

Peter Island Ferry & Guest Ticket Contract

TICKET AND GUEST CONTRACT

As an accommodation to Guests, Peter Island (2000) Ltd. d/b/a Peter Island Resort & Spa ("Peter Island" or "PIR") is providing Guests with the option of utilizing its ferry as transportation to and from the Peter Island Resort & Spa subject to this Peter Island Ferry & Guest Ticket Contract ("Contract"). PIR reservation agents may also provide information to Guests about other companies that provide water taxi services but makes no warranties or representations and is not responsible for the actions or inactions of third-party vendors. You have either reserved or purchased a ticket on the Peter Island ferry.

IMPORTANT NOTICE TO GUESTS AND PASSENGERS AS TO TERMS AND CONDITIONS:

This document is a legally binding contract issued by Peter Island to, and accepted by, guest subject to the important terms and conditions appearing below. The attention of guest is especially directed to sections which contain important limitations on the rights of guests to assert claims against Peter Island, their agents and employees, and vessel, and others, including forum selection, choice of law, time limitations for filing suit, arbitration, waiver of jury trial for certain claims. Important terms and conditions of contract – read carefully!

Any claim against PIR is subject to arbitration under the American Arbitration Association Rules as set forth in Article 8.

In consideration of receiving a ticket for boarding on the ferry ("Vessel") and being a registered or invited Guest to which this Contract applies, Peter Island and Guest agree that the Guest reservation and/or booking and/or the purchase of the ferry ticket is subject to the following terms and conditions:

1. DEFINITIONS AND SCOPE OF CONTRACT

- a. This ticket is valid only for the person(s) who are Guests of PIR and cannot be transferred or modified without PIR's written consent. The acceptance or use of this ticket by the person(s) named hereon as Guests shall be deemed acceptance and agreement by each of them to all of the terms and conditions of this Contract.
- b. All rights, exemptions from liability, limitation of liability, defenses, immunities, and indemnities owed to or in favour of PIR under this Contract shall also include PIR's facilities, whether at sea or ashore, its servants, agents, owners, employees, managers, affiliated or related companies, suppliers, and its independent contractors, and other concessionaires, who shall have no liability to the Guest(s), either in contract or in tort, which is greater than or different from that of PIR.
- c. Except as otherwise expressly provided herein, this Contract constitutes the entire agreement between PIR and each Guest. Any alteration to any term of this Contract must be in writing and authorized by PIR.
- d. Guest is defined as any authorized passenger on the Vessel, authorized visitor, or registered Guest at the Peter Island Resort & Spa and any accompanying wards, children, or associates within Guest traveling party.

2. TRAVEL DOCUMENTATION AND GUEST OBLIGATIONS

- (a) Proper travel documentation and eligibility to travel is required at embarkation. It is Guest's sole responsibility to ensure his/her legal eligibility to travel and to bring and have available at all times all required travel documents. PIR assumes no responsibility for advising Guest of what travel documents are required or for any consequences of a Guest's failure to ensure that requisite documents are available.
- (b) Each Guest must comply with all pre-embarkation, onboard, excursion, and PIR rules, regulations, and policies published or otherwise notified to Guests from time to time, including, but not limited to, all environmental and public health policies and procedures, and shall familiarize themselves with the nature and character of the Vessel, and Guest agrees to comply with all such rules, regulations, and policies, as well as environmental laws and regulations including those in Annex A herein as they may be applicable.
- (c) Each Guest must arrive on time at their designated departure appointment time for the Vessel transit.

3. BAGGAGE, PERSONAL PROPERTY, PROHIBITED ITEMS, AND LIMITATION OF LIABILITY

- a. Each fully paid Guest will be allowed a reasonable amount of luggage on board containing their personal belongings only. Luggage means only trunks, valises, satchels, bags, hangers, and bundles with their contents consisting of only such wearing apparel, toilet articles and similar personal effects as are necessary and appropriate for the purpose and duration of the journey. PIR reserves the right to inspect all luggage for safety and security of the Vessel and to deny access for boarding for any such luggage it deems unreasonable or unsafe.
- b. You agree that PIR's liability as the owner and/or operator of the Peter Island ferry, resort and Spa for loss or damage to baggage or personal property is limited to US \$250 per bag per Guest up to a maximum of two (2) bags per Guest. PIR shall not be liable for any loss or theft of or damage to or disposition of cash, securities, negotiable instruments, jewelry, gold, silver or similar valuables or precious stones, works of art, electronics, computers (whether handheld, laptop, or other), DVD/Blu-ray players or digital or flash drive computer equipment, disks, memory cards or other electronic storage, handheld or similar devices, cellular telephones, cameras, video or audio tapes, CDs, binoculars, recreational equipment, dental hardware, cosmetics, electric hair appliances, liquids, luggage locks, eyewear (including eyeglasses, sunglasses, and contact lenses), hearing aids, medications, medical equipment, wheelchairs, scooters, liquor or other alcoholic beverages, cigarettes, tobacco products or business or other documents under any circumstances, whether carried within Guest's luggage or otherwise.
- c. No Guest is permitted to bring on board the Vessel live animals (other than qualified service dogs, with not less than 14 days advance notice given to PIR). Guest will be solely responsible for any and all damage and/or loss caused by service dogs.
- d. Weapons, knives, firearms, contraband, ammunition, explosives, incendiary devices, or other dangerous items are strictly prohibited aboard the Vessel and at the Peter Island Resort & Spa.
- e. Children under 18 years of age must be supervised by an adult Guest at all times while on the Vessel and PIR.

4. PUBLIC HEALTH PRACTICES AND PROCEDURES; UNDERSTANDING AND ACCEPTANCE OF RISKS

A. Guests are encouraged to discuss the advisability of travel with their physician and to review appropriate resources relating to the risks of communicable diseases, including but not limited to the U.S. Centers for Disease Control and Prevention website for updated information. Guest acknowledges, understands, and accepts that while aboard the vessel, or during activities ashore at Peter Island Resort & Spa, the guest or other guests may be exposed to communicable illnesses, including but not limited to COVID-19, influenza, colds, or norovirus. Guest further understands and accepts that the risk of exposures to these communicable illnesses and others is inherent in most activities where people interact or share common facilities beyond PIR's control and cannot be eliminated under any circumstances. Guest knowingly and voluntarily accepts these risks as part of this ticket contract, including the risk of serious illness or death arising from such exposures, and/or all related damages, loss, costs, and expenses of any nature whatsoever.

5. NATURE OF TRANSPORTATION; FITNESS TO TRAVEL; SPECIAL NEEDS; PREGNANCY AND INFANTS; DISEMBARKATION

a. Guest admits a full understanding of the character of the voyage, vessel, and PIR. Guest assumes all risks incident to travel and transportation and handling of Guest and luggage. Guest acknowledges that medical care and evacuation may not be readily available. Guest agrees to indemnify and reimburse PIR in the event PIR elects to advance the cost of emergency medical care, including medical care provided ashore as well as transportation and/or lodging in connection therewith. Guest acknowledges that their own health insurance will not cover or be applicable to any medical services received on board and that such charges may not be eligible for reimbursement from Guest's own insurance. Guest acknowledges and agrees that they are solely responsible for all charges related to medical services received onboard and/or at a port of call. PIR strongly encourages all guests to obtain travel insurance prior to travel that can help offset such medical expenses.

b. Guest warrants that Guest and Guest's traveling party are physically and emotionally fit to travel at the time of embarkation, and further warrants that such Guests have no medical or emotional condition that would endanger any Guest or crewmembers or result in deviation of the voyage or evacuation from the Peter Island Resort & Spa.

c. Any Guest passengers shall advise PIR of any special needs or requirements before boarding a ferry. PIR has limited resources to accommodate special needs.

6. COMPLIANCE WITH RULES, SOLICITATION, SMOKING, DRINKING, ILLEGAL ACTIVITY, DISRUPTIVE BEHAVIOR, BEVERAGE POLICY, AND ENVIRONMENTAL POLICY

a. Guest agrees to follow the directions of the vessel's Master, or his authorized officer. Guest further agrees to abide by all rules, regulations, and policies of PIR, including but not limited to those in Annex A. Guests shall not solicit anyone on the vessel for any commercial, professional, illegal, or illicit purposes. Guest agrees that any violation of this may subject Guest to cancellation or disembarkation with no refund to the Guest. Consumption of alcohol, smoking, illegal activities, disruptive behavior, or taking any action that would damage the environment are prohibitive and may subject Guest to cancellation of any privileges or removal without refund.

b. Guest agrees not to engage in any lewd, lascivious, indecent, obscene, offensive, or outrageous behavior and specifically agrees that violation of this policy may result in debarkation from the vessel or cancellation of any reservation at PIR with no refund to the Guest and at Guest's own expense for repatriation and travel. Furthermore, all Guests should ensure their clothing and accessories are respectful to fellow guests. Specifically, items worn should not contain any message that may be considered offensive or contain nudity, profanity, sexual innuendo/suggestions. In addition, clothing/accessories should not promote negative ethnic or racial commentary, or hatred, or violence in any form. Violation of this policy may result in Guest's removal of privileges and services with no refund. Guest shall supervise and be responsible for his/her wards.

7. LIMITATIONS OF PIR'S LIABILITY

a. In consideration for either the fare paid or access to the vessel and the Peter Island Resort & Spa, it is agreed that in addition to all other limitations and indemnities, PIR shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by PIR nor for any intentional or negligent acts of PIR's employees committed while off duty or outside the course and scope of their employment. Passenger/Guest assumes the risk of injury, death, illness, or other loss and PIR is not responsible for the negligence or wrongdoing of any independent contractors or sub-contractors.

b. PIR shall not be liable to any Guest for damages for emotional distress, mental suffering/anguish or psychological injury of any kind under any circumstances, except when such damages were caused by the sole negligence of PIR and resulted from the same Guest sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are held to be intentionally inflicted by PIR.

8. TIME LIMITS FOR CLAIMS, JURISDICTION, VENUE, ARBITRATION, AND GOVERNING LAW

a. Time Limitation: PIR shall not be liable for any claims whatsoever including but not limited to property damage or loss, personal injury, illness, or death of Guest, unless full particulars in writing are given to PIR within 14 days after the date of the property damage or loss, injury, event, illness, or death giving rise to the claim. A claim to recover on any such property damage or loss, injury, damage, or loss shall not be maintainable unless asserted within one year after the date of the property damage or loss, injury, event, illness, or death. Guest expressly waives all other potentially applicable state, federal, or territorial limitation periods.

b. Dispute Resolution, Jurisdiction, and Governing Law: PIR and Guest agree to mediate, then arbitrate, any claims against PIR under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") Rules in Grand Rapids, Michigan, U.S.A., subject to U.S. maritime law. If an arbitration proceeding is denied or prohibited by law, it is agreed by and between the Guest and PIR that all disputes and matters whatsoever arising under, in connection with or incident to this Contract or the Guest's PIR reservations including travel to and from PIR, shall be litigated, if at all, before the United States District Court in Michigan, or as to those lawsuits to which the Federal Courts

of the United States lack subject matter jurisdiction, before a court located in the U.S.A. to the exclusion of the Courts of any other country, state or country. Guest hereby consents to such exclusive jurisdiction and agrees to accept service of process from such jurisdiction, and waives any jurisdictional, venue, or other objection that may be available. In the event that a matter is brought in the Federal Court of the United States, then Guest agrees to waive any trial by jury. The parties herein agree to arbitrate any dispute as allowed by law.

NEITHER PARTY WILL ENGAGE IN PRE-ARBITRATION OR LITIGATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT. ARBITRATION IS EXPRESSLY AGREED TO HEREIN. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT GUEST OR PIR WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. An award rendered by an arbitrator may be entered in any court having jurisdiction under the U.S. Federal Arbitration Act ("FAA"). PIR and Guest further agree to permit the taking of a deposition under oath of the Guest asserting the claim, or for whose benefit the claim is asserted, in any such arbitration. In the event this provision is deemed unenforceable by an arbitrator or court of competent jurisdiction for any reason, then and only then the provisions of Clause 8(b) above governing the venue and jurisdiction shall exclusively apply to any lawsuit involving claims described in this Clause.

9. THE PURCHASE OF THIS TICKET CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN. THIS PETER ISLAND FERRY & GUEST TICKET CONTRACT IS POSTED ON THE PIR WEBPAGE AS A PUBLIC NOTICE.

