurisdiction and waive any objection that may be available to any such action or proceeding being brought in such courts. You and we waive the right to a jury trial.

**Time Limit for Notice of Claims and Filing Legal Action:** The parties agree that any notice of claim against us of any nature whatsoever which is connected to, related to or arising from these terms and conditions must be received by us in writing within thirty (30) days after the date of completion of the cruise or cruise tour. No lawsuit may be maintained against us unless the lawsuit is commenced no later than six (6) months after the date of completion of the cruise or cruise tour, and valid service of the lawsuit on us is made within thirty (30) days after commencement of the lawsuit.

**Acceptance of These Terms:** You acknowledge and agree that we accept your booking subject to the condition that you accept these terms and conditions. These terms and conditions remain in effect until replaced in writing. Any new or reissued terms and conditions are deemed to replace all prior versions. No person, other than an authorized representative of us is authorized to vary, add or waive any term or condition in this brochure. To be effective, any variance, addition or waiver must be in writing, signed by our authorized officer.

**Passenger Contract:** All ship transport is provided according to terms and conditions of the Passenger Ticket Contract included in the final documentation and available for review at the following website: [www.amawaterways.com](http://www.amawaterways.com). The Passenger Ticket Contract is between passenger and AmaWaterways GmbH, an entity organized under the laws of Switzerland, which owns and operates the ship, is governed by laws of Switzerland, and establishes limits of liability, limits on claims, and time limits for making claims, as well as other restrictions, limits and disclaimers. It incorporates provisions and limitations under the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea, 1974, and the Protocol to the Convention Relating to the Carriage of Passengers and Their Luggage by Sea, 1976, the International Convention on Limitation of Liability for Maritime Claims, 1976, and the Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessels, 1988. Venue for litigation of any disputes under the Passenger Ticket Contract is exclusively in the courts of Basel, Switzerland.

**Interpretation:** Headings in these terms are only for convenient reference and shall not be used to interpret, construe, define or limit any provision. Whenever logical in the context, references to the singular shall include the plural, and vice-versa. You acknowledge the travel contemplated by these terms is voluntary; you are not obligated to purchase services from us or any particular provider, or at all, and thus you are not obligated or forced to enter into or accept these terms. These terms were developed to achieve a delicate balance and exchange of rights, remedies, limitations, exclusions, risks and risk management and economics between you and us; and the balance provides substantial benefits to you, which we could not offer at the attractive price(s) offered, but for that delicate balance. Absent that balance, prices would be much higher and services would be reduced. Accordingly, the provisions of these terms shall be interpreted and construed according to their fair meanings and not strictly for or against any person or entity. If any provision of these terms is found by a court having jurisdiction to be invalid or unenforceable for any reason(s), such provision shall be deemed to be severed and of no force and effect and all remaining provisions shall remain in full force and effect.

**California Seller of Travel Law:** We are registered with the California Attorney General, California Seller of Travel Program as Amadeus Waterways, Inc., registration number CST 2065452-40. Registration as a seller of travel does not constitute approval by the State of California.

Upon cancellation of the transportation or travel services, where you are not at fault and did not cancel in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by you, all sums you paid us for services not provided will be promptly paid to you, unless you advise us in writing, after cancellation. This provision does not apply where we remitted the payment to another registered wholesale seller of travel or carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed transportation or service. In this situation, we must provide you a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if we were registered and participating in TCRF at the time of sale and you are located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$50 for transportation or travel services which we failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. You must file a TCRF claim within one year after the scheduled completion date of travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. A claimant must agree to waive (and by filing a claim with TCRF you do waive) any right to other civil remedies against us for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation; PO Box 6001 Larkspur, CA 94977-6001; or by visiting TCRF's website at: [www.tcreinfo.org](http://www.tcreinfo.org).

For those who purchase travel from outside of California, this transaction is not covered by the California Travel Consumer Restitution Fund.

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