

# PASSENGER TERMS AND CONDITIONS

This agreement sets forth the terms and conditions which are applicable to transportation aboard the Seldovia Bay Ferry. By requesting passage aboard the Ferry, you will be deemed to have agreed to be fully and legally bound by this agreement.

For purposes of this agreement, "you" and/or "passenger" means you, the person aboard or to be aboard the Ferry, as well as any children you wish to bring aboard, and "Company" means the Seldovia Village Tribe, Seldovia Native Association, Inc., Seldovia Bay Ferry, LLC, Kachemak Voyager, LLC, HMS-PACNAV, Inc. and Hornblower Marine Services, Inc., who own, manage and operate the Ferry, their respective affiliated and parent business entities and the owners, directors, employees and agents of each of the foregoing, as well as the Ferry and its crewmembers.

**THIS AGREEMENT IS A LEGALLY BINDING CONTRACT; IT PLACES CERTAIN RESPONSIBILITIES UPON YOU AND AFFECTS YOUR LEGAL RIGHTS, SO PLEASE READ IT COMPLETELY AND CAREFULLY.**

**1. Responsibilities of Passengers:** As passenger, you are responsible for boarding the Ferry at the scheduled time and for compliance with all safety and other rules provided by Company in writing or verbally, including at the office, ticket booth and Ferry. All travel arrangements to/from the Ferry, and associated costs, are your separate responsibility. You are also responsible for having a current, valid identification upon boarding the Ferry, and by requesting passage you warrant that you are sufficiently healthy and fit to ride safely on the Ferry and make the voyage. Children must be with and under the constant supervision of an adult at all times, and must not disturb the crew or other passengers. Company does not discriminate against anyone on the basis of disability and accommodates the needs of persons with disabilities, to the extent the same is possible; there are certain physical limitations aboard the Ferry, however, so if you have any disability you must advise Company in advance and before boarding.

**2. Rights of Company:** Company has the right to change the Ferry schedule and/or services, deviate to save life or property at sea, embark/disembark passengers, take fuel, supplies or stores, effect repairs, or otherwise as necessary in the judgment of Company. Company may refuse to transport and/or land any passenger at any time, at any port/place. Company shall not be responsible for any delay or inability to perform caused by events beyond its ability to control. COMPANY MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE FERRY OR SERVICES BEING PROVIDED, EXPRESS OR IMPLIED.

**3. Passenger Baggage/Property:** You may bring personal carry-on items and luggage aboard the Ferry, subject to Company rules. Carry-on items are allowed at no additional charge, but Company reserves the right to declare any such item too large and/or unsafe, and require it to be placed in the luggage room or checked. Checked luggage shall be subject to an additional charge at boarding. Company shall be liable for loss/damage to your carry-on items, luggage and other personal property, carried-on, in the luggage room and/or checked, only to the extent caused directly by its negligence or other legal fault and only up to the total limit of one hundred dollars (\$100) for all such items a passenger. This limit shall apply to all such items you bring aboard the Ferry, regardless of value. Firearms and other hazardous/dangerous materials/items may be allowed but only in limited amounts and subject to Company rules. In no event shall you be allowed to carry-on, check or otherwise transport any controlled/prohibited substances or any illegal items. (NOTE: The foregoing provision does not apply to property which you have requested and the Company has agreed to transport separately as cargo, as to which Company's Cargo Terms and Conditions shall be applicable.)

**4. Passenger Injury:** Company shall not be liable for any claim for or arising out of any bodily injury, illness or death unless the same is shown to have been caused directly by Company's negligence or other legal fault during the voyage, with the person making such claim to have the burden of showing that the negligence or other legal fault of Company did directly cause the injury, illness or death. Company shall not be liable for the infliction of any type of emotional distress, mental suffering or psychological injury which was not: (a) the result of physical injury directly caused by the negligence or other legal fault of Company; (b) the result of having been at actual risk of physical injury, with such risk directly caused by the negligence or fault of Company; or (c) intentionally inflicted by Company. Company shall not be responsible for any bodily injury, illness or death which was caused in whole or part by you and/or any other passenger, regardless of whether the negligence or other legal fault of Company caused or contributed to the same.

**5. Passenger Claims:** In the event of any accident, loss, damage, injury, illness or other potential claim against Company, immediately following the underlying event you must notify a Company representative (including a crewmember) and you must thereafter cooperate fully with respect to any Company investigation. You must also submit a claim in writing to Company's main office within three (3) days from when the voyage ended, with such written claim to have full details and particulars, or you will have forever waived all your rights to make any such claim. In addition, any lawsuit against the Company must be filed within one (1) year from when the voyage ended, or you will have forever waived your right to bring any such lawsuit.

**6. Limitations upon Liability:** Company shall not be liable for any consequential loss or damage of any type or nature whatsoever, regardless of how caused and foreseeability. Nothing herein shall be construed so as to deprive Company from the benefit of any limitation of or exoneration from liability afforded to vessel owners at law, in equity or otherwise.

**7. Law and Venue:** This agreement shall be governed by the general maritime law of the United States and by the laws of the State of Alaska to the extent there is no applicable general maritime rule of law. Any lawsuit arising out of relating to this agreement must be brought in Anchorage, Alaska, with the parties hereby consenting to the exclusive jurisdiction of said courts and the appropriateness and convenience of said venue and agreeing that the substantially prevailing party shall recover its reasonable legal fees and costs.

**8. Integration and Modification:** These terms and conditions constitute the entire agreement of the parties and supersede all prior and contemporaneous agreements, written and oral. The headings used above are for convenience of reference and are not substantive. These terms and conditions are severable; the unenforceability of any one provision shall render it severed but shall not impair the enforceability of any other provision. This agreement shall not be modified except through a writing signed by both parties.