LIABILITY CLAUSE

The tour operator and its agents act only as agents for passengers in all matters pertaining to transportation, accommodations or other services not provided by ETICA-Metropolitan Touring. As agents, all tickets, exchange orders or vouchers issued by them subject to any and all terms and conditions under which such means of transportation, accommodations or other services are offered or provided. The booking agent, airlines involved and general agent will not be liable for any vehicle furnished by any such other party, firm or corporation in carrying out or failing to carry out arrangements previously agreed upon, not for the negligent misconduct of any such other party, firm or corporation in providing or failing to provide, are not to be held responsible or any act, omission or event during the time passengers are not on board their conveyance. The passenger contract in use by the airlines concerned, when issued, shall constitute the sole contract between booking agent, airline general agent and the purchaser of these and/or passengers.

TERMS AND CONDITIONS

1. The carriers obligations to her passengers are regulated solely by the terms and conditions of this ticket. Passage on the carrier vessels is granted solely under the terms and conditions of this ticket. All rights, exemptions from liability, defenses and immunities of the carrier under this contract shall ensure to the benefit of the carriers servants, agents and independent contractors and for the purposes of this clause the carrier shall be deemed to be acting as agent and trustee for such servants, agents and independent contractors and all such persons shall to this extend be deemed to be parties to this contract. Acceptance to passage on the vessels bye the passenger, binds the passenger to all terms and conditions of this ticket.

2. If this ticket contract is bought in the name of a third person to be the beneficiary, this person is also obliged to all clauses and conditions contained in this contract.

3. This ticket contract is not transferable.

4. Only possessions and delivery of this ticket contract gives right of transportation.

5. The value of this ticket transmits legally to carrier form the moment passenger boards the ship, and thus sum can be kept by carrier under any circumstances or future contingency.

6. If passenger does not use this ticket or transportation contract on given date for trip and on the ship stipulated, except if fault is due to the carrier, passenger will lose all rights for future claims. Equally, passenger will lose such rights and the ticket will be considered void and without value if lost, stolen or destroyed.

7. If ship cannot sail because of force majeure or unexpected events, and the total cruise is canceled, the total amount of the ticket will be reimbursed except the commissions to agents and expenses incurred.

8. The carrier shall not be liable for delay or inability to perform this contract by reasons of strikes or industrial action, mechanical breakdown, fire, explosion, collision or damage to the hull or machinery or accommodations and fittings of the ship, war, riot, civil commotion, inability to obtain supplies and other supplies and other circumstances beyond the control of the company including answering any distress call or any action necessary to save or preserve life at sea. The carrier may, due to circumstances of force majeure or unexpected events, vary the time or day of departure of the ship or equally, alter the program without advanced notice for the above mentioned reasons including changing weather and wildlife nesting habits, ship’s and passenger’s safety, National Park regulations and technical reasons. Regarding circumstances as above give no right for claims from passengers.

9. At any time either before or after the commencement of the voyage the carrier may substitute the vessel named on the face of this ticket by any vessel whatever owned by the carrier’s company or not, and the terms and conditions of this ticket will apply notwithstanding the substitution of vessel.

10. The carrier does not accept any liability whatsoever and however arising in respect of the passenger of his baggage and belongings while being carried on or in any conveyance (including vessel’s tenders) other than the vessel, irrespective of whether or not the contract of carriage contained in this ticket includes a transit by such conveyance.

11. It is forbidden to carry on one’s person or luggage, object or materials of any nature, that can be considered explosive, inflammable, or dangerous to the security of passengers, crew or ship. It is equally forbidden to carry or introduce weapons, even those for sports purposes, unless they are put in custody of the Captain of the ship.

12. The carrier will not be held responsible for the loss of money, jewels or other valuable objects, whatever the circumstances under which this occurs, if they have not been deposited by the passenger in the charge of the ship’s Manager, or whoever is in his place, to be kept in a safe place. For all these objects and valuables the
passenger will obtain a receipt.

13. The carrier will be responsible only for the amount of US$100 for loss or damage of passenger’s first class luggage that is not insured by an Insurance Company.

14. Passengers using the services of the ship’s surgeon, physician, barber, hairdresser, manicurist, or other personal services, receiving medical or other supplies connected with these services, or using athletic or recreation equipment including snorkeling gear, do so at their own sole risk and expense, without any responsibility whatsoever of the carrier.

15. Passengers at their own risk and options may elect to participate in shore visits, excursions, boat trips, and visits to islands by the vessel’s tenders, which may be offered during the cruise. The carrier is not responsible for any injury, accident or damage howsoever caused, incurred by the passenger or his belongings including any kind of photographic or video equipment, during the said periods or during embarkation to and from the vessel’s tenders.

16. The carrier will not be held responsible, in any way, for any accident that may occur to passenger, unless passenger can prove accident was caused by the lack of due diligence of the carrier.

17. LIABILITY OF THE CARRIER
Passenger acknowledges that there are certain unavoidable risks to Passenger and property associated with expedition travel, including among others, collisions of ships or other vehicles; illnesses caused by consumption of food and beverages; slip and fall due to motion of the sea, civil unrest or terrorism; forces of nature such as weather; breakdown of equipment; and overexertion. Passenger understands and acknowledges that full medical facilities are not available aboard ship or in the Vessel's ports of call, to deal with certain medical injuries that may arise. Passenger understands the pricing of this cruise ticket is based upon the assumption of these risk by passenger. Therefore, passenger hereby releases the carrier and the vessel from any liability for personal injuries, illness or death, or loss of or damage to property, occurred during or as a result of the voyage, including onboard ship, on zodiacs, on land, except as a result of the sole negligence or carrier. Passenger further agrees that passenger will participate in special activities such as snorkeling and kayaking, only to the extent of passenger’s physical ability and qualification by experience and agrees to assume all the risks of such activities, as well as all risks arising out of passenger’s personal medical condition prior to the voyage, whether or not disclosed to the carrier.

1.a.- The carrier is not liable for consequential and indirect damages or for damages arising from delays howsoever caused.

2.b.- The Liability of the carrier is restricted to the period in which the passenger and/or luggage is actually in the ship. All other transportation and associated services are at sole risk of the passenger. The acceptance of money relative to such services does not constitute acceptance of liability by the carrier.

18. Every passenger is subject to the orders and means of security imparted by the captain of the ship or his representative, according to the laws of navigation.

19. Persons that suffer or are suspected of suffering physical or mental illnesses that may endanger health, security or comfort of their persons and other passengers may be forbidden to board ship by decision of the ship's Captain.

20. All minors may be accepted on board at the sole risk and sole responsibility of their custodians/accompanying adult(s) only.

21. The carrier will not be liable for any claim whatsoever of the passenger or any person entitled to act on the passenger’s behalf unless written notice thereof with full particulars is given to the carrier or his agents within 14 days of termination of the voyage, and suit is filed within one year of the date of the occurrence of the cause giving rise to the alleged claim. All/any claim submitted outside the said period will be deemed to be time barred.

22. JURISDICTION
All disputes under this ticket shall be decided exclusively by the Guayaquil courts according to the Ecuadorian law to the exclusion and limitations of the law or courts of any other country.

23. The word “carrier” contained in these conditions means and includes the ships’ owning company, the ship’s managing company, the ship’s owner, the ship’s manager and charterer. The term “vessel” means the vessel named on the face of this ticket or any vessel which is substituted thereof. The term “passenger” shall include the person(s) for whom this ticket is issued and any person or persons who may travel or intend to travel by virtue thereof.