



**Eberle Winery Invites You to Experience An American Adventure Up the
Mississippi River From New Orleans to Memphis: May 4 – May 12, 2018**

REGISTRATION FORM

**Please print and fill out this registration form and
scan back to terroirs.travels@gmail.com or fax to: 805-221-5567**

GUEST #1 NAME _____

DATE OF BIRTH _____ ADDRESS _____

CITY / STATE / ZIP _____

PHONE _____

(PRIMARY) _____ (CELL) _____ EMAIL _____

DRIVERS LIC # _____ EXPIRES: _____ ISSUED AT: _____

EMERGENCY CONTACT (NOT TRAVELING WITH YOU): _____

RELATION: _____

EMERGENCY PHONE: _____

GUEST #2 NAME _____

DATE OF BIRTH _____ ADDRESS _____

CITY / STATE / ZIP _____

PHONE _____

(PRIMARY) _____ (CELL) _____ EMAIL _____

DRIVERS LIC # _____ EXPIRES: _____ ISSUED AT: _____

EMERGENCY CONTACT (NOT TRAVELING WITH YOU): _____

RELATION: _____

EMERGENCY PHONE: _____

DESCRIBE ANY MEDICAL, DIETARY OR ACCESSIBILITY ISSUES: _____

CELEBRATION DATE: _____ BIRTHDAY/ANNIVERSARY/OTHER _____

PLEASE CONTINUE TO PAGE 2 . . .

ALL INCLUSIVE 7 NIGHT/8 DAY JOURNEY ABOARD THE QUEEN OF THE MISSISSIPPI*

***FARES ARE PER PERSON, BASED ON DOUBLE OCCUPANCY,**

AND DO NOT INCLUDE PORT CHARGES OF \$250/PP

***PRICES ARE FOR CRUISE/TOUR ONLY AND DO NOT INCLUDE AIR FARE OR TRAVEL INSURANCE**

**PLEASE
CHECK ONE**

☐ Owners Suite Decks 3 & 4 – \$7,105.00

☐ AAM (Private Balcony) – \$5,900.00

☐ AAC (Private Balcony) – \$5,495.00

☐ AAL (Private Balcony) – \$5,245.00

☐ AAR (Private Balcony) – \$4,820.00

☐ A (Large Opening Window) – \$4,270.00

☐ Single (Private Balcony) – \$6,335.00

☐ Single (Large Viewing Window) – \$5,760

TOTAL DEPOSIT (minimum deposit required \$500/pp) : \$ _____

CREDIT CARD # _____ EXP _____ SECURITY # _____

PRINT NAME AS APPEARS ON CREDIT CARD _____

I AUTHORIZE AMERICAN CRUISE LINES TO CHARGE MY CREDIT CARD _____

I AUTHORIZE FINAL PAYMENT TO BE AUTOMATICALLY CHARGED 90 DAYS PRIOR TO DEPARTURE TO THE CREDIT CARD LISTED. FINAL PAYMENTS NOT RECEIVED BY DUE DATE WILL RESULT IN CANCELLATION OF BOOKING. ALL CANCELLATIONS, AT ANY TIME, WILL INCUR A NON-REFUNDABLE \$250.00 PER PERSON CANCELLATION ADMINISTRATIVE CHARGE

SIGNATURE _____

THE PURCHASE OF TRIP INSURANCE IS STRONGLY RECOMMENDED AT THE TIME OF

BOOKING. CONSULT TERROIRS TRAVELS FOR BEST QUOTES.

(PLEASE NOTE THAT BY NOT PURCHASING INSURANCE, YOU ASSUME ALL RISK OF LOSS)

EBERLE WINERY/TERROIRS TRAVELS/FROSCH RESERVE THE RIGHT TO CORRECT PRICING ERRORS OR OMISSIONS

Cancellation of your cruise package must be received by American Cruise Lines at its office in Guilford, CT in writing. Only written cancellations will be accepted and should be sent certified or registered mail, return receipt requested, or by email to reservations@americancruiselines.com. All cancellations will incur a non-refundable \$250.00 per person Cancellation Administrative Charge.

Our Cancel For Any Reason Protection Plan (the "Plan")* offers the opportunity to receive a refund from American Cruise Lines beyond our standard refund policy. Plan fees are non-refundable. Following is the refund** schedule for any monies received under our standard cancellation terms and with our Cancel For Any Reason Protection Plan:

Days Prior to Cruise Embarkation Date	Standard Terms	With Protection Plan
Up to 91 Days	100%	100%
90-46 Day	50%	80%
45-10 Days	0%	0%
9 Days up to the start of your cruise package	0%	70%***

*The Plan is a cancellation fee waiver offered by American Cruise Lines. This is not insurance.

** All refunds will incur \$250.00 per person charge.

*** Refund issued in Cruise Credits

AIR TRAVEL:

PLEASE INDICATE YOUR PREFERENCE:

☐ YOU WILL BOOK YOUR OWN AIR FLIGHTS

OR

☐ TERROIRS TRAVELS/FROSCH ASSISTANCE WITH CUSTOM AIR SERVICE:

WE CAN ASSIST BOOKING YOUR FLIGHTS THROUGH FROSCH TRAVEL

(A TICKETING FEE WILL APPLY)

PLEASE CONTINUE TO PAGE 3...



We at Terroirs Travels/Frosch strongly recommend that you purchase travel insurance.
Here are 3 top reasons why:

- Some peace of mind
- Protection against the unexpected
- Concern over losing the financial investment in a trip

Travel protection will offer coverage and protection for many things that may occur before and during your trip. Travel protection is now an essential part of a worry-free vacation for the smart traveler.

You have several choices for selecting travel insurance:

- Terroirs Travels/Frosch can provide you with a quote for a policy that is custom fit to your needs through TravelGuard or Allianz.

Contact us at (805) 227 0830

- You can decline travel insurance by indicating so on the following link: https://forms.frosch.com/documents/leisure/Insurance_Waiver.pdf

Your Agreement with FROSCH

Before we finalize arrangements for your flight, hotel, car rental, tour, cruise, or other trip, we require that you sign this form; your signature will signify your agreement with the following terms and conditions:

For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. If you choose to decline insurance, you are assuming any financial loss associated with cancelling or altering your travel arrangements. These often total 100% of the trip cost. However, no representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance.

___ YES, I am interested in purchasing travel insurance, please send me a quote and information about the policy.

Name(s), Date(s) of birth and the US state(s) of residence:

1. _____ DOB _____ US State _____
2. _____ DOB _____ US State _____
3. _____ DOB _____ US State _____
4. _____ DOB _____ US State _____

___ NO, I decline to purchase travel insurance at this time.

Insurance can sometimes be purchased at any time up until 24 hours prior to travel. Let us know if you change your mind, and wish to purchase the insurance. This form is not a final decision. If you do NOT have a US residence address or you are not a US citizen, let us know so that we can look at what options are available to you.

Frosch acts as only a sales agent for any airline, hotel, car-rental company, tour operator, cruise line, or other service provider named in your itinerary (“Suppliers”). We are not responsible for acts or omissions of the Suppliers or their failure to provide services or adhere to their own schedules. We assume no responsibility for and shall not be liable for any personal injury, property damage, monetary loss, accident, delay, inconvenience, or irregularity which may be caused by: (1) wrongful or negligent acts or omissions of the Suppliers; (2) any defect in or failure of any vehicle, craft, equipment, or instrumentality used or provided by the Suppliers; or (3) any wrongful or negligent acts or omissions on the part of any other party not under our control.

Travel arrangements involving airline and cruise components are subject to supplemental price increases that may be imposed by the supplier and/or government even after you have completed your purchase. You hereby consent to any such price increases and authorize your credit or debit card to be used for them. Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and that you may be bound by those contracts regardless of whether you receive notice of their terms. By signing below, you are consenting to those terms and conditions.

We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at destinations, we recommend contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov. For medical information, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel. You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination. You agree that the courts in Houston, Texas will be the exclusive jurisdiction for all claims brought by you or us, and you hereby submit to the personal jurisdiction of those courts.

Client Signature: _____

Client Name: _____ Date: _____

Please complete and fax back to my attention or scan and return as an e-mail attachment.

Agent Name: _____ Fax: _____

Email: _____



CRUISE CANCELLATION PROTECTION

Cancel For Any Reason Protection Plan

IMPORTANT INFORMATION AND TERMS

We want to put your mind at ease from anything that may arise before your cruise with our Cancel For Any Reason Protection Plan (the "Cancel For Any Reason Protection Plan" or "Plan"). We created this Plan to provide you with peace of mind at an affordable price as you prepare for your cruise. We look forward to having you on board, but understand that sometimes the unexpected happens.

This Plan is not insurance. The Cancel For Any Reason Protection Plan is a cancellation fee waiver program provided by American Cruise Lines. It is an addendum to American Cruise Lines' Passenger Contract that replaces the Passenger Contract's standard cancellation terms.

Please read this brochure carefully. If you have any questions about the Plan offered, please contact us at:

TELEPHONE: 1-800-894-8570

EMAIL: CruiseProtection@americancruiselines.com

WHO MAY PURCHASE

Any customer may purchase the Cancel For Any Reason Protection Plan between time of deposit and time of final payment. The Plan may not be purchased after final payment for a cruise package is made or otherwise due.

WHEN PROTECTION BEGINS

The Plan takes effect on the date we receive your Plan payment.

WHEN PROTECTION ENDS

The Plan automatically ends at the start of your Cruise Package or at the time of cancellation, whichever occurs first.

CRUISE CANCELLATION REFUNDS UNDER THE PLAN

If you cancel your cruise, a percentage of all eligible amounts paid will be refunded to you, less the Cancellation Administrative Charge.

- "Eligible amounts paid" are the prepaid Payments that you paid except for the Cancel For Any Reason Protection Plan Fee.
- The Cancellation Administrative Charge is \$250 per person and is deducted from any refund made under the Plan.

Refunds will be made according to the schedule below, based on the number of days between receipt of written notification of cancellation and the embarkation date of your cruise. If the cruise package is cancelled:

REFUND SCHEDULE*

DAYS BEFORE CRUISE EMBARKATION DATE	STANDARD CANCELLATION TERMS	CANCEL FOR ANY REASON PROTECTION PLAN
Up to 91 Days	100% money-back refund	100% money-back refund
Between 90 and 46 Days	50% money-back refund	80% money-back refund
Between 45 and 10 Days	0%	80% money-back refund
9 Days or Less and Up until the Start of Your Cruise Package	0%	70% in Cruise Credits**

*In all cases, refunds are based on the percentage of the eligible amounts paid (defined herein), less the Cancellation Administrative Charge.

**If you have the Cancel For Any Reason Protection Plan and cancel 9 days or less before your cruise embarkation date and up to the start of your cruise package, you will receive a refund in Cruise Credits (instead of a money-back refund) equal to 70% of the eligible amounts paid.

TO CANCEL YOUR CRUISE:

Should you need to cancel your cruise, you must notify us in writing with the information outlined below by emailing reservations@americancruiselines.com or sending a letter to:

American Cruise Lines, Inc.

Attn: Cruise Cancellation Department

**741 Boston Post Road, Suite 200
Guilford, CT 06437**

The email/letter must contain all of the following:

1. Full names for each person being cancelled,
2. Mailing address;
3. Phone number;
4. Email address (if you have one);
5. Booking number; and
6. Cancellation reason (optional - Cancellation reason is for internal reporting purposes only and will not impact your refund).

It is recommended that you also include a copy of your boarding document or invoice. If written notification is provided by a letter, then it should be sent by certified or registered mail, return receipt requested.

For questions, assistance, or to request a cancellation refund form, please call 1-800-894-8570.

DEFINITIONS

In this Plan, "you", "your" and "yours" refer to the customer who has purchased the Cancel For Any Reason Protection Plan.

"We", "us" and "our" refer to American Cruise Lines, Inc.

"Cruise Credits" – each refundable Cruise Credit may be applied against one dollar of a future cruise package purchased by you. Cruise Credits have no cash value, are non-transferable, and must be used for travel within twelve months from the date of issuance.

"Cruise Package" - the scheduled cruise occurring between the embarkation and disembarkation dates printed on your cruise confirmation and any additional tours, hotel nights, or transportation service purchased directly through American Cruise Lines, Inc. which appear on your cruise confirmation receipt.

"The start of your cruise package" – the scheduled start of your travel arrangements purchased from American Cruise Lines (cruise, hotel, ground or air transportation, and/or tour).

"Cancellation" - means the receipt by us of your written

notification by letter or email stating your intention to cancel your Cruise Package, with all required information, before the start of your Cruise Package.

"Cruise Cancellation Protection Plan", "Cruise Cancellation Protection", "Cancel For Any Reason Protection Plan" or "Plan" means the cancellation fee waiver program which, when purchased by you, becomes an addendum to the Passenger Contract between you and American Cruise Lines.

"Cancel For Any Reason Protection Plan Fee" means the nonrefundable cost charged by us and paid by you for the cancellation fee waiver here provided.

"Cruise Confirmation receipt" is the receipt you receive at the time your cruise package is purchased from American Cruise Lines.

"Embarkation date" is printed on your cruise confirmation receipt and means the date on which your cruise is originally scheduled to leave. Embarkation date is based only on the scheduled departure date of your cruise and not any pre-cruise travel arrangements otherwise included as part of your cruise package.

"Eligible amounts paid" are the prepaid Payments that you paid except for the Cancel For Any Reason Protection Plan Fee.

"Passenger Contract" means the Terms & Conditions of Passage issued by us to you, which incorporates the Passenger Information on the American Cruise Lines website (www.americancruiselines.com) in effect as of the date you first pay any fare for the Cruise Package and your Cruise Confirmation receipt.

"Payments" means the cash, check, or credit card amounts actually paid for your Cruise Package, including any deposits made to reserve your cruise package. Cruise Credits, certificates, vouchers, or discounts are not Payments as defined herein.

PROTECTION PLAN TRANSFER

Your Plan can only be transferred to another cruise reserved and paid for by you at least 91 days before the before the cruise embarkation date.

CHANGES TO THE PLAN

The terms of this Plan are subject to change at any time without notice.



Cruise Cancellation Protection

Cancel For Any Reason Protection Plan

We want to put your mind at ease from anything that may arise before your cruise with our Cancel For Any Reason Protection Plan. We created this Plan to provide you with peace of mind at an affordable price as you prepare for your cruise. We look forward to having you on board, but understand that sometimes the unexpected happens. Call to learn more at 1-800-894-8570.



Protection Plan Summary

- **Cancel for ANY reason**
- **Simplified refund**
- **Affordable peace of mind**

This Plan offers the opportunity to receive a refund from American Cruise Lines beyond our standard refund policy. Following is the refund schedule under our standard cancellation terms and with our Cancel For Any Reason Protection Plan.

REFUND SCHEDULE*

DAYS BEFORE CRUISE EMBARKATION DATE	STANDARD CANCELLATION TERMS	CANCEL FOR ANY REASON PROTECTION PLAN
Up to 91 Days	100% money-back refund	100% money-back refund
Between 90 and 46 Days	50% money-back refund	80% money-back refund
Between 45 and 10 Days	0%	80% money-back refund
9 Days or Less and Up until the Start of Your Cruise Package	0%	70% in Cruise Credits

*Refunds are based on the number of days between receipt of written notice of cancellation and the embarkation date of your cruise and are expressed as a percentage of eligible amounts paid. A Cancellation Administrative Charge of \$250 per person is deducted from any refund.

This Plan is not insurance. The Cancel For Any Reason Protection Plan is a cancellation fee waiver program provided by American Cruise Lines. It is an addendum to American Cruise Lines' Passenger Contract that replaces the Passenger Contract's standard cancellation terms.

Eligible amounts paid – are the prepaid payments that you paid **except** for the Cancel For Any Reason Protection Plan Fee.

For information on the Cancel For Any Reason Protection Plan, including the full list of definitions and terms, please contact American Cruise Lines, 1-800-894-8570, or visit www.americancruiselines.com/general-information. Effective Date: May 10, 2017.

AMERICAN CRUISE LINES Terms and Conditions

Terms and Conditions of Passage (the "Contract")

IMPORTANT NOTICE TO PASSENGERS: THIS DOCUMENT IS A LEGALLY BINDING CONTRACT ISSUED BY AMERICAN CRUISE LINES, INC. TO, AND ACCEPTED BY, PASSENGER SUBJECT TO THE TERMS & CONDITIONS BELOW. IT IS IMPORTANT THAT YOU CAREFULLY READ ALL OF THE FOLLOWING TERMS & CONDITIONS, PARTICULARLY SECTION 2, AND SECTIONS 8 THROUGH 10, WHICH LIMIT OUR LIABILITY AND YOUR LEGAL RIGHTS. RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

1. DEFINITIONS; ENTIRE AGREEMENT.

In this Contract "Cruise" means the voyage for which passenger's fare is payable, including all related shoreside excursions; "Vessel" means the vessel for the Cruise and tenders; "ACL" means the Vessel, its owners, operators, employees, agents, and charterers; "Passenger" means all persons booking or purchasing passage under this Contract, including you, persons in their care, and their respective heirs and representatives. The "Passenger Information" on the ACL website (www.americancruiselines.com) (the "Passenger Information") in effect as of the date Passenger first pays any fare for the Cruise is hereby incorporated into this Contract as part of the parties' agreement. This Contract, including the Passenger Information and payment receipts (the "Agreement Documents"), constitute the exclusive agreement between Passenger and ACL and supersede all other agreements, oral or written. If terms in other Agreement Documents conflict with terms of this Contract, this Contract shall control. The terms of this Contract are severable and if any shall be found unenforceable, the remainder shall be enforceable.

2. LIMITATION OF LIABILITY (BAGGAGE, PERSONAL PROPERTY); PROHIBITED ITEMS:

ACL's liability for lost or damaged personal property is limited to the contents of baggage when transferred on or off the Vessel up to a maximum of \$100 per passenger. ACL is not liable for Passenger's lost, damaged, or stolen money, jewelry, electronic equipment (including cameras, computers, ipods, cellphones, etc.) or other items of value, or fragile or perishable items. In no event shall Passenger bring aboard the Vessel or check-in any flammable, explosive, weapon, or any other dangerous or harmful article of any kind, including illegal narcotic or other controlled substance. Animals of any kind may not be brought aboard the Vessel. ACL may refuse to permit Passenger to bring aboard the Vessel any item ACL deems inappropriate.

3. CHANGES IN ITINERARY:

ACL reserves the right to change, cancel or substitute any itinerary, vessel, port of call, schedule, tour, excursion or duration of voyage at any time and for any reason whatsoever without prior notice (including reducing or extending days of voyage or continuing or finishing a voyage via other means of transportation) and shall not be liable for any claim whatsoever by Passenger for such change, including, but not limited to, loss, compensation, or refund, except Passenger shall be entitled to (i) a pro rata refund, calculated on a per day basis, of fare actually paid less applicable fees and charges, if a Cruise is cancelled or terminates early, and (ii) a refund of deposit actually paid to ACL for a tour or excursion, if that tour or excursion is cancelled.

4. SHORESIDE TOURS/SERVICES:

Shoreside or afloat tours or other services (collectively "Tours") arranged by ACL are made solely for Passenger's convenience and are at Passenger's risk. The providers of Tours are independent contractors and are not agents or representatives of ACL. In no event shall ACL be liable for any loss, delay, disappointment, damage, injury, death or other harm whatsoever to Passenger arising out of or related to Tours, or by any airline, hotel, motel, ground carrier or any other provider of services, where utilized and/or offered incidentally to or in conjunction with carriage of Passenger aboard a Vessel.

5. HEALTH; DOCUMENTS; CONDUCT:

Passenger represents and warrants that he/she is fit to travel and that his/her conduct will not impair the safety of the Vessel or him/herself or others, nor inconvenience others. ACL, at its sole discretion, may refuse to carry or may land Passenger at any port, or transfer Passenger to any other means of transport, because of health or physical condition or because of conduct compromising safety of the Vessel or Passenger or others, or inconveniencing others, and Passenger hereby specifically releases ACL and the Vessel from any and all liability for injury or damage connected with the Cruise caused by Passenger's pre-existing illness or disability or misconduct at any time. ACL shall have no responsibility to provide special services or equipment other than services or equipment required by law. Passenger shall comply with any government travel requirements and shall arrive aboard the Vessel by the time fixed by ACL. Passenger shall pay ACL on demand the cost of any loss, expense, damage, or delay, including any fine, penalty, duty, or other charge, sustained by ACL because of any act or omission of Passenger. Passenger agrees to abide by all ACL rules and regulations and all orders and directions given by ACL. Passenger agrees to a reasonable search of his/her baggage, person, and property, and to the destruction, removal or confiscation of any object which may in ACL's sole opinion impair the safety of the Vessel or Passenger or others, or inconvenience others.

6. USE OF PHOTOS, VIDEOS, IMAGES OR RECORDINGS:

Passenger agrees and hereby grants to ACL the exclusive right to photograph, videotape, or otherwise record Passenger while aboard the Vessel, in port, or on Tours and include photographic, video and other visual portrayals of Passenger in any medium whatsoever for the purpose of advertising, publicity, trade or otherwise, without compensation to Passenger, and all rights, title and interest therein (including worldwide copyrights therein) shall be ACL's sole property, free from any claims by Passenger or any person deriving any rights or interest from Passenger. Passenger agrees that he/she will not utilize any tape recording, video, or photograph(s) of him/herself, or any other passenger, crew, or third party aboard the Vessel, or depicting the Vessel, its design, equipment, or any part thereof whatsoever, for any commercial purpose or in any media broadcast, or for any other non-private use, without the express prior written consent of ACL.

7. MEDICAL ASSISTANCE:

Passenger acknowledges ACL is not a medical provider; ACL does not maintain a physician or infirmary on the Vessel; and the Vessel is equipped to provide only basic medical care for first aid to an injured or ill passenger until he/she can be evacuated from the Vessel to a shoreside medical facility, for which availability or evacuation may be limited or delayed due to the nature of sea travel and limitations of ports of call. Any medical services received by Passenger on or off the Vessel are at Passenger's sole risk. Any medical personnel attending to Passenger on or off the Vessel, if arranged by ACL, are provided solely for Passenger's convenience and shall not be deemed acting under ACL's control or supervision. ACL shall have no responsibility for medical care provided ashore or its cost.

8. FORUM SELECTION CLAUSE; CLASS ACTION WAIVER; WAIVER OF JURY TRIAL:

It is agreed by and between Passenger and ACL that all disputes, claims, suits, and matters whatsoever arising under or relating to this Contract or Passenger's Cruise, including travel to, from, and on the Vessel and any and all Tours or excursions ashore (each a "Claim"), shall be litigated, if at all, by Passenger individually and not as a member of any class, even if applicable law provides otherwise, in and before the United States District Court for the District of Connecticut, or as to Claims for which federal courts of the United States lack subject matter jurisdiction, before a court located in New Haven County, Connecticut, U.S.A., to the exclusion of the courts of any other district, county, state or country. ACL and Passenger IRREVOCABLY WAIVE TRIAL BY JURY in any such suit or proceeding. This Contract and any Claim shall be governed by federal maritime law. Passenger hereby consents to jurisdiction and waives any objection of venue or inconvenient forum he/she may have to any such suit or proceeding being brought in the applicable court located in Connecticut.

9. NOTICE OF CLAIMS; WAIVER; LIMITATIONS FOR SUIT; IN REM ACTION:

No lawsuit shall be filed or maintained against ACL for personal injury, illness, or death or for any other Claim unless (i) written notice of such Claim, with full particulars, is delivered to ACL's principal office within six (6) months from the date of the event giving rise to the Claim, and (ii) a lawsuit as to such Claim is filed within one (1) calendar year after the date of the event giving rise to the Claim, and (iii) process for such lawsuit is served upon ACL within 120 days after such lawsuit is filed. If a Claim is for personal injury and claimant is a minor or mental incompetent, or if a Claim is for wrongful death, the foregoing deadlines for a Claim may be tolled until: the date a legal representative is appointed for the minor, incompetent, or decedent's estate or three (3) years after the injury or death, whichever is earlier. Passenger expressly irrevocably WAIVES the benefits of all state or federal laws providing greater limitations periods for Passenger's right to sue. Passenger hereby irrevocably agrees that the posting of a letter of undertaking from any of ACL's insurers shall constitute adequate and appropriate form of security for the immediate release of the Vessel in any in rem proceeding against a Vessel.

10. LIMITATIONS OF LIABILITY:

ACL shall have no liability whatsoever to Passenger for damages for emotional, mental, or psychological distress or injury of any kind when such damages were not (i) the result of physical injury or actual risk of physical injury to Passenger or (ii) intentionally inflicted by ACL. ACL shall not be liable for, and Passenger solely assumes the risk of, injury, death, illness, damage, delay, breach, or other loss to person or property, or any other claim whatsoever by Passenger caused by act of God, war, terrorism, civil commotion, labor trouble, government interference, perils of the sea, fire, thefts or any other cause beyond ACL's reasonable control, or any act not shown to be caused by ACL's sole negligence. Passenger WAIVES all claims for consequential or punitive damages.

INTERNATIONAL CRUISE LINE PASSENGER BILL OF RIGHTS

The Members of the Cruise Lines International Association are dedicated to the comfort and care of all passengers on oceangoing cruises throughout the world. To fulfill this commitment, our Members have agreed to adopt the following set of passenger rights:

1. The right to disembark a docked ship if essential provisions such as food, water, restroom facilities and access to medical care cannot adequately be provided onboard, subject only to the Master's concern for passenger safety and security and customs and immigration requirements of the port.
2. The right to a full refund for a trip that is canceled due to mechanical failures, or a partial refund for voyages that are terminated early due to those failures.
3. The right to have available on board ships operating beyond rivers or coastal waters full-time, professional emergency medical attention, as needed until shore side medical care becomes available.
4. The right to timely information updates as to any adjustments in the itinerary of the ship in the event of a mechanical failure or emergency, as well as timely updates of the status of efforts to address mechanical failures.
5. The right to a ship crew that is properly trained in emergency and evacuation procedures.
6. The right to an emergency power source in the case of a main generator failure.
7. The right to transportation to the ship's scheduled port of disembarkation or the passenger's home city in the event a cruise is terminated early due to mechanical failures.
8. The right to lodging if disembarkation and an overnight stay in an unscheduled port are required when a cruise is terminated early due to mechanical failures.
9. The right to have included on each cruise line's website a toll-free phone line that can be used for questions or information concerning any aspect of shipboard operations.
10. The right to have this Cruise Line Passenger Bill of Rights published on each line's website.

*Cruise specialists are available to take your calls at 1.800.460.4518
8:30am to 8:30pm Eastern Time (5:30pm Pacific Time)