Terms and Conditions of Passage
LA PINATA, Galapagos Islands, Ecuador 2021-2022

Departures

Guests are advised to read these terms & conditions, which among other things, contain limitations of liability and time limits for claims & suits against Carrier. These terms and conditions affect your legal rights and are binding upon you.

In consideration of the sum of money herein stated, Carrier agrees to accept the persons herein named as guests aboard the vessel named for the voyage described, subject to the terms and conditions stated on this page and successive pages ("the Contract"). The purchaser hereof covenants and warrants that he or she is duly authorized by or on behalf of all the guests named herein to agree to all the terms of this Contract, and by accepting or using this ticket he and they agree that the terms hereof shall be binding on them with the same force and effect as if each of them personally signed the Contract.

1. Definitions. When used herein:

(a) The term “Carrier” means Innersea Discoveries LLC dba Un-Cruise Adventures, and the vessel named on the ticket, her owners, charterers, officers, crew members and operators as well as any substituted or connecting vessel and all launches belonging to any of the foregoing. The Carrier may cancel this Contract and decline to carry or disembark at any port called by the vessel any guest who may be suffering from any contagious or infectious disease, who engages in vulgar or improper conduct, refuses to obey this Contract or regulations, or endangers self, other guests or crew, or whose presence may, in Carrier’s sole opinion, be detrimental to the comfort, enjoyment or safety of other guests, the vessel, or her crew. Under no circumstances shall Guest bring aboard or possess on the vessel any illegal drugs or other illegal substances. Violation of this provision shall result in refusal to carry or disembarkation of said Guest. The Carrier shall not be liable for thus declining to carry or disembarking a Guest, except that the unused portion of the fare received for such Guest shall be returned, less the expense that the Carrier may be put to on his account and less the commissions paid to the agents. If a Guest is excluded or deported by the immigration authorities at a port of landing, no claim shall be made against the Carrier on that account. Guest is responsible, at his sole cost, for compliance with immigration, customs, health and other such formalities.

(b) The term “Guest” means the person or persons named on the ticket, and/or any person traveling on the vessel whether named or not and regardless of whether a fare is quoted or paid for the passage aboard the vessel, including his/her heirs, successors in interest and personal representatives.

(c) The term “fare” as used herein shall be deemed to include all costs of passage plus taxes and surcharges and shall be deemed to mean “passage money”. The Carrier reserves the right to increase published rates, including but not limited to assessment of fares and charges in effect at the time of departure, without prior notice. However, fully paid or deposited passengers will be protected except for port charges, fuel surcharges, government taxes and other surcharges which are subject to change without notice.

2. Fare, Accommodations & Embarkation.

(a) The fare is to be paid in full before the departure of the vessel, and, upon the sailing of the vessel, shall be considered fully earned and shall not be returned in any event, except as hereinafter provided.

(b) The fare shown herein is based on the tariff in force at date of issue. Any increase in tariff rate at any time up to the date of sailing shall be a surcharge to the fare herein, which shall be paid in full before the departure of the vessel. In the event of such surcharge, the guest may receive a refund of all monies paid hereunder by electing to cancel this Contract by written notice to the Carrier within seven (7) days after notification of such surcharge, or, if such notification is given less than seven (7) days before departure at any time up to such departure.

(c) If the Guest desires to cancel this Contract for any other reason, he may do so by giving written notice received at the offices of Innersea Discoveries LLC dba Un-Cruise Adventures, 3826 18th Avenue West, Seattle, WA 98119, not less than 90 days prior to the scheduled sailing date in order to receive a refund as per the following schedule:

Days Prior to Departure Per Person Cancellation Fee
Up to 91 days 50% of initial deposit
90 to 46 days 75% of gross fare
45 to 0 days 100% of gross fare

Cancellations made less than 90 days prior to the sailing date will be subject to the Cancellation Policies per the brochure.

(d) This ticket is personal and cannot be assigned, hypothecated or transferred to other persons than those named as Guests herein.

(e) Guests should arrive at the vessel at least one hour before the hour fixed for sailing. Guest is not entitled to the exclusive occupancy of a stateroom unless all berths therein are bought and paid for by him or a single occupancy rate is paid.

(f) The Carrier may cancel this Contract and decline to carry or disembark at any port called by the vessel any guest who may be suffering from any contagious or infectious disease, who engages in vulgar or improper conduct, refuses to obey this Contract or regulations, or endangers self, other guests or crew, or whose presence may, in Carrier’s sole opinion, be detrimental to the comfort, enjoyment or safety of other guests, the vessel, or her crew. Under no circumstances shall Guest bring aboard or possess on the vessel any illegal drugs or other illegal substances. Violation of this provision shall result in refusal to carry or disembarkation of said Guest. The Carrier shall not be liable for thus declining to carry or disembarking a Guest, except that the unused portion of the fare received for such Guest shall be returned, less the expense that the Carrier may be put to on his account and less the commissions paid to the agents. If a Guest is excluded or deported by the immigration authorities at a port of landing, no claim shall be made against the Carrier on that account. Guest is responsible, at his sole cost, for compliance with immigration, customs, health and other such formalities.

(g) This ticket is valid only for the sailing named herein; if no sailing date is indicated the fare indicated herein will be adjusted in accordance with fares in effect at the time that a definite sailing date is agreed upon and
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noted on this ticket; if no sailing date is indicated, this ticket shall become null and void two years from its date and no portion of the fare paid herein will be refunded thereafter.

(h) The Carrier shall not be liable for the refund of any fare if the Guest leaves the vessel or the cruise for any reason whatsoever at any intermediate port, or fails to be present for re-embarkation in a timely manner.

3. Rights of Carrier.
(a) The vessel shall have liberty to proceed without pilots, to tow or be towed, assist vessels, including those of the Carrier, in all situations, to put back or in to, call or stop at any port or place, on land or at sea, in or out of the route of the usual or advertised voyage, and to do so for any reasons which are sufficient in the judgment of the Carrier or the Captain (including that of offering or rendering assistance in an effort to preserve life or property) and to deviate from the direct or customary or advertised course for any of the above reasons.

(b) In the event the vessel is delayed or prevented from sailing or proceeding in the ordinary course or from commencing, continuing or completing her cruise for any cause whatsoever, the Carrier’s liability to Guest shall be strictly limited to providing one of the two options set forth below, all at the Carrier’s option, and in no event will the Carrier be responsible for damages, consequential or otherwise, in respect to cancelled, interrupted or extended cruises. The first option shall be to substitute another vessel either for the entire cruise or for the remaining portion. As to alternative arrangements, if the Guest is transferred to another vessel on which the quoted rate for the service is less than the rate for such service under this Contract, the Carrier will reimburse the difference, pro rata for the days involved, to the Guest. The second option shall be to maintain the Guest on board with regular services as if the vessel were normally at sea, or transfer the Guest ashore to a hotel or other suitable accommodations including meals and provide air transportation to the usual port of debarkation or the Guest’s origination point, the location to be at the Carrier’s option. If the Guest is returned to the usual port of debarkation or origination point prior to the normally scheduled time, the Carrier will reimburse the pro rata portion of the fare to the Guest for the time between the actual arrival at the debarkation port or origination point and the normally scheduled arrival.

(c) The responsibility of the Carrier hereunder is limited to the period while the Guest or his baggage or property is on board the vessel or its tenders or on the premises of the Carrier. Booking on connecting routes is for the convenience of the Guest only, and no responsibility of any kind is assumed thereby by the Carrier, except to furnish the Guest with the connecting Carrier’s ticket or in default thereof by Carrier, to refund so much of the cost thereof as shall have been prepaid to Carrier.

(d) The Carrier reserves the option of omitting, altering and/or curtailing any shore excursions.

(e) In case of quarantine of the vessel, involving detention of the passengers, Guest must himself bear all risks and expenses thereby caused to him and will be charged for food and accommodations during the period of detention, payable day by day, if maintained on board the vessel, and for all other quarantine fees and expenses assessed or incurred on his account.

(f) Carrier does not undertake to provide a physician or other health-care on board vessels or otherwise. If in the opinion of Carrier, Guest is in need of medical assistance and is unable to request it, Guest consents to and accepts treatment by physician or medical personnel designated by Carrier. Any such treatment, and other treatment found through Carrier, shall be at Guest’s sole risk and expense, without liability or responsibility to or of Carrier for the same.

(g) The Carrier reserves the right to withhold a 3% transaction fee on all crew gratuities paid via credit cards by the Guest.

There are certain unavoidable risks to Guest and Guest’s property associated with being aboard a vessel and on expedition travel. These include, but are not limited to, rough and unpredictable weather and seas; collisions of ships or other vehicles; illnesses caused by consumption of food and beverages; slip and fall due to the motion of the sea or other causes; lack of access to medical services; civil unrest or terrorism; evacuation of the vessel in an emergency; unpredictable behavior of animals in the wild; and breakdown of equipment.

Guest understands and acknowledges that medical facilities are not available aboard ship nor, in many cases, in the Vessel’s ports of call, to deal with medical emergencies that may arise, and further understands that the pricing of this Cruise is based upon the assumption of these risks by Guest. Guest represents that he or she has no medical, physical or other conditions that preclude Guest from assuming such risk. Guest releases the Carrier and vessel from any liability for personal injuries, illness or death, or loss of or damage to property, occurring during or as a result of the voyage, including on board ship, on land, on launches or other craft or in transit. Guest further agrees that he or she will participate in activities such as hiking, caving, snorkeling, scuba diving or kayaking only to the extent of Guest’s physical ability and qualification by experience. Guest agrees to assume all the risks of such activities, whether known or unknown, as well as all risks arising out of Guest’s personal medical condition.
prior to the voyage, whether or not disclosed to the Carrier.

5. **Photo/Video Release and Assignment.**

During the course of the cruise, Carrier may produce photographic and video and/or audio-video recordings which may be made available to passengers and also may be used by Carrier in advertising and promoting its products. Guest consents to the making of photographic and video and audio-video recordings (“images”) including Guest’s appearance, words and voice, while Guest is engaged in the cruise, and grants to Carrier the irrevocable, perpetual, royalty-free right to use, re-use, publish and re-publish, and disseminate such images and any copies or derivative works from such images in any manner for promotional and other commercial purposes, in any medium and without restriction as to changes or alterations, or reproductions thereof in color or otherwise. Guest releases and assigns to Carrier any right or interest Guest may have in images including Guest’s appearance and/or voice taken by employees, agents or contractors of Carrier, and waives any rights of any kind in or over such images including rights of (A) compensation, (B) publicity, privacy or copyright, or (C) review, inspection or approval.

6. **Limitations of Carrier’s Liability.**

(a) Carrier and vessel are not responsible or liable to Guest in any way for injury, death, illness, or delay of Guest, or loss, damage or delay of Guest’s property, or any other damage or loss occurring during or as a result of the voyage.

(b) Carrier shall not be liable for delay in performance or nonperformance of any term or condition of this Contract resulting from events of force majeure. Events of force majeure include, but are not limited to, acts of God, lockouts, fire, defect or unseaworthiness in machinery, hull or equipment, errors in navigation of this or any other vessel, acts of State, restraint or requisition, theft, perils of the sea, seizure of vessel under legal process, collision or stranding, barratry, act of public enemy, piracy, inherent defect, quality or vice of the Guest’s property, labor unrest, strikes, riots, explosions, inability to secure or failure of supplies, civil disturbances of any nature, or any other causes beyond Carrier’s reasonable control. No warranty or undertaking is given or implied respecting the fitness or condition of the vessel, its appurtenances, appliances, and fixtures, other goods or items on board the vessel, or with respect to the accommodations, service or food. ALL WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WARRANTIES OF FITNESS, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

(c) Nothing herein shall be construed as depriving Carrier of the benefit of any statute providing for limitation of or exoneration from liability. Under no circumstances shall Carrier be liable to Guest for consequential, incidental, indirect, or punitive damages.

(d) Rule if Limitations on Carrier’s Liability Set Out Above are Held not to Apply. If any claim is brought against the Carrier in any place where the applicable limitations and exemptions incorporated in this Contract, or by the law of Ecuador are legally unenforceable, then the Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment to person or property arising out of any cause of whatsoever nature not proven to have been caused in whole by the Carrier’s negligence or fault.

(e) Guest assumes the risk of injury, death, illness or other loss in connection with the use of athletic or recreational facilities, equipment or supplies on board the vessel, and Carrier shall not be responsible or liable for any such loss or damage.

7. **No Liability for Independent Contractors.**

The Guest may be afforded the opportunity to contract with third parties acting as independent parties for the provision of shipboard personal services and of shore excursions. These third parties are expressly acknowledged independent contractors for whose acts or omissions the Carrier neither assumes liability nor shall be held liable. For example, tour operators, hotels, restaurants, helicopter operators, amusement park operators, dayboat operators and motorcoach operators are not under the control of Carrier, and Carrier shall have no responsibility or obligation other than as agent for Guest in engaging or contracting for the provision of such services, subject to the terms of those who actually undertake performance of the service, and whether or not the cost thereof is included in the fare for the cruise. Carrier does not assume any liability for services provided on board or ashore by any medical personnel, hairdresser, massage therapist, or any other person customarily providing personal service for a fee.

Should Carrier arrange emergency medical care or transportation on a Guest’s behalf, such is arranged solely for the convenience of Guest, and any such person or entity shall not be considered in any respect as the employee or agent of Carrier, but as an independent contractor, and Carrier shall not be liable for any act or omission of such persons or entities. The cost or charge for any service provided by any such independent contractor for or on behalf of Guest shall be the sole responsibility of the Guest.
8. Regulations & Limitations of Carrier’s Liability with Respect to Baggage & Personal Property.

(a) The term “baggage” as used herein means only trunks, suitcases, handbags, valises, satchels or bundles, backpacks and the like, containing wearing apparel and personal effects, that Guest has checked with Carrier.

(b) Limitations of Shipments and Liability. The Carrier does not undertake to carry as baggage any merchandise, samples, furniture, household goods, tools of trade, property of others than the Guest, pictures, perishable goods, glassware, money, documents, or valuables. Such articles must be shipped as commercial cargo under bills of lading. Except for personal effects for the voyage, Guest hereby warrants that no such articles are or will be contained in any receptacle or container presented by him as baggage hereunder, and if any such articles are shipped by Guest as baggage in breach of this warranty, Carrier shall have no liability as carrier or bailee or in any other capacity either for negligence or otherwise.

(c) Marking of Baggage. Guest shall mark each piece of baggage with full name and address, together with the name of the ship, the cabin number, and the destination, and Carrier shall not be liable for loss, damage, or delay resulting from Guest’s failure to mark baggage plainly as directed.

(d) Hazardous Items. Guest is especially warned not to place in their baggage or otherwise bring on board the vessel, firearms, flammable matter of any kind, such as matches, gunpowder, cartridges, etc., or any hazardous matters or items, or any illegal items. Such articles may be confiscated or destroyed by Carrier at any time without liability. Should loss, damage or delay to the vessel, or to any of the guests, the crew or other persons on board, be caused by dangerous articles brought on board by Guest, such Guest shall be liable for the full amount of all resulting damages.

(e) Forbidden Items. Guest may not bring on board articles, the importation or exportation of which may be forbidden, or which do not conform to the customs or police regulations and laws of any country to which the vessel may go in the course of her voyage or from which the vessel sails. A Guest violating this rule will be held liable for all fines, loss, damage or delay resulting therefrom.

(f) Limitations of Carrier’s Liability. The Carrier assumes no liability or responsibility for any loss or damage to baggage, except to the extent otherwise required by law. The Carrier’s liability, if any (and whether or not excess baggage is carried and paid for), in respect of baggage, shall not exceed two hundred dollars ($200.00 U.S.) per suitcase or other item and not more than five hundred dollars ($500.00 U.S.) per Guest in the event of loss, damage or delay to any of Guest’s baggage or other property taken on the voyage. The Carrier is not responsible for any loss, damage, or delay of luggage that occurs during the voyage. The Carrier is not responsible for any loss, damage, or delay of baggage, higher value baggage, and valuables, may be insured by the Guest directly through his insurance broker, travel agent, or otherwise.

(g) Insurance by Guest. Ordinary baggage, excess weight baggage, higher value baggage, and valuables, may be insured by the Guest directly through his insurance broker, travel agent, or otherwise.

(h) Safe Deposit. A reasonable amount of space in a deposit box or safe on board, if the vessel is so equipped, will be allowed each Guest upon request, but, in consideration of the Carrier’s furnishing such deposit box or safe without extra cost to Guest and in as much as no charge is made, it is mutually agreed that the Carrier’s liability, if any, for loss of, or damage to, any goods deposited shall not be increased by reason of the deposit being made.

(i) Unchecked Baggage. The Carrier does not assume any responsibility for unchecked baggage, nor for any articles which the Guest retains under his personal control, in his cabin or elsewhere.

(j) General Average Baggage/hand baggage/other property of theGuest shall not contribute in general average (a basis for sharing the cost in the case of certain losses).

9. Time Limitations; Notice of Claims and Time to Sue.

Carrier shall not be liable for any claim by Guest arising under this Contract, or arising or relating to the voyage, unless such claim is made in writing and lodged with the Carrier in care of Innerspace Discoveries LLC dba Un-Cruise Adventures, 3826 18th Avenue West, Seattle, WA 98119, within thirty (30) days after the conclusion of the cruise, a lawsuit for such claim is commenced within six months after conclusion of the cruise, and valid service on Carrier is made within thirty days after commencement of suit. The failure to make and lodge such claim as provided above shall bar all suits, actions and claims no matter how instituted or made. The requirements of this clause can be waived only by express written agreement of a director of the Carrier having authority to do so. The foregoing limitations shall be applicable both to suits brought in personam against the Carrier or in rem against the vessel, and shall include, but not be limited to, claims based upon contract, tort, statutory, constitutional, or other rights relating to or in any way arising out of or connected with this Contract or the cruise, regardless of how the claim is described.
or pled. Claims shall be deemed to have arisen by no later than the end of the cruise in question.

   (a) All disputes and causes of action arising out of or related in any way to this Contract or the carriage by Carrier of the Guest (and his baggage) on the vessel shall be filed in the courts of Guayaquil, Ecuador. Guest consents to the exclusive jurisdiction of the aforementioned courts, and waives any defense of improper venue or lack of personal jurisdiction.
   (b) This Contract shall be governed and construed in accordance with the laws of Ecuador. The foregoing shall not bar Carrier from availing itself of treaties and other applicable laws limiting its liability.
   (d) The terms and conditions of this Contract represent the entire agreement between Guest and Carrier. This Contract may be amended only by a writing signed by Guest and Carrier, and no representations or conditions contained in Carrier’s advertisements, brochures or other materials, or made by any of Carrier’s agents or employees shall in any way modify this agreement between Guest and Carrier.

   (a) All limitations, exceptions and conditions herein contained as to the liability of the Carrier shall also apply to the liability, if any, of its agents, vessels, tenders, directors, employees or other representatives or charterers of the vessel, and also to the liability, if any, of owners, agents, employees and other representatives of any substituted vessel.
   (b) In the event of any illegality or invalidity of any paragraph, clause or provision, such paragraph, clause or provision shall be deemed reformed to the extent necessary to render it enforceable, so long as consistent with the basic purpose of the paragraph, clause or provision. If not so reformable, such paragraph, clause or provision shall be struck from this contract without affecting or invalidating any other paragraph, clause, or provision hereof.
   (c) Any expense howsoever arising, not covered by the fare, which is reasonably incurred by the Carrier on board or at any port for or on behalf of the Guest for (but not limited to) medical, hospital, surgical, dental or similar treatment, hotel, transportation, repatriation or funeral expenses shall be reimbursed to the Carrier by the Guest or by his or her estate on demand.