



ARGIA MYSTIC CRUISES

## **PUBLIC CRUISE TICKET PURCHASE POLICIES**

### **Cancellation/Rescheduling Policy: Public Sail Tickets**

If the Argia is full and we have been turning passengers away based on your ticket sales, then the best that we can do if you want to cancel or reschedule is to try to re-sell your ticket. If we are able to re-sell your ticket, then we will refund your payment or reschedule you, but there will be a 6% fee. If the Argia is not full when you cancel or reschedule, then we will immediately refund your payment or reschedule you, but there will be a 6% fee.

### **Inclement Weather Policy**

We do not cancel sails aboard Argia for overcast sky or occasional spitting drizzle. If its just plain raining or dangerous weather, **WE** will cancel the cruise and you may choose to reschedule or to receive a full refund. If it starts raining in the middle of a cruise, we will return to the dock and pro-rate your sailing refund.

### **No-Shows Policy**

No-Shows for a Public Sail aboard Argia will receive no refund. No-Shows may sail without paying an additional price only on a STANDBY basis within current sailing season.

### **Minimums & Maximums**

Public Sails require a minimum of 6 passengers to go out. Please be sure to ask about this if you are driving some distance. Argia may carry a maximum of 49 passengers. The only way to ensure that we have room for you is to purchase your ticket ahead of time, which you may do over the telephone.

# Passage Contract / Liability Release:

**IMPORTANT NOTICE:** This is a contract subject to the following terms and conditions. Read carefully, you and your guests will need to sign this before boarding.

1. The acceptance of this Passage contract by a Passenger shall be deemed to be an undertaking and acknowledgement that he accepts on behalf of himself and all other persons traveling on his booking under this contract and all his and their heirs and representatives that he and they accept and agree to all the conditions of carriage herein set out or otherwise notified to the Passenger by Argia Cruises (the "Carrier"), and the Passenger further agrees to hold harmless and/or indemnify the Carrier from any claims or suit brought against the Carrier by or in behalf of any minor who traveled with said Passenger under this Contract and who asserts a position contrary to the terms, conditions and covenants herein expressed.
2. Excessive drinking is forbidden. The Passenger assumes all liability for injuries and damage suffered while under the influence of alcohol.
3. The carrier is not responsible for any accidents or losses occurring away from the vessel, on shoreside excursions or any other activities not aboard the vessel.
4. **The Carrier and the vessel shall not be liable for any claims whatsoever of the Passenger unless full particulars thereof in writing be given to the Carrier or their agents within 185 days after the Passenger shall be landed from the vessel, or in the case the voyage is abandoned, within 185 days thereafter. Suit to recover any claim shall not be maintainable in any event unless commenced within one year after the date of the accident or loss.**
5. The Passenger shall be liable to and shall reimburse the Carrier for all damage to the vessel and its furnishings and equipments, or any property of the Carrier, caused directly or indirectly in whole or in part by any willful or negligent act or omission on the part of the Passenger, and the Passenger shall further indemnify the Carrier and the vessel and each and all of their agents and servants against all liability whatsoever which the carrier or the vessel or such agents or servants may incur towards any person or company or government for any personal injury or death or damage to property caused directly in whole or in part by any willful or negligent act or omission on the part of the passenger.
6. The Passenger agrees to accept as part of the Contract the responsibility of complying fully with the vessel's Passenger Safety Rules and Regulations as told to them by the vessel's crew.
7. The Passenger assumes those risks which relate to and are associated with the operation of a sailing vessel, including but not limited to boarding and leaving, travel to and from the vessel via tender, entering and leaving compartments via companionway ladders, climbing on the ship's rigging, and risks which are associated with boating, skin diving, snorkeling, swimming, and other water sports.
8. If the Vessel carries a surgeon, physician, nurse or other personal service personnel, any such person is not the agent of the Carrier, and the Carrier shall not be liable for any omission, negligence or damage done by such person.
9. The Carrier may, with or without notice, and before, at or after the commencement of the voyage, delay or advance the scheduled time of sailing, or arrival, withdraw the vessel from service, discontinue service between any ports, omit or change any ports or ports of call, deviate from the scheduled voyage, change accommodations or substitute another vessel, or require the Passenger to leave the vessel temporarily. In any such event, and whether before or after embarking, the Carrier shall not be liable to the Passenger for any expense incurred by the Passenger thereby for hotel or board bills, traveling expenses, or any other expense or for loss or damage or otherwise occasioned thereby directly or indirectly.
10. All cruises are subject to cancellation due to weather, mechanical or unforeseen circumstances. In this event, we will promptly return your fare. Refunds will be pro-rated for cruises that are not completed.
11. The Carrier shall not be liable to make any refund to Passengers in respect to lost tickets or in respect of tickets wholly or partly not used by a Passenger. We are not responsible for lost or stolen items.
12. The Master of the ship has the absolute right in his sole discretion to refuse passage or service to, to restrain, or put ashore any Passenger conducting himself in a manner which the Master deems to be offensive, or hazardous to himself, or other passengers or property, and no cause of action shall be taken against the Master, the Carrier, the ship, the crew or any agent thereof, for, or on account of the exercise by the Master of his aforesaid rights.
13. The Passenger and, if another, the Purchaser hereof covenant and warrant that he or they, by accepting this Ticket, agree to and are bound by all the stipulations, terms and conditions herein contained in every contingency whatsoever and wheresoever occurring.
14. "A person...interfering with the safe operation of a vessel, so as to endanger the life, limb, or property of a person is liable to the United States Government for a civil penalty of not more than \$25,000..." (Title 46, United States Code, Section 2302(a)). "Activities subject to this penalty may include jumping off a commercial passenger vessel while the vessel is in operation, [or] interfering with

the duties of the master or other crew members...” (Public Law 105-383).