

# Terms And Conditions Of Passage And Important Information

## TERMS AND CONDITIONS OF PASSENGER CONTRACT

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS, WHICH GOVERN ALL DEALINGS BETWEEN YOU AND CARRIER AND CONTAIN CERTAIN LIMITATIONS ON CARRIER'S LIABILITY.

### 1. GENERAL.

The transportation of Passengers and baggage on board the DELTA QUEEN®, the MISSISSIPPI QUEEN® and/or the AMERICAN QUEEN® (hereinafter "Steamboat" and/or "Steamboats") is governed by these Terms and Conditions of Passage, the Terms and Conditions printed on the Invoice/Confirmation (the "Confirmation"), which will be sent to You approximately one (1) week after your reservation is made, and the Passenger Ticket Contract (the "Ticket"), which will be sent to You approximately four (4) weeks prior to your vacation. The Ticket and the Confirmation restate in part and incorporate by reference all of the Terms and Conditions stated herein. In the event of any conflict between these Terms and Conditions and the Confirmation, Ticket, any advertisement or offer, and/or the oral or written representation of any representative of Carrier, these Terms and Conditions shall control. Your acceptance or use of the Ticket or payment of deposit or full fare constitutes agreement to these Terms and Conditions, which include limitations and exonerations of the liabilities and obligations of Carrier. You should read and understand these Terms and Conditions carefully before making a deposit or accepting or using the Ticket.

### 2. DEFINITIONS.

The terms "You" and "Passenger" refer to any and all person(s) named on the front of the Confirmation and/or the Ticket, and include all children or others under the care or control of the named person(s). The Ticket is valid only for the named Passengers. The term "Carrier" includes the Delta Queen Steamboat Company, Inc., its parent and affiliated entities, the Steamboats, the Steamboats' owners, charterers, operators, agents, and master and crew, any substituted or connecting ship, the owners, charterers and operators of any such ship, and all launches belonging to any such ship or owned or operated by the owners, charterers or operators. The term "Vacation Package" means any Cruise, hotel, car rental, or air package purchased from Carrier. The term "Cruise" means the voyage from port of embarkation to the port of disembarkation.

### 3. INFORMATION SUBJECT TO CHANGE.

Accommodations and fares will be confirmed with your Confirmation. Verbal quotations will not be honored. Carrier reserves the right to change all fares and other charges, prices, schedules, ports of call, hours of arrival and departure, and all other information appearing in this or any other publication without prior notice. Carrier may change a stateroom assignment or Steamboat at any time. If Carrier assigns Passenger a higher stateroom category, there will be no charge for the upgrade. If Carrier assigns Passenger a lower stateroom category, Carrier will refund the difference in Cruise fare, except when downgrade is made at Passenger's request. Such a refund discharges Carrier of any liability for such reassignment.

### 4. DEPOSIT, FINAL PAYMENT.

For confirmation of individual reservations, a deposit of \$300 per person is due within seven (7) days from the date of reservation. Failure to pay in a timely manner will result in the cancellation of the reservation. The balance of the Cruise and/or Vacation Package fare is due ninety (90) days before departure date, and all reservations not fully paid at such time will be canceled and subject to the cancellation provisions set forth in paragraph 7 below. Carrier accepts agency or personal checks and most major credit cards. No agency or personal checks will be accepted less than fifteen (15) days before departure date. Reservations made ninety (90) days or less before departure date will require payment in full by credit card at the time of booking, plus a document shipping fee.

### 5. ADDITIONAL COSTS.

The Cruise fare only includes passage, food and accommodations unless otherwise indicated in writing in the Confirmation. The Cruise fare does not include gift shop purchases, shore excursions, alcoholic or special beverages, miscellaneous extras and optional personal services provided by independent contractors. Unpaid amounts for such additional charges must be paid prior to disembarkation.

### 6. ADVANCE PURCHASE PROGRAM.

Carrier offers certain promotions through its Advance Purchase Program, which provides discount fares as an incentive for early booking. All Advance Purchase offers are capacity controlled, subject to availability and may change at any time without notice. Savings may decrease or be closed for specific stateroom categories, Cruises and/or Vacation Packages. Advance Purchase offers cannot be combined with any other special offer, and certain Cruises and Vacation Packages are excluded from the Advance Purchase Program. Further restrictions apply. Please contact your Travel Agent or Carrier's Reservation Department for further information.

### 7. CANCELLATION POLICY.

Should you need to cancel your Cruise or Vacation Package, You or your Travel Agent should contact Carrier's Reservations Department. Carrier reserves the right to cancel all bookings for which final payment is not received ninety (90) days prior to the departure date. All cancellations are subject to a \$25-per-person administrative fee and the following charges:

- Cancellations received ninety (90) days or more before departure date: Passenger will be refunded entire Cruise and/or Vacation Package fare including deposit, but not travel insurance premium.
- Cancellations received 89-46 days before Commencement Date: Passenger will be refunded 50% of Cruise and/or Vacation Package fares.
- Cancellations received forty-five (45) days or fewer before Commencement Date: No refund; Passenger will forfeit 100% of all money paid.

No refund will be made in the event of interruption or cancellation by the Passenger after departure date, or for a Passenger who must leave the Cruise and/or Vacation Package prematurely for medical or any other reason. In the event You change or cancel airfare booked through Carrier, You may be subject to an additional charge. All appropriate refunds will be made directly to the Passenger, to the Passenger's credit card account or through the Passenger's Travel Agent. Carrier is not responsible for refunds by Travel Agents to Passenger. Carrier recommends the purchase of Passenger Protection Insurance at the time of booking (see next page for details).

### 8. MEDICAL ATTENTION AND SPECIAL NEEDS.

By boarding the Steamboat, You represent that You are physically and otherwise fit to travel. If You would like to request accommodations for Passengers with disabilities, please advise Carrier of any special needs at the time of booking. This will allow our crew to better serve You. Certain safety regulations (raised thresholds, for example) may cause minor difficulty for the mobility impaired. Increased wheelchair-accessible accommodations are available on the MISSISSIPPI QUEEN and the AMERICAN QUEEN, which have elevators and hallways that aid convenience. However, the DELTA QUEEN, a National Historic Landmark, was constructed in 1927, and it has no elevators. Mobility-impaired passengers may find it difficult to traverse the DELTA QUEEN. Carrier reserves the right to refuse or revoke passage to anyone who is, in the sole judgment of Carrier, physically or mentally incapable of traveling on the Steamboat or who may require care beyond that which Carrier can reasonably provide. No medical facilities, personnel or treatment of any kind is available on board any of the Steamboats. In an emergency, professional medical assistance may take several hours to reach the Steamboat. Please bring along any prescribed medicine and all necessary items for your comfort. If, in the opinion of Carrier, Passenger is in need of medical assistance and is unable to request it, Passenger hereby consents to and accepts treatment from any available physician or medical personnel.

### 9. ARRIVAL—BAGGAGE, VALUABLES AND POSSESSIONS.

Passengers should arrive at least two (2) hours before scheduled sailing. Baggage is limited to two (2) pieces per person (other than carry-on luggage) and should otherwise comply with airline restrictions. Carrier's liability for loss of or damage to property of Passenger is limited to \$250 per Passenger, unless a higher value is declared by Passenger in writing and Passenger pays a fee equal to 3% of the true value declared in excess of \$250 to Carrier prior to boarding the Steamboat, in which case Carrier's liability will be limited to the true value declared not to exceed \$5,000. All settlements will be made based on actual cash value (replacement cost less depreciation) up to the \$250/\$5,000 limits of liability. Carrier is not responsible for loss or damage caused by airlines or the independent tour operators who handle transfer arrangements, and any such loss, damage or delays incurred should be reported directly to the airline or tour operator involved. Carrier recommends the purchase of Passenger Protection Insurance at the time of booking (see next page for details).

### 10. SUBSTITUTION, CANCELLATION, DELAY OR DEVIATION OF CRUISE.

Carrier reserves the right, at its sole option and discretion and that of the Captain of the Steamboat, without notice and without liability for damages or refund of any kind, to substitute Steamboat, to delay, advance, cancel or change any sailing, to omit or change ports of call, to otherwise deviate from the advertised or ordinary route, to deny Passenger a stateroom even if Passenger has a confirmed or guaranteed reservation, and to cause Passenger to disembark from the Steamboat temporarily or permanently. Under such circumstances, Passenger shall have no claim for damages against Carrier, including without limitation for any resulting hotel, food, travel or other expenses, delay, inconvenience, or other damages whatsoever. Carrier may for any reason whatsoever cancel any sailing at any time before departure date. Under such circumstances, Passenger shall have no claim against Carrier other than for reimbursement of unearned Cruise and/or Vacation Package fare. Reimbursement discharges Carrier from all liability.

### 11. DEVIATION FROM ROUTE—CHANGE OR OMIT PORTS OF CALL AFTER SAILING.

If, after sailing, the Cruise is interrupted by a fortuitous event, force majeure, any other act not shown to be caused by Carrier's negligence, or any other cause beyond Carrier's reasonable control, or the Steamboat is or will be unduly delayed or prevented from proceeding in the ordinary course, Carrier reserves the right to terminate the Cruise. Further, Carrier reserves the right to deviate from the advertised route and call or omit to call at any port or place, and Passenger shall not be entitled to any refund of Cruise and/or Vacation Package fare or compensation of any kind and shall have no other claim against Carrier. Carrier is not responsible for any failure to adhere to the arrival and departure times published in this brochure and any other publication. Carrier reserves the right to tow and be towed, to assist vessels and offer or render assistance to preserve life or property, to comply with all orders given by governmental authorities and the underwriters of the Steamboat or Carrier, and to perform any act which, in its sole judgment and discretion and/or that of the Captain of the Steamboat, is justified for any reason. Passenger shall have no claim whatsoever against Carrier in such circumstances.

### 12. SAFETY OF LIFE AT SEA ACT.

Passengers embarking on the DELTA QUEEN acknowledge that the wooden construction of the DELTA QUEEN's superstructure and passenger berthing areas prevent it from complying with applicable fire standards and with the Safety Of Life At Sea Act. In this regard, the DELTA QUEEN operates under a special Congressional exemption.

### 13. LIMITATIONS OF CARRIER'S LIABILITY AND PASSENGER'S RESPONSIBILITY.

In addition to other limitations detailed in other sections of these Terms and Conditions, Carrier shall not be liable for death, injury, illness, sickness, damage or other loss to person or property caused by a fortuitous event, force majeure, any other act not shown to be caused by Carrier's negligence, or any

other cause beyond Carrier's reasonable control. Carrier shall not be liable to Passenger for damages for emotional distress, mental anguish or psychological injury of any kind under any circumstances, unless it is shown that such damages were the result of a physical injury to Passenger caused by the negligence of Carrier, the result of Passenger having been at actual risk of physical injury where such risk was caused by the negligence of Carrier, or such damages were intentionally inflicted by Carrier. Nothing contained herein shall be construed to limit or deprive Carrier of the benefit of any applicable statute or law of the United States, or any individual state, providing for exoneration from or limitation of liability. By using the athletic or recreational equipment, facilities and supplies on board the Steamboat, Passenger assumes the risk of injury, death, illness or other loss on account of such use and Carrier shall not be liable or responsible for any such loss. Passenger agrees to hold harmless and indemnify Carrier for all claims, damages, losses, costs and expenses arising as a result of any act, omission or violation of law by Passenger.

#### 14. NOTICE OF CLAIMS AND SUITS, TIME LIMITATION, AND VENUE.

No claim shall be brought against Carrier in cases involving death, injury, illness, sickness, damage or other loss to person or property of Passenger unless: (a) written notice providing particulars of the claim is served upon Carrier within six (6) months after the date of the event upon which such claim is based, and (b) any lawsuit arising from such claim is filed within one (1) year from the date of the event upon which such claim is based, notwithstanding any law to the contrary. All disputes and legal actions arising out of or relating to the Cruise and/or Vacation Package shall be brought, if at all, in a court located in the State of Louisiana, City of New Orleans. No suit or action arising out of the Cruise and/or Vacation Package may be brought in rem or against the Steamboat. Passenger agrees that any suit or action arising out of the Cruise and/or Vacation Package shall be brought only against Delta Queen Steamboat Company, Inc. in its corporate capacity.

#### 15. THIRD-PARTY PROVIDERS.

Carrier neither controls nor is responsible for the actions of third-party service providers and independent contractors You may encounter on your Cruise and/or Vacation Package, such as the airlines, hotels, shore excursion and transportation operators, and other service providers (collectively "Third-Party Providers"). Carrier shall not be responsible or liable for late arrival of Passenger's flight or for illness, injury, damage, loss or other irregularities resulting from the acts or omissions of any Third-Party Provider. Carrier shall not be liable for any occurrence taking place outside or beyond the Steamboat. You are responsible for arriving at the port on time for embarkation or for joining the Steamboat at its next port of call if, for any reason, You miss a scheduled sailing.

#### 16. COMPLIANCE WITH LAW; UNAUTHORIZED ACTIVITIES.

It is Passenger's sole responsibility and risk to comply with all applicable laws, rules, and regulations. Passenger is not allowed to bring on board the Steamboat, without previous written consent of Carrier, firearms or weapons of any kind, ammunition, explosive devices or any goods of a dangerous nature.

#### 17. REFUSAL OF PASSAGE.

Carrier reserves the right to refuse or discontinue passage to anyone who Carrier considers a risk to his own well-being or that of any other passenger. Carrier may refuse to transport or may disembark at any port any Passenger who may be suffering from a contagious or infectious disease or illness. Carrier reserves the right to refuse passage to women who have entered their 24th week of pregnancy as of their departure date and cannot be held liable for any complications relating to pregnancy.

#### 18. GUEST SPEAKERS.

Delta Queen Steamboat Company, Inc. offers guest speakers aboard cruises for entertainment purposes only. Guest speakers are independent contractors and are not affiliated with Delta Queen Steamboat Company, Inc., and the company makes no representations or warranties of any kind, expressed or implied, as to the information, content, materials, products, or services provided. Delta Queen Steamboat Company, Inc. shall not be liable for any damages arising from or caused by any information, suggestions, or advice provided by guest speakers.

#### OTHER IMPORTANT INFORMATION

**Children**—One or two children (18 years old or younger) cruise free in some staterooms on the MISSISSIPPI QUEEN® and on the AMERICAN QUEEN®, when sharing a stateroom with two full-fare adults. Children under 18 aboard any of the Steamboats must be accompanied by an adult.

**Clothing**—Attire for daytime is casual; slacks and shorts are acceptable in all public areas. For evenings, dress is usually more formal.

**Communications**—You can retrieve telephone messages from a message center while aboard the Steamboats. Credit card telephone calls may be placed from Steamboat staterooms on board the MISSISSIPPI QUEEN and the AMERICAN QUEEN, and from the Betty Blake Library on board the DELTA QUEEN®.

**Diets**—Each menu has at least one "Heart Healthy" and one vegetarian meal, and special diets can usually be accommodated with advance notice.

**Dining Arrangements**—There are two seatings for dining. To make a seating request, please call your Travel Agent, group leader, or our Reservations Department at your earliest convenience after booking. While we make every effort to honor requests, actual seating assignments are not guaranteed and can only be confirmed at cruise departure.

**Electrical Outlets**—All Steamboats' electrical systems are 110V AC.

**Embarkation**—Boarding time information will be sent with your Ticket.

**Gambling**—Gambling is not available on the Steamboats. However, in many ports where we dock, gambling is available nearby.

**Gift Shop**—There is one on board each boat.

**Optional Shore Excursions**—Optional shore tours are offered at most shore stops. Tickets may be preordered or are available on board at an additional cost.

**Parking**—Parking is available near each port. Details will be sent with your travel documents.

**Pets**—Other than necessary service animals of a disabled Passenger, which require Carrier's prior written approval, no pets or other animals are permitted on board.

**Religious Services**—Non-denominational services are held on board each Sunday.

**Smoking**—Smoking is permitted only in staterooms aboard the MISSISSIPPI QUEEN and AMERICAN QUEEN, and outdoors.

**Special Services**—Advance orders for flowers, champagne, wine, food, etc., for bon voyage gifts and special occasions may be made through your Travel Agent or Carrier's Reservations Department at an additional cost. The DELTA QUEEN, MISSISSIPPI QUEEN and AMERICAN QUEEN are owned and operated by the Delta Queen Steamboat Company, Inc., are regularly inspected by the U.S. Coast Guard, are of American registry, and employ American officers, crew, and staff.

DELTA QUEEN, MISSISSIPPI QUEEN, AMERICAN QUEEN, Gardens of the River Vacations, Live the Legend!, Steamboatini®, The Greatest Steamboat The World Has Ever Known, The Great Steamboat Race, Steamboat A Comin', Mark Twain Vacations, Front Porch of America, The Paddlewheel Steamboatini® Society of America, Riverlorian, and Steamboatique are registered service marks and/or trademarks of the Delta Queen Steamboat Company, Inc. Big Band vacations, Delta Queen's Adventure America Vacations, Delta Queen's Family Riverventures, Spring Pilgrimage vacations, Old-Fashioned Holidays vacations, Fall Foliage vacations, America's Steamboat, and Fulfillment of Mark Twain's Dreams are service marks of the Delta Queen Steamboat Company, Inc.

#### TRAVEL PROTECTION PLAN

Because unfortunate events can occur, a travel protection plan offered and administered by Trip Mate is available with all Delta Queen Steamboat Company, Inc. travel arrangements. This high-quality plan covers your Steamboatini® investment, your belongings, and most important, you. The travel protection plan covers you even if you must cancel or interrupt your trip due to a preexisting medical condition—if you purchase the plan within seven days of your initial deposit for your Steamboatini® trip and you are not disabled from travel at the time your plan payment is received.

#### TRAVEL PROTECTION PLAN SCHEDULE OF BENEFITS:

Travel Arrangements Protection-Part A	*Maximum Benefit
Pre-Departure Trip Cancellation	Up To Trip Cost
Travel Insurance Benefits-Part B	*Maximum Benefit
Post-Departure Trip Interruption	Up To Trip Cost
Medical Expense/Emergency Assistance	\$25,000
Travel Delay (Up To \$100 Per Day)	\$500
Baggage & Personal Effects	\$1,000
Baggage Delay	\$100

\* Part A Benefits are provided by the Delta Queen Steamboat Company, Inc. and Part B Benefits are provided by the insurers listed below.

This plan does not cover a loss that results from an illness, disease, or other condition (of you, an Immediate Family Member, Traveling Companion or Business Partner), event or circumstance which occurs at a time when this plan is not in effect for you. For full details, see the Certificate of Coverage which will be mailed or faxed with your initial invoice and is available, upon request, at any time prior to your purchase of the plan. Certain exclusions and limitations apply and are detailed in the Certificate of Coverage. For example, coverage does not apply to: any sickness or condition of you, a Traveling Companion or an Immediate Family Member traveling with you that existed during the 60 days prior to the effective date of the coverages (this exclusion is waived if your plan payment is received within seven days of your initial deposit for your trip and you are not disabled from travel at the time your plan payment is received), suicide, normal pregnancy, war or any act of war, or mental or nervous disorders.

This plan is administered by: Trip Mate (in CA dba Trip Mate Insurance Agency), 9225 Ward Parkway, Suite 200, Kansas City, MO 64114, 800-888-7292.

Part B Benefits of the Travel Protection Plan are underwritten by: Stonebridge Casualty Insurance Company, Columbus, Ohio.

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#### HOMELAND SECURITY

The Delta Queen Steamboat Company, Inc. (DQSC) is committed to the security and protection of our passengers, employees and property. DQSC is operating in accordance with the Maritime Transportation Security Act (MTSA). The Department of Homeland Security enforces this act. DQSC prohibits weapons of any kind on board our steamboats. In addition, DQSC must obtain name, home address, city, state, ZIP code and home phone number for each passenger at the time of deposit. Boarding will be denied until information is provided. Photo ID is required for boarding.

During a Steamboatini® vacation, passengers may encounter short periods of delay while we conduct identification checks and random screening of baggage, persons and carry-on items. On occasion the Department of Homeland Security may elevate the security level, requiring additional security measures to be taken.