IMPORTANT NOTICE: THE PASSENGER'S ATTENTION IS PARTICULARLY DIRECTED TO PARAGRAPH 12 OF THIS CONTRACT OF PASSAGE, WHICH CONTAINS LIMITATIONS OF LIABILITY AND TIME LIMITS FOR SUITS AND CLAIMS. THIS CONTRACT OF PASSAGE REQUIRES THE USE OF ARBITRATION FOR CERTAIN DISPUTES AND WAIVES ANY RIGHT TO TRIAL BY JURY TO RESOLVE THOSE DISPUTES. PARAGRAPH 12 AND ALL OTHER TERMS AND CONDITIONS OF PASSAGE AFFECT IMPORTANT LEGAL RIGHTS, AND THE PASSENGER IS ADVISED TO READ THEM CAREFULLY. WE RECOMMEND YOU RETAIN THIS CONTRACT OF PASSAGE FOR FUTURE REFERENCE.

THIS IS A CONTRACT. THE FOLLOWING TERMS AND CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE BOAT COMPANY LTD., AN ALASKA CORPORATION, AND THE PASSENGER. PLEASE READ THEM CAREFULLY. IN ACCEPTING THIS CONTRACT OF PASSAGE, THE PASSENGER AGREES THAT HIS/HER PASSAGE IS SUBJECT TO ALL OF ITS TERMS AND CONDITIONS.

1. DEFINITIONS:
   A. The term "Passenger" includes every person named as a participant in your group or family. "Passenger" shall include the plural and the use of the masculine shall include the feminine and vice versa;
   B. The term "Ship" includes the M/V LISERON, M/V MIST COVE or any ship or any other means of conveyance controlled by The Boat Company, which is solely responsible for the maintenance, equipage and operation of the said vessels.
   C. The term "Captain" means the master of the Ship.

2. CRUISE FARE:
   A. Cruise fare includes all normal shipboard services and facilities. The cruise fare does not include airfare, fishing license, float plane excursion, port sightseeing, meals ashore, or gratuities.
   B. All passenger fares are subject to change at any time.

3. NON-TRANSFERABILITY / BINDING EFFECT: This Contract of Passage is valid only for the Agreed Itinerary. It is not transferable to another itinerary. The Terms and Conditions on this Contract of Passage are binding on, and confer benefits to, the Passenger and his/her heirs, successors and assigns. The Passenger represents and warrants that he/she is duly authorized by on behalf of all Passengers (including children) party to this Contract of Passage to agree to all of the terms and conditions of this Contract of Passage and to bind all such Passengers to such terms and conditions.

4. CANCELLATION PRIOR TO EMBARKATION: Cancellation requests must be by telephone or in writing to The Boat Company. If the request is received by The Boat Company prior to December 1st (of the year before you are scheduled to depart), a refund of amounts already paid to The Boat Company (less a $500 per person processing fee) will be made to the party issuing payment. After December 1st, no refund of any funds paid will be issued unless we re-sell your space. In the event of resale, the refund will be limited to the lesser of the purchase price actually paid by the passenger or the amount received by The Boat Company upon resale. Cancellation by the Passenger after the cruise has begun, or early disembarkation of the Passenger for any reason, including pursuant to any provision of this Contract of Passage, shall be without refund, compensation, or liability on the part of The Boat Company whatsoever.

5. BAGGAGE, VALUABLES AND OTHER POSSESSIONS: Each Passenger may bring aboard the Ship a reasonable amount of clothing and personal effects without charge. All baggage must be securely packed and distinctly labeled with the Passenger’s name. Under no circumstances may dangerous articles such as firearms, explosives, oxygen (without prior approval) or combustible substances be taken aboard the Ship. Any such items shall be surrendered to the Captain at embarkation, and may be disposed of at the sole discretion of the Captain. Due to new Federal Rules and Regulations in the interests of safety and security, Passengers and their baggage are subject to inspection with or without the Passenger’s consent or knowledge. Hand baggage, breakables and valuables including but not limited to jewelry, watches, money, precious stones and metals and tickets, must be hand carried by Passengers on and off the Ship; are the full responsibility of the Passenger at all times; and may not be included with check-in baggage. The Boat Company shall not be responsible for the loss of or damage to such items. The Boat Company reserves the right to refuse to permit any Passenger to take on board the Ship any item the Captain deems inappropriate.

Under no circumstances may any illegal controlled substances be brought on board the Ship. Each Passenger understands and agrees that The Boat Company has a zero tolerance policy for illegal activity and shall report such activity to the appropriate authorities.

6. ITINERARY / RIGHT TO CHANGE / DETENTION: The Boat Company reserves the right at its sole option and discretion and that of the Captain of the Ship, at any time and without prior notice and without liability for damages or refund of any kind, to deviate from the Ship's advertised or ordinary itinerary or route, to delay, advance or cancel any sailing, to omit or change ports of call, to arrange for substantially equivalent transportation by another vessel and / or by other means of transportation, to cause the Passenger to disembark from Ship temporarily or permanently, to tow or to be towed or assist other vessels or to perform any similar act which, in its sole judgment and discretion, is justified for any reason.

By way of example, and not limitation, The Boat Company may, without liability, deviate from any scheduled sailing and may otherwise land Passenger and his or her property at any port if The Boat Company believes that the voyage or any Passenger or property may be hindered or adversely affected as a result of hostilities, blockages, prevailing weather conditions, labor conflicts, strikes onboard or ashore, breakdown of Ship, congestion, docking difficulties, medical or lifesaving emergencies or any other cause whatsoever.

The Boat Company may for any reason whatsoever cancel any sailing at any time before departure of the Ship. In such event, The Boat Company's only liability will be to refund the Passenger the amount it has received for the Passage.
The Boat Company shall have the right to comply with any orders, recommendations, or directions whatsoever given by any governmental entity or by persons purporting to act with such authority and such compliance shall not be deemed a breach of this Contract of Passage entitling the Passenger to assert any claim for liability, compensation or refund.

7. OFF VESSEL ACTIVITIES: The Boat Company may conduct certain activities not on board the Ship such as fishing and hiking. The terms and conditions of this Contract of Passage shall apply to such activities and to all other activities undertaken by the Passenger during the cruise or in connection with the cruise. Certain activities will be conducted by The Boat Company in a wilderness environment. By taking part in such activities, the Passenger warrants that he/she is physically and otherwise fit to do so. Participation in these activities requires the passenger to exercise good judgment and care for his/her safety. Passenger understands and accepts that, in his/her sole discretion, the Captain may choose to make some or all activities unavailable to some or all of the passengers.

The Passenger participating in activities or excursions undertaken or offered by The Boat Company assumes the risk of injury, death, illness or other loss in connection therewith and The Boat Company shall not be responsible or liable for any such loss. These activities or excursions may include, but are not limited to fishing, whale watching, kayaking, canoeing, sightseeing, boating, and hiking. The Passenger acknowledges that these activities or excursions may involve dangers or hazards or accidents that can result in personal injury, illness, emotional distress, accident or even death, all of which risks Passenger assumes. Passenger agrees to hold The Boat Company harmless from any and all liability, actions, causes of action, claims or demands of every kind and nature whatsoever that arise out of Passenger’s use of or participation in such activities or excursions.

8. HEALTH AND SECURITY / INDEMNIFICATION BY PASSENGER:

A. The Passenger represents and warrants that the Passenger is physically and otherwise fit to travel and that such travel will not endanger himself or others; that he/she will at all times comply with the Ship's rules, regulations and orders and directions of the Ship's officers; that his/her conduct will not impair the safety of the Ship or inconvenience other passengers.

B. The Boat Company and the Captain of the Ship without liability at any time may refuse to transport or may land any passenger at any port or place, or transfer the Passenger to other means of transportation, because of health or physical condition, mental disorder, failure to abide by Ship regulations, or other causes rendering the Passenger unfit to travel.

C. If the Passenger is refused passage or leaves the Ship prior to the end of the cruise for any reason including, but not limited to, personal, medical or business reasons, The Boat Company will not be required to refund any portion of the Passage price, or to be responsible for any of the Passenger’s costs.

D. The Passenger shall indemnify The Boat Company for all penalties, fines, charges, losses or expenses incurred or imposed upon The Boat Company or the Ship by virtue of an act or violation of law by the Passenger.

E. Any child under the age of eighteen must be accompanied by an adult over the age of twenty-one. In addition, if the adult accompanying this child is not a parent or legal guardian, a “Parental Consent Guardianship Form” must be signed by a parent or legal guardian and received by The Boat Company prior to sailing.

F. The Passenger understands that The Boat Company maintains an Alaska State Liquor License and, as a licensee, is bound to comply with Alaska statutes and regulations. A copy of the license is posted in the ship salon. Alaska law requires that The Boat Company take steps to prevent any drunk or underage passenger from consuming of the alcohol served onboard its vessels. The drinking age in Alaska is 21. By accepting passage with The Boat Company, passengers agree to hold The Boat Company harmless for any property damage they or any member of their party cause involving (1) service or consumption of alcohol by a drunk person, or (2) service or consumption of alcohol by an underage person.

9. NON-LIABILITY FOR ACTS OF INDEPENDENT CONTRACTORS / SHORE TOURS:

A. Tours, including pre-cruise, post-cruise and other shore excursions, including hotels, restaurants and transportation, whether by vessel, air, rail, land or other means, not owned or operated by The Boat Company, are not under the operation or control of The Boat Company, and The Boat Company makes no representation of any kind as to them, and takes no responsibility for them.

B. The Passenger shall have no right to any refund and The Boat Company shall have no obligation or liability of any kind to the Passenger for acts or omissions in connection with or arising out of arrangements with the independent contractors since they are not agents or employees of The Boat Company.

C. The Boat Company shall not be required to refund any portion of the Cruise Fare paid by any Passenger who fails for any reason to be on board the Ship by the Embarkation Cut-Off Time applicable to the Agreed Itinerary, and shall not be responsible for lodging, meals, transportation or other expenses incurred by Passenger as a result thereof.

10. NON-LIABILITY FOR MEDICAL TREATMENT: The Boat Company does not employ medical personnel or maintain health care facilities or a pharmacy on board the Ship. Due to the nature of travel in Southeast Alaska, the availability of medical care may be limited or delayed and medical evacuation cannot be guaranteed from the Ship while underway. Passengers are advised to bring with them sufficient supplies of whatever medications or medical supplies they anticipate will be required for their individual needs during the voyage. The Boat Company does not undertake to treat or care for the Passenger medically, to advise the Passenger with respect to medical treatment or care, or to make referrals to health care providers. The Passenger assumes full responsibility for his/her own medical treatment and care, including the cost any medical services, medications, and supplies. The Boat Company shall not be liable for any medical treatment rendered to the Passenger. The Passenger hereby consents to treatment by a physician designated by The Boat Company if subsequent to embarkation the Passenger is unable to request or authorize such treatment and in the opinion of the Ship's captain needs medical attention.

11. NO GENERAL AVERAGE: Passengers shall neither pay nor receive any general average contribution with respect to any property.
12. CLAIMS AGAINST THE BOAT COMPANY

A. LIABILITY LIMITATIONS:

1. LOSS OF OR DAMAGE TO PROPERTY: The total value of the luggage, valuables and other personal belongings of a Passenger aboard the Ship shall be not deemed to exceed the amount of U.S. $200 per Passenger, and The Boat Company liability, if any, for loss of or damage to such belongings is limited to a maximum of U.S. $200 per Passenger. The Boat Company makes no special provisions for valuables brought on board the Ship.

Personal belongings lost while unattended in public lounges or other public areas, whether on board the Ship or elsewhere, are not reimbursable.

All settlements will be made on the basis of actual cash value or repair cost as appropriate arising from the loss or damage. Proof of actual cash value or repair cost must be sent to The Boat Company. The Boat Company's liability must also be proven before any settlement will be paid. Under no circumstances shall The Boat Company be liable for consequential, indirect or punitive damages.

2. OTHER CLAIMS NOT INVOLVING BODILY INJURY OR LOSS OF LIFE. The Boat Company shall not be liable for property damage and non-bodily injury or loss of life related claims caused by, without limitation, act of God, terrorism, civil commotion, labor trouble, government interference, perils of the sea, fire, theft, or any other cause beyond The Boat Company's reasonable control or any act not shown to be caused by The Boat Company's negligence. The Boat Company is not liable for consequential damages, or non-economic loss, such as emotional distress, mental suffering or psychological injury in connection with property damage or non-bodily injury or loss of life related claims. The limits of The Boat Company's liability for property and non-bodily injury or loss of life related claims, whether arising in tort, contract or breach of warranty, shall not exceed the cruise fare charged to and paid by the Passenger. Under no circumstances shall The Boat Company be liable for consequential, indirect or punitive damages.

3. CLAIMS INVOLVING BODILY INJURY OR LOSS OF LIFE. The maximum total liability, if any, of The Boat Company resulting from the loss of life or injury to the Passenger shall not exceed the amount permitted by law. The Boat Company shall not be liable for bodily injury or loss of life caused by, without limitation, act of God, terrorism, civil commotion, labor trouble, government interference, perils of the sea, fire, theft, or any other cause beyond The Boat Company's reasonable control or any act not shown to be caused by The Boat Company's negligence. The Boat Company shall not be liable for unintentional infliction of emotional distress, mental suffering, or psychological injury, unless such injury was the result of a physical injury, or risk of physical injury, caused by the negligence or fault of a crew member or manager, agent, master, owner or operator. In addition to all of the restrictions and exemptions from liability provided in this Contract of Passage, The Boat Company shall have the benefit of all Statutes of the United States of America providing for limitation and exoneration from liability and the procedures provided thereby, including but not limited to Statutes of the United States of America as set forth at 46 USC Sections 30501 through 30509 and 30511; nothing in this Contract of Passage is intended to nor shall operate to limit or deprive The Boat Company of any such statutory limitation of or exoneration from liability, or of the benefits of any statute or law of any country which might be applicable providing for exoneration from or limitation of liability. Under no circumstances shall The Boat Company be liable for consequential, indirect or punitive damages.

B. NOTICE AND TIME FOR ASSERTING CLAIMS:

1. CLAIMS FOR LOSS OR DAMAGE TO PROPERTY: A written claim for loss of or damages to baggage, valuables and other bodily belongings, and an explanation of the bases for the claim, must be submitted to The Boat Company before the Passenger leaves the debarkation area to enable The Boat Company to investigate any damage and to conduct a search for claimed lost articles. The Passenger waives and releases his/her right to assert any such claim unless notice is given as provided in paragraph (B)(2) of this section and a demand for arbitration is made within six (6) months of debarkation.

2. OTHER NON-BODILY INJURY OR LOSS OF LIFE RELATED CLAIMS: Notice of intent to file paragraph (B)(1) and all other non-bodily injury or non-loss of life related claims, and an explanation of the bases for the claim, must be submitted to the Boat Company in writing as soon as they arise, but in no event later than 90 days following debarkation. The Passenger waives and releases his/her right to assert any such claim unless notice is given as provide in this section and a demand for arbitration is made within six (6) months of debarkation.

3. CLAIMS FOR BODILY INJURY OR LOSS OF LIFE: Any incident or accident resulting in bodily injury or loss of life to the Passenger must be reported immediately to a ship’s officer. Notice of intent to file a claim for bodily injury or loss of life, and an explanation of the bases for the claim, must be presented to The Boat Company in writing within 6 (six) months of the incident or accident. The Passenger waives and releases his/her right to assert any claim for bodily injury or loss of life unless notice is given as provided in this section and arbitration is demanded or suit filed in a court of competent jurisdiction within one (1) year from the date of the incident or accident giving rise to the claim. If suit is filed, each party shall bear its own attorneys' fees and costs, regardless of outcome.

C. ARBITRATION

The exclusive remedy for all claims against The Boat Company, disputes and matters whatsoever arising under, in connection with or incident to this Contract of Passage, other than claims for loss of life or bodily injury arising from the negligence or fault of The Boat Company or its servants, shall be binding arbitration in Juneau, Alaska under the Rules

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of the American Arbitration Association, which are deemed to be incorporated herein by reference. In any such proceeding, the costs of arbitration shall be borne equally by the parties, and the parties shall each pay their own attorneys fees and costs, regardless of outcome.

D. FORUM SELECTION CLAUSE FOR ALL LAWSUITS

Except as provided in paragraph 12.C with regard to claims subject to binding arbitration, it is agreed between the Passenger and The Boat Company that all disputes and matters whatsoever arising under, in connection with or incident to this Contract of Passage, cruise, or transport, shall be litigated, if at all, in and before the United States District Court for the District of Alaska located in Juneau or Anchorage, Alaska, U.S.A. (or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in Juneau, Alaska, U.S.A.) to the exclusion of the courts of any other state, territory or country. Passenger hereby consents to jurisdiction and waives any venue or other objection that he may have to any such action or proceeding being brought in the applicable court located in Juneau or Anchorage, Alaska.

E. IN REM PROCEEDINGS

In the event of an in rem proceeding against the Ship, Passenger hereby irrevocably agrees that the posting of a letter of undertaking from any of The Boat Company's insurers shall constitute an adequate and appropriate form of security for the immediate release of the Ship in lieu of arrest.

13. FORCE MAJEURE: The Boat Company shall not be liable in any way to the Passenger for loss of life, injury, illness, damage, delay or other loss or detriment to person or property or for The Boat Company's failure to commence, perform and/or complete duty owed to the Passenger if such loss of life, injury, illness, damage delay or other loss or detriment to person or property is caused by Act of God, war or warlike operations, terrorist activities, civil commotion, labor difficulties, whether or not The Boat Company is party thereto, interference by authorities, requisitioning of the Ship, political disturbance, inability to secure or failure of supplies, perils of the sea, collision, foundering of the Ship, fire or any other cause whatsoever beyond the reasonable control of The Boat Company.

14. CHOICE OF LAW / LIMITATION OF LIABILITY: This agreement and all other rights and duties of Passengers and of The Boat Company will be construed in accordance with the general maritime law of the United States. The Boat Company shall be entitled to the maximum protection allowed by law, including any statutory protection as to the amount of damages recoverable. In no event, however, will The Boat Company be liable for any damage, loss, injury or loss of life not caused by negligence or fault of The Boat Company. Should the limitations of liability and the requirements for notice of claims and filing of suit set forth in this Contract of Passage, or as contained in the laws of the United States, be held not to apply with respect to claims for loss of or damage to baggage and other bodily property or bodily injury or loss of life, then the limitations of liability as contained in the Athens Convention shall apply.

15. INTERPRETATION: Should any provision of this Contract of Passage be contrary to or invalid by virtue of the law of any jurisdiction or be so held by a court of competent jurisdiction, such provision shall be deemed to be severed from this Contract of Passage and of no force and effect and all remaining provisions herein shall continue to be in full force and effect. The headings of this Contract of Passage are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Whenever the context so requires, references to the male gender shall include references to the female, and references to the singular shall include the plural and vice versa.

16. WRITTEN NOTICES: Except as otherwise expressly provided in this Agreement, all written notices required by this Contract of Passage must be mailed, postage paid, to The Boat Company, P.O. Box 1839, Poulsbo, Washington, 98370.

17. USE OF PHOTOS, VIDEOS OR RECORDINGS: Passenger hereby grants to The Boat Company (and its assignees and licensees) the exclusive right throughout the universe and in perpetuity to include photographic, video, audio and other visual or audio portrayals of Passenger taken during or in connection with the Cruise (including any images, likenesses or voices) in any medium of any nature whatsoever (including the right to edit, combine with other materials or create any type of derivative thereof) for the purpose of trade, advertising, sales, publicity, promotional, training or otherwise, without compensation to the Passenger. Such grant shall include the unrestricted right to copy, revise, distribute, display photographs, images, films, tapes, drawings or recordings in any type of media (including but not limited to the Internet). Passenger hereby agrees that all rights, title and interest therein (including all worldwide copyrights therein) shall be The Boat Company's sole property, free from any claims by Passenger or any person deriving any right or interest from Passenger.

Passenger hereby agrees that any recording (whether audio or video or otherwise) or photograph of Passenger, other guests, crew or third parties onboard the Ship or depicting the Ship, its design, equipment or otherwise shall not be used for any commercial purpose, in any media broadcast or for any other non-private use without the express written consent of The Boat Company. The Boat Company shall be entitled to take any reasonable measure to enforce this provision.

18. SEVERABILITY: Any provision of this Contract of Passage that is determined in any jurisdiction to be unenforceable for any reason shall be deemed severed from this Contract of Passage in that jurisdiction only and all remaining provisions shall remain in full force and effect.