

Terms and Conditions –

Clear Water Cruises, Inc. DBA Clearwater Cruises, Florida Sellers of Travel 11174

1. **DOCUMENTS and PASSPORTS** - Please check your travel documents for correctness when you receive them. Proof of identity is required for all travel. Clearwater Cruises only recommends travel with a current Passport. Without proper identification, such as passport and necessary visas, you will not be permitted to depart. It is your responsibility to verify your necessary travel documents. Call Clearwater Cruises if you have any questions 800-562-0616.
2. **CHECK-IN** - Minimum check-in time varies per cruise departure. Check your travel documents, the carrier web site, or contact the carrier's customer service. Minimum check-in time for domestic flights is 60 minutes, and for international flights is 2 hours. Reconfirm your reservations prior to leaving home, at least 24 hours for domestic and 72 hours for international. Failure to use any reservations may result in automatic cancellation of all continuing and return reservations. Print and carry E-ticket documents. If you have documents for a confirmed reservation the airline must accommodate you on that flight, or if that is not possible they must either find you a substitute flight or pay denied boarding compensation.
3. **PROMOTIONAL FARES** - Most discount fares involve restrictions. From time to time cruise lines offer "guaranteed" category bookings. Booking a "guaranteed" category offers the client the guarantee of at least a specified category with the possibility of an upgrade to a higher category. Clear Water Cruises, Inc. always recommends booking specific categories and cabins when available. Clients who book a "guaranteed" category assume all responsibility for the eventual cabin assignments. When clients choose to book a "guaranteed" category Clear Water Cruises, Inc. in no way promises an upgrade to a specific category, cabin number, cabin type, deck or location.
4. **GROUP PRICE** – Group cruises and tours/packages are usually based on a minimum number of passengers traveling. If the number of passengers falls below the minimum required, a surcharge may be imposed on all passengers, or the tour may be canceled. Tour/ package prices are subject to change without notice due to currency fluctuations, tariff changes or increase in operational costs. Cruise line government fees and taxes are subject to change prior to departure.
5. **CHANGES / CANCELLATIONS / PENALTIES** – Changes or cancellations to cruise, tour, or airline bookings are subject to penalties and restrictions expressed in the carriers' brochures and documents. If your air flights change en route the value of your remaining ticket may be applied to new flights with rates at current tariff. Nonrefundable airline tickets have no exchangeable value. Hotels are usually confirmed on a guaranteed payment basis. If you cancel or change plans you must notify the hotel(s) within the time period specified by that hotel. Clear Water Cruises, Inc. charges a \$100 per person Administrative Fee for canceled bookings. The Administrative Fee, which is covered by travel insurance, is included with your booking, which you either choose to accept, or decline to purchase. If you decline to purchase travel insurance a gift certificate will be provided for the value of the Administrative Fee redeemable on a new booking made within 60 days of the cancellation date.
6. **CARRIER BANKRUPTCIES** – If a carrier (cruise line, tour operator, air line) declares bankruptcy it might continue service, limit service, or stop service completely. The carrier is not obligated to transport you or to refund tickets issued before the bankruptcy. Clear Water Cruises, Inc. is not allowed to refund tickets on carriers which have declared bankruptcy. Money given to Clear Water Cruises, Inc. immediately becomes the property of the carrier, and we are required by laws to forward those funds to the carrier. Purchase of insurance offered by a carrier will not protect you from their default. Credit card purchases may protect you from carrier default. Purchase of travel insurance will, in most cases, protect you from carrier default. Travel insurance as included with your booking, which you either choose to accept or decline to purchase.
7. **DISCLAIMER OF LIABILITY** – Clear Water Cruises, Inc. is acting as an agent for suppliers in selling travel-related services, or in accepting reservation or bookings for services that are not directly supplied by Clear Water Cruises, Inc. (such as air and ground transportation, hotel accommodations, meals, tours, cruises, etc.). Therefore, Clear Water Cruises, Inc. shall not be responsible for breach of contract or any intentional or careless actions or omissions on part of such suppliers, which result in any loss, damage, delay or injury to you or your travel companions or group members. We do not guarantee any such suppliers' rates, bookings, reservations, connections, scheduling, or handling of personal effects. Clear Water Cruises, Inc. shall not be responsible for any injuries, damages or losses caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or

construction failures or difficulties, diseases, local laws, climatic conditions, criminal acts or abnormal conditions or developments, or any other actions, omissions, or conditions outside Clear Water Cruises, Inc. control. Traveler assumes complete and full responsibility for, and hereby releases Clear Water Cruises, Inc. from any duty of; checking and verifying all passports, visa, vaccination, or other entry requirements of each destination, and all safety or security conditions at such destinations, during the length of the proposed travel, and any time thereafter as a consequence of proposed travel. For information concerning possible dangers at international destinations, contact the Travel Advisory Sections of the U.S. State Department. For medical information, call the Centers for Disease Control. By acknowledge of these Terms and Conditions, payment for travel purchases, or embarking upon such travel, the traveler voluntarily assumes all risks involved in such travel whether expected or unexpected. **TRAVELER IS HEREBY WARNED OF SUCH RISKS, AND IS ADVISED TO ACCEPT THE RECOMMENDED TRAVEL INSURANCE.** Traveler's acknowledgment of these Terms and Conditions, submission of payment, retention of tickets reservations or bookings after issuance shall constitute consent to the above and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members.

8. **IMPORTANT NOTICE** - Clearwater Cruises, Inc. and its counselors and independent contractors have endeavored to secure the lowest possible fare, suitable for your travel requirements, based on space available at the time of booking, accessible sources of information, and knowledge of counselors involved. Clear Water Cruises, Inc. cannot guarantee, in view of cruise line and tour operator target promotions, and the deregulation of air fares, that the fare indicated on the invoice will be the lowest possible fare at departure date. PLEASE NOTE – The retention of tickets, reservations or bookings after issuance shall constitute acceptance of all the provisions in the conditions listed hereto, as well as those terms and conditions set forth in the brochures, announcements, and circulars of the carrier(s).