



# Ring <sup>in</sup> the Season

on the AMERICAN COUNTESS  
December 4-12, 2021

## *Holiday Highlights:*

- Christmas Music*
- Gingerbread Decorating*
- Holiday Craft Ornaments*
- Evening at Nottoway Plantation*  
*with Music and Dancing*





**DAY 1 SATURDAY, DECEMBER 4 NEW ORLEANS, LA**

Relax on your flight from Cedar Rapids to **New Orleans, LA**, to begin your Mississippi River adventure. Upon arrival, you will be greeted and transferred to your overnight accommodations and enjoy an evening at leisure to get acquainted with the city's famous eateries, unique shops, and lively entertainment.

**DAY 2 SUNDAY, DECEMBER 5 NEW ORLEANS, LA (Breakfast, Dinner)**

New Orleans' Creole, Cajun, and other diverse residents blended to develop art, cuisine, music, and general culture unlike any other in the United States. Explore this one-of-a-kind place with a **city tour, including a walking tour of the French Quarter**. You'll see antique shops, boutiques, and preservation halls as you listen to tales of the French, the voodoo, and the music that make up the city's rich and compelling history. You will then transfer to the port terminal to meet your tour manager and **board the newest steamboat on the Mississippi, the American Countess, for the next seven nights**. The *American Countess* boasts fine dining, nightly entertainment, and well-appointed accommodations. Time will be available to settle into your cabins before we depart along the river. Over the next week, we'll experience the best of the Antebellum South during a magical time of the year and get acquainted with the classic traditions of the Cajun and Creole cultures!

**DAY 3 MONDAY, DECEMBER 6 NOTTOWAY PLANTATION (Breakfast, Lunch, Dinner)**

**Nottoway Plantation** is the South's largest, most glorious remaining antebellum mansion with a rich history dating back to 1859. In a fabulous location along the Great River Road, the "White Castle of the South" transports visitors back to an era of glory and grandeur. Set against a natural backdrop of vibrant gardens and 200-year-old oak trees, the mansion boasts three floors, sixty-four bedrooms, and twenty-two white square columns. The home also has 365 openings—one for each day of the year! The most popular room is the White Ballroom, which is painted entirely in white with elaborate gold decor throughout. The rooms are trimmed in custom frieze made from Spanish moss, clay, plaster, and mud that is all original to the house. Enjoy a guided walking tour of Nottoway followed by a walk through the lush grounds and gardens.

**DAY 4 TUESDAY, DECEMBER 7 ST. FRANCISVILLE, LA (Breakfast, Lunch, Dinner)**

**St. Francisville** was established in 1809, earning the distinction as the oldest town in the Florida Parishes. In the 1790s, a settlement called Bayou Sara was located just below where St. Francisville is now. When this settlement was destroyed by flooding and fires, many of the structures and artifacts were hauled up the bluff into St. Francisville and still remain to this day. The town is referred to as "two miles long and two yards wide," but that definitely doesn't mean it has nothing to offer! With over 140 buildings on the National Register, beautiful plantation homes nestled in the rolling countryside, and bustling Main Street shops, this quaint town situated on the bluffs of the Mississippi River has a style all its own. Visit the West Feliciana Historical Society Museum, tour Grace Episcopal Church, and stroll down Royal Street.

**DAY 5 WEDNESDAY, DECEMBER 8 NATCHEZ, MS (Breakfast, Lunch, Dinner)**

**Natchez** is a charming river town founded in 1716, making it the oldest city on the Mississippi River. The city is known for its elegance, hospitality, and impressive preservation of history, which can be found on every corner. Enjoy the unique shops, restaurants, museums, and historical homes, all of which contribute to Natchez being one of "The 100 Best Towns in America," according to author Hugh Bayless. Landmarks on the **guided tour** include a number of mansions, a tavern and distillery, the Museum of African-American history, and the William Johnson House Museum. Magnolia Hall is a Greek Revival Mansion that once had a cannon ball launched into the kitchen, and Stanton Hall is a fully furnished mansion that takes up an entire block! Delve into 300 years of African American history from the Colonial and Cotton Kingdom Natchez to the Civil Rights Movement. Learn the story of William Johnson, who was born a slave and gained his freedom and respect in society as the town barber, or tour King's Tavern and Charboneau Distillery owned by a nationally renowned chef and her husband.



**DAY 6 THURSDAY, DECEMBER 9**

**VICKSBURG, MS**

**(Breakfast, Lunch, Dinner)**

**Vicksburg** perfectly blends Southern culture and heritage with exciting modern attractions. Described as the key to the South by President Abraham Lincoln, this Southern town carries a history unlike any other Civil War city. Vicksburg was founded in 1811 and grew as a vital river port city. It played a major role in the Civil War and still showcases much of that history today. Vicksburg is a popular spot for tourists to learn about the battles of the city, taste the cuisine, and visit the many museums. We'll spend the day exploring the city with a **guided tour** that will take us to many local landmarks. View the wide variety of Coca-Cola memorabilia in the building where Coke was bottled for the first time in 1894 or browse the collection of artifacts tied to Vicksburg history at the Old Court House Museum. The Old Depot Museum is home to a fascinating 250-square-foot diorama of the Vicksburg Battlefield, plus various models of ships, railroads, and automobiles, and the Church of the Holy Trinity has an impressive collection of Tiffany stained-glass windows for you to admire!

**DAY 7 FRIDAY, DECEMBER 10**

**GREENVILLE, MS**

**(Breakfast, Lunch, Dinner)**

**Greenville**, on the Mississippi Delta, is more than a geographical region. It is a way of life – a true cultural experience based on agriculture, music and history. These small river towns have been the inspiration of authors, musicians and artists for centuries, and we'll soon see why as we get a unique glimpse into life in a port of the Mississippi Delta.

**DAY 8 SATURDAY, DECEMBER 11**

**CRUISING**

**(Breakfast, Lunch, Dinner)**

Simply relax today and watch small river towns and lush landscapes slowly become lost in the horizon as sunlight plays upon the deck. Take hold of a literary classic, curl up on a plush chair in a cozy corner, and relish in the moment of tranquility. Experience the fulfillment that river cruising offers.

**DAY 9 SUNDAY, DECEMBER 12**

**HOME**

**(Breakfast)**

In Memphis it is time to bid farewell to the **American Countess** and depart for home with great memories and the spirit of the Christmas season!



## Exclusive Holiday Experiences

### Nottoway Gala

Our Nottoway day continues with an enchanting evening filled with live music, dancing, and hors d'oeuvres or desserts. We'll witness the ceremonial lighting of bonfires on the levee followed by an amazing fireworks display. A very special dinner awaits on board to cap off our day!

### Holiday Activities

Gingerbread decorating and ornament making will be fun ways to get a little creative this holiday season.

### Drink Specials

Sample the unique holiday drinks available at the onboard bar.





## TOUR PRICING\*

Per Person  
Double Occupancy

(6 available)	<b>Cat. B</b> Outside Stateroom with Open Veranda (220 ft <sup>2</sup> )**	<b>\$4,185</b>
(4 available)	<b>Cat. A</b> Outside Stateroom with Private Veranda (255 ft <sup>2</sup> )**	<b>\$4,485</b>

Single pricing subject to availability.

\*Tour cost subject to 3% credit card transaction fee.

\*\*Cabins subject to availability at time of registration.

## OPTIONAL TRAVEL PROTECTION

Star Destinations RECOMMENDS all travelers purchase a Travel Protection Plan. For your convenience, we offer a Travel Protection Plan provided by Trip Mate:

**\$365 per person, Double**  
(Payment due with deposit)

**Waiver of the Pre-Existing Condition Exclusion (see plan summary pamphlet):** The exclusion for pre-existing conditions will be waived provided: (a) Your payment for this plan is received within 14 days of the date your initial payment or deposit for your trip is received; and (b) You are not disabled from travel at the time your plan payment is paid. To review full plan details online, go to: [www.tripmate.com/wpF450D](http://www.tripmate.com/wpF450D).

**A \$500 deposit and a copy of a current driver's license is required per person with your registration form in order to reserve your spot.**

(\$100 is non-refundable after July 20, 2021.)

Reservations made after this date are subject to availability.)

**FINAL PAYMENT IS DUE:**

**SEPTEMBER 1, 2021**

For further information or questions, please contact:

**Star Destinations**  
**(712) 792-9793**  
**info@stardestinations.com**

## INCLUSIONS

- Transfers from Airport to Hotel, Hotel to Ship, & Ship to Airport
- Round-Trip Air to New Orleans & Return From Memphis (Price based on air estimate of \$450)
- 1 Night's Accommodations on Land
- 7-Night Cruise in Cabin Category of Choice
- 1 Meal on Land & All Onboard Meals
- Unlimited Beverage Package on Board the Ship
- 6 Shore Excursions
- Porter Service of One Bag Per Person at Hotel
- Taxes & Gratuities for Included Services
- Star Destinations Tour Manager on Board the Ship

Not included in the price of this tour: local airport transfers, meals/beverages other than those listed on the itinerary, items of a personal nature/souvenirs, phone calls and taxes from hotel/ship, admission to attractions on included excursions, travel protection plan, current baggage fees at the airport as assessed by the airline, and any service not listed in the above inclusions.

\*\*\* American Queen Steamboat Company **requires** a COVID-19 vaccination and the use of one smart phone per cabin. Please read the included flyers before registering. \*\*\*

### Activity Levels

1. **Light:** Relaxed pace; minimal/easy standing/walking; must be able to physically get on/off the motorcoach.
2. **Moderate:** Intermittent standing/walking; some stairs and uneven surfaces due to nature of attractions.
3. **Active:** Moderate to heavy standing/walking; some stairs, inclines, and uneven surfaces due to nature of attractions.
4. **Energetic:** Well-paced walking/physical activity; various terrains, uneven surfaces, and hilly ground; best enjoyed by mobile travelers.

**DOCUMENTATION:** A current government-issued photo ID is required for this trip.

**OPTIONAL BASIC SECONDARY TRAVEL PROTECTION PLAN:** Travel Protection means passengers are covered when unforeseen medical circumstances arise which may force you to cancel or interrupt your vacation. Coverage is as follows: Accidental Death and Dismemberment (\$25,000), Emergency Medical Expense/Emergency Assistance (Emergency Accident and Sickness Medical Expense - \$50,000 / Emergency Evacuation and Repatriation - \$250,000), Trip Cancellation (Trip Cost), Trip Interruption (150% of Trip Cost), Missed Connection (\$750), Travel Delay \$750 (up to \$150 per day), Baggage and Personal Effects (\$2,500), Baggage Delay (\$250). A brochure with full details is available. To review full plan details online, go to: [www.tripmate.com/wpF450D](http://www.tripmate.com/wpF450D).

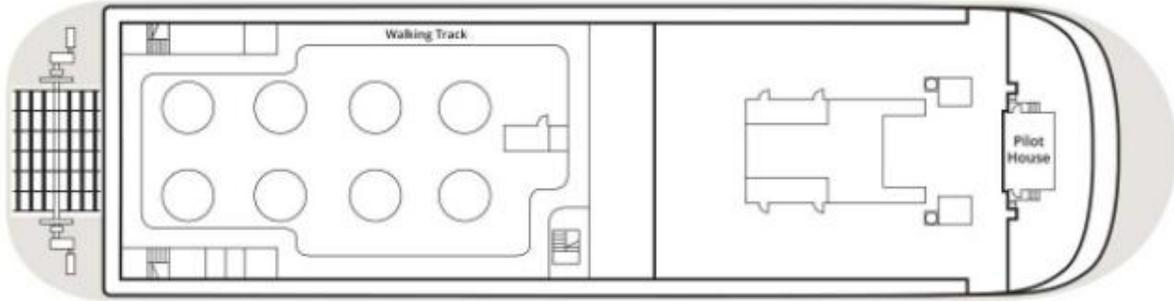
**CANCELLATION:** Full refund of all monies is made if cancellation is received in writing to Star Destinations prior to July 20, 2021, less the 3% credit card transaction fee (if a credit card is used). If cancellation is received between July 20, 2021, and final payment, full refund of all monies is made, less the non-refundable \$100 and the 3% credit card transaction fee (if a credit card is used). A 100% fee is charged if the cancellation occurs between final payment and departure. If the reason for cancellation is due to a medical or other reason that is covered by Travel Protection, you may be eligible for reimbursement for such fees from your Travel Protection Plan provider.

**TRAVELERS WITH SPECIAL NEEDS:** You must advise Star Destinations, Inc. (SDI) at the time of registration of any disability requiring special attention. SDI will make reasonable efforts to accommodate the special needs of travelers. The Americans with Disabilities Act is applicable only in the U.S., and accommodations outside the U.S. may be more limited. Travelers requiring assistance are required to be accompanied by a companion who is capable of, and totally responsible for, providing the assistance. Neither SDI personnel nor its suppliers may lift or physically assist with travelers' special needs including, but not limited to, walking, dining, or other routine activities. Travelers thinking they may need assistance should call SDI to determine what accommodations may reasonably be provided. Arrangements at an additional cost are the financial responsibility of the traveler.

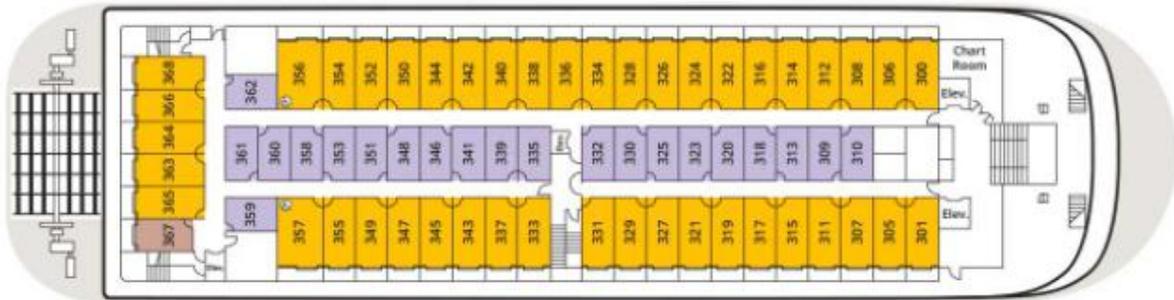
**TERMS & CONDITIONS:** Star Destinations, Inc. (SDI) acts as an agent for, and makes arrangements with, airlines, hotels, railroads, bus lines, cruise lines, adventure companies, and other independent parties to provide you with the travel services and accommodations. Although great care is taken in choosing suppliers, we are unable to directly control them and therefore cannot be held responsible or liable for their acts or omissions. The travel services are subject to the conditions imposed by these suppliers, and their liability may be limited by their tariffs, conditions of carriage, and international conventions and agreements. Should for any reason beyond our control the hotel or establishment described in the attached itinerary not be available, SDI and its agents reserve the right to substitute with similar or superior category. SDI cannot assume responsibility for any claims, losses, damages, costs or expenses arising out of injury, accident or death, damage, loss, or delay of baggage or other property, or delay, inconvenience, loss of enjoyment, upset, disappointment, distress, or frustration, whether physical or mental, resulting from a) mechanical breakdowns, dangers inherent to the sea, fire, theft, civil disturbances, strikes, government actions, weather, and other factors and causes beyond our control. In addition, in the case of a pandemic, worldwide disturbance, or disturbance in your tour destination that interrupts or cancels your planned tour, SDI will do everything possible to retrieve any refundable components of your tour but cannot be held responsible for any non-refundable portions of the tour; b) passenger's failure to follow instructions of SDI or its representatives; c) any other cause beyond the control of SDI. In addition, SDI reserves the right to vary the tour price advertised or printed to cover any increase in air fare, fuel price, government taxes and charges, exchange rate fluctuations, or other tour-related tariffs and costs subject to price guarantee. Pricing may be increased due to requirements for social distancing, health safety, or scheduling that have not yet been determined by transportation companies, hotels, attractions, etc. Due to COVID-19, destination cities, states, or countries may implement additional travel restrictions and requirements such as wearing a mask, submitting to temperature checks or COVID-19 testing, getting vaccinated, etc. Refer to local, state, and national health guidelines for the most up-to-date information on your destination(s). Any public interaction carries a risk of exposure to COVID-19. Travelers assume this risk upon tour registration, and SDI cannot be held responsible in the event of COVID-19 exposure. If you request a variation or change to your booking, SDI may choose to accept or reject that request at its sole discretion. If SDI accepts your request, you must pay the variation fee and any costs associated with it.

It is the sole discretion of SDI to refuse transport to any passenger, or require any passenger to leave the tour, if it is reasonably believed that the passenger (1) is dangerous to others or to himself or herself; (2) has engaged in, is engaged in, or is threatening to engage in, behavior that may adversely affect the safety, security, comfort, enjoyment, or well-being of other passengers or SDI representatives, including, but not limited to, behavior that is disruptive, verbally abusive, physically abusive, obnoxious, harassing, discriminatory, or obscene; or (3) has failed or refused, or is failing or refusing, to follow SDI's rules and procedures or the instructions of SDI or its representatives. In the event a passenger is removed, such passenger may be left at any city without any liability to SDI or its representatives. SDI shall not be required to refund any portion of the price paid by any passenger who is removed under the terms of this paragraph, nor shall SDI be responsible for expenses for lodging, medical care, meals, transportation, or any other expenses incurred by the passenger. SDI shall be entitled to recover from the passenger any costs or expenses incurred by SDI or its representatives in the removal of the passenger or the exercise or enforcement of this clause.

AMERICAN COUNTESS DECK PLANS



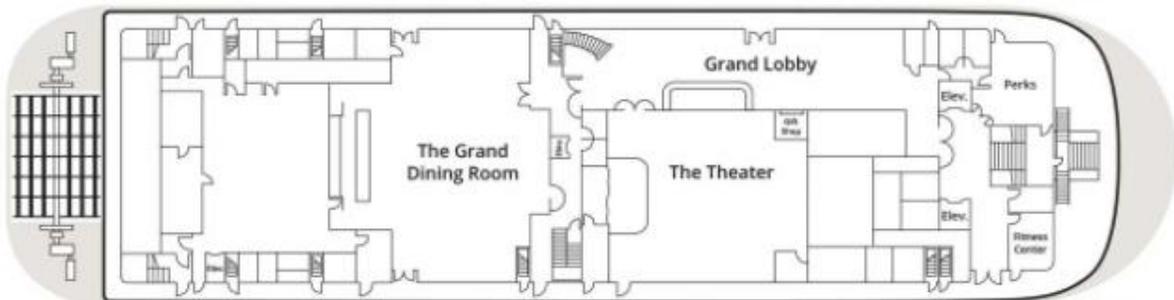
DECK 4 - SUN DECK



DECK 3 - OBSERVATION DECK



DECK 2 - CABIN DECK

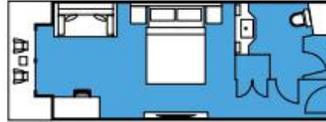


DECK 1 - MAIN DECK



### A VERANDA SUITES WITH PRIVATE BALCONY

These suites offer the perfect break from a busy day on the river. Settle in at your desk or relax on the couch, open the doors to your veranda and peacefully watch the riverbanks of America's heartland drift by.

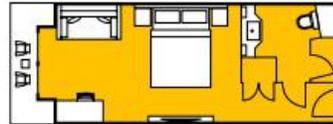


- 255 sq. ft. with 40-sq.-ft. private veranda (wheelchair-accessible rooms are 325 sq. ft.)
- Queen bed or two single beds
- Full bathroom with shower
- Furnished lounge area with sofa and desk
- Sliding doors open to veranda
- Interior access
- Cabin Deck

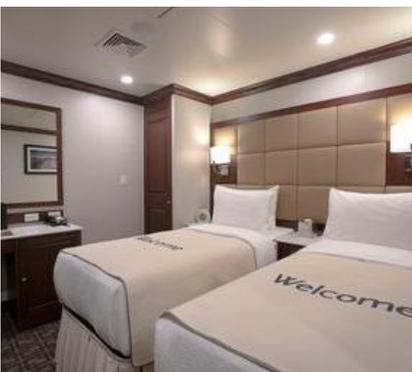


### B DELUXE OUTSIDE STATEROOMS WITH OPEN VERANDA

Start your morning on the river by opening sliding doors to enjoy fresh air and picturesque landscape as we gently drift past. Indulge in some snacks on the deck outside your stateroom, socialize with fellow guests or simply enjoy a luxurious day of lounging.

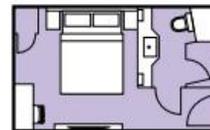


- 220 sq. ft. with open veranda (wheelchair-accessible rooms are 300 sq. ft.)
- Queen bed or two single beds
- Full bathroom with shower
- Furnished lounge area with sofa and desk
- Sliding doors open to deck
- Interior access
- Observation Deck



### E INSIDE STATEROOMS

Our Interior Staterooms invite you to relax and unwind in modern comfort. These spaces offer a tranquil retreat in which you can feel at home on the river and prepare for exciting days brimming with fun activities.



- 170 sq. ft. (wheelchair-accessible rooms are 220 sq. ft.)
- Queen bed or two single beds
- Full bathroom with shower
- Writing desk with chair
- Interior access
- Cabin and Observation Decks

# MISSISSIPPI CRUISE - RING IN THE SEASON



For further information or questions, please contact:  
**Star Destinations**  
**(712) 792-9793**  
**info@stardestinations.com**

**December 4-12, 2021**

**PASSENGER INFORMATION (1st Traveler)**  
 (Name must be written here as it appears on your government-issued ID)t.

First Name: \_\_\_\_\_

Middle Name(s): \_\_\_\_\_

Last Name(s): \_\_\_\_\_

Preferred Name: \_\_\_\_\_ Gender (circle one): M F

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (h) \_\_\_\_\_ (c) \_\_\_\_\_

Email: \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
month / day / year

Place of Birth - City: \_\_\_\_\_ State: \_\_\_\_\_

Dietary Needs: \_\_\_\_\_

Additional Special Requests/Needs: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Relationship: \_\_\_\_\_

Emergency Contact's Phone: \_\_\_\_\_

**PASSENGER INFORMATION (2nd Traveler)**  
 (Name must be written here as it appears on your government-issued ID)

First Name: \_\_\_\_\_

Middle Name(s): \_\_\_\_\_

Last Name(s): \_\_\_\_\_

Preferred Name: \_\_\_\_\_ Gender (circle one): M F

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (h) \_\_\_\_\_ (c) \_\_\_\_\_

Email: \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
month / day / year

Place of Birth - City: \_\_\_\_\_ State: \_\_\_\_\_

Dietary Needs: \_\_\_\_\_

Additional Special Requests/Needs: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Relationship: \_\_\_\_\_

Emergency Contact's Phone: \_\_\_\_\_

**Star Destinations RECOMMENDS all travelers purchase a Travel Protection Plan. For your convenience, we offer a Travel Protection Plan provided by Trip Mate.**

**Yes, I would like to purchase the offered plan.**  
 \$365 per person, Double  
 (Payment due with deposit)

**No, I decline the offered plan.**

Please choose a cabin:	(Double Occupancy) Trip Costs Per Person*
<input type="checkbox"/> <b>Cat. B</b> Outside-Open Veranda (220 ft <sup>2</sup> - 6 available)**	<b>\$4,185</b>
<input type="checkbox"/> <b>Cat. A</b> Outside-Private Veranda (255 ft <sup>2</sup> - 4 available)**	<b>\$4,485</b>

Single pricing subject to availability.  
 \*Tour cost subject to 3% credit card transaction fee.  
 \*\*Cabins subject to availability at time of registration.

**Waiver of the Pre-Existing Condition Exclusion (see plan summary pamphlet):** The exclusion for pre-existing conditions will be waived provided: (a) Your payment for this plan is received within 14 days of the date your initial payment or deposit for your trip is received; and (b) You are not disabled from travel at the time your plan payment is paid. To review full plan details online, go to: [www.tripmate.com/wpF450D](http://www.tripmate.com/wpF450D).

Sleeping Preference (circle one):      Two Beds      One Bed

Roommate (name): \_\_\_\_\_

**American Queen Steamboat Company requires a COVID-19 vaccination and the use of one smart phone per cabin.**

Please read the included flyers from American Queen.

PLEASE TURN OVER FOR SIGNATURE

# MISSISSIPPI CRUISE - RING IN THE SEASON

**DOCUMENTATION:** A current government-issued photo ID is required for this trip.

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**TERMS & CONDITIONS:** Star Destinations, Inc. (SDI) acts as an agent for, and makes arrangements with, airlines, hotels, railroads, bus lines, cruise lines, adventure companies, and other independent parties to provide you with the travel services and accommodations. Although great care is taken in choosing suppliers, we are unable to directly control them and therefore cannot be held responsible or liable for their acts or omissions. The travel services are subject to the conditions imposed by these suppliers, and their liability may be limited by their tariffs, conditions of carriage, and international conventions and agreements. Should for any reason beyond our control the hotel or establishment described in the attached itinerary not be available, SDI and its agents reserve the right to substitute with similar or superior category. SDI cannot assume responsibility for any claims, losses, damages, costs or expenses arising out of injury, accident or death, damage, loss, or delay of baggage or other property, or delay, inconvenience, loss of enjoyment, upset, disappointment, distress, or frustration, whether physical or mental, resulting from a) mechanical breakdowns, dangers inherent to the sea, fire, theft, civil disturbances, strikes, government actions, weather, and other factors and causes beyond our control. In addition, in the case of a pandemic, worldwide disturbance, or disturbance in your tour destination that interrupts or cancels your planned tour, SDI will do everything possible to retrieve any refundable components of your tour but cannot be held responsible for any non-refundable portions of the tour; b) passenger's failure to follow instructions of SDI or its representatives; c) any other cause beyond the control of SDI. In addition, SDI reserves the right to vary the tour price advertised or printed to cover any increase in air fare, fuel price, government taxes and charges, exchange rate fluctuations, or other tour-related tariffs and costs subject to price guarantee. Pricing may be increased due to requirements for social distancing, health safety, or scheduling that have not yet been determined by transportation companies, hotels, attractions, etc. Due to COVID-19, destination cities, states, or countries may implement additional travel restrictions and requirements such as wearing a mask, submitting to temperature checks or COVID-19 testing, getting vaccinated, etc. Refer to local, state, and national health guidelines for the most up-to-date information on your destination(s). Any public interaction carries a risk of exposure to COVID-19. Travelers assume this risk upon tour registration, and SDI cannot be held responsible in the event of COVID-19 exposure. If you request a variation or change to your booking, SDI may choose to accept or reject that request at its sole discretion. If SDI accepts your request, you must pay the variation fee and any costs associated with it.

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**A \$500 deposit and a copy of a current driver's license is required per person with your registration form in order to hold your spot.**

(\$100 is non-refundable after July 20, 2021. Reservations made after this date are subject to availability.)

**FINAL PAYMENT IS DUE: SEPTEMBER 1, 2021**

**DEPOSIT PAYMENT INFORMATION:**

Enclosed is my check, made payable to: Star Destinations

In the amount of: \_\_\_\_\_

Mail Check to: Star Destinations

P.O. Box 456, Carroll, IA 51401

**CREDIT CARD PAYMENTS** (your cost subject to 3% credit card transaction fee):

(Please Note: The charge will appear on your statement as Star Destinations)

Visa  Mastercard In the amount of: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ / \_\_\_\_\_ Security Code: \_\_\_\_\_  
month / year

Name as it appears on card: \_\_\_\_\_

**Please register me for the trip!**

Signature (1st Traveler): \_\_\_\_\_

Date: \_\_\_\_\_

Please initial to indicate you have read/agree to both Star Destinations' and American Queen's terms and conditions: \_\_\_\_\_

Are you a citizen of the United States?: (please check one)

Yes  No, I am a citizen of \_\_\_\_\_

If applicable:

Frequent Flyer #: \_\_\_\_\_

KTN #: \_\_\_\_\_

Signature (2nd Traveler): \_\_\_\_\_

Date: \_\_\_\_\_

Please initial to indicate you have read/agree to both Star Destinations' and American Queen's terms and conditions: \_\_\_\_\_

Are you a citizen of the United States?: (please check one)

Yes  No, I am a citizen of \_\_\_\_\_

If applicable:

Frequent Flyer #: \_\_\_\_\_

KTN #: \_\_\_\_\_

By registering for this trip, I agree to grant to Star Destinations and its authorized representatives permission to record on photography film and/or video, pictures of my participation. I further agree that any or all of the material photographed may be used, in any form, as part of any future publications, brochure, or other printed or digital materials used to promote Star Destinations, and further that such use shall be without payment of fees, royalties, special credit or other compensation.

## **PRE-BOARDING PROTOCOLS**

- VIKAND representatives will administer a PCR test (nasal swab).
- All guests will be tested at their pre-cruise hotel the night before embarkation; swab samples will be evaluated off-site overnight and ready in the morning.
- If you receive a negative result notification (via the app), please use it to enter the breakfast area the next morning.
- If you have a positive result notification (via the app), please stay in your hotel room to prevent spread to other guests.
  - ✓ A Guest Relations team member will connect with you directly to assist with next steps including pulling your luggage and arranging an additional hotel night so that you can make alternative travel/arrangements.
- One positive test will result in denied boarding, regardless of any subsequent negative test results.
- All guests will be tested, regardless of vaccination status.
  - ✓ A documented letter/proof, with doctor signature, that you have had COVID will not exempt you from being tested.

## **MASKS ARE MANDATORY**

- Masks are mandatory in all venues and in certain situations where recommended social distancing is not possible, including entertainment venues, elevators, shoreside terminals and shore excursion motor coaches.

## **GOING ASHORE**

- While the current environment prevents us from offering our Hop-On Hop-Off program, we will be including a curated collection of more traditional-style excursions with motor coach tours following a prescribed itinerary so as to maintain as safe a "bubble" as possible while on shore. These shore excursions, and our immersive premium experiences, are described in the shore excursion guide and on our website ([reservemyexcursions.com](https://reservemyexcursions.com)). Note that any may be altered due to evolving health protocols and standards in the ports of call we visit.
- Shore Excursion Managers will be with you to ensure experiences ashore are enriching, enjoyable and safe, and to communicate any program changes as we become aware of them.
- Due to the ever-evolving environment, we are not able to provide specifics about shore excursion programming outside of what is available in the shore excursion guide and on our website.

Our reservations staff is available to answer any other questions regarding your upcoming voyage and may be reached at (888) 749-5280.

## IMPORTANT INFORMATION REGARDING YOUR CRUISE: Please Read

Dear Guest,

Thank you for choosing American Queen Steamboat Company for your upcoming river journey. Like you, we are eager to get back to exploring America's waterways and have introduced **SafeCruise**, our enhanced set of health and safety protocols. SafeCruise is our commitment to your safety, security and well-being, as well as that of your fellow cruisers and the boat's crew. Please note, for all voyages departing July 1, 2021 forward, there is a mandatory **COVID-19 vaccination requirement**.

From pre-boarding and boarding to onboard procedures and shore excursions, SafeCruise protocols must be followed by all guests throughout the entire cruise experience. Details are included in your enclosed Passenger Ticket Contract (pages 14-15), which we encourage you to read. Frequently Asked Questions are also available for your review on our website at [americanqueensteamboatcompany.com/health-and-safety](http://americanqueensteamboatcompany.com/health-and-safety).

For your ease of reference, we are pleased to outline our SafeCruise protocols below as it is important for each guest to fully understand what is expected both before and during your travels with American Queen Steamboat Company.

### **BEFORE LEAVING HOME**

You will receive a **SafeCruise Health Questionnaire via email 72 hours before your departure**. This must be completed in advance of your travels. Please update your booking details to confirm we have your correct email address in our system to ensure your timely receipt of this questionnaire.

- We **strongly** recommend all guests be tested within 72 hours (or 5 days in areas where test results require more time) of embarkation to avoid the possibility of having to quarantine and/or be treated away from home.
  - ✓ It will be your responsibility to quarantine and/or arrange transportation home should you test positive.
  - ✓ **NOTE:** A negative pre-travel test is not a pass to boarding; you must pass the PCR testing conducted by VIKAND, a leading global maritime healthcare solutions provider.
- Answering yes to a screening question will result in denied boarding and you will be responsible for your alternative travel costs.
- Download the VIKAND app (available via your smartphone's app store, e.g. iTunes, Galaxy, etc.).
  - ✓ This app will allow for your private and timely notification of test results.
  - ✓ Your app QR code will be scanned during testing.
  - ✓ You will receive test results via a text notification the morning of embarkation.

We sincerely appreciate your cooperation as we all work toward a safe return to travel. We look forward to welcoming you aboard for a uniquely American river cruise experience.

Bon voyage!

American Queen Steamboat Company

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AQSC has introduced SafeCruise, our enhanced set of health and safety protocols. SafeCruise is our commitment to our guests' safety and security throughout the entire cruise experience, and features pre-boarding, boarding and onboard processes to enhance health and safety.



## PRE-BOARDING

- Guests will check in at the pre-cruise hotel stay on the day before embarkation. At this time, all guests will complete a health questionnaire and participate in a COVID-19 test.



## EMBARKATION AND DISEMBARKATION

- On the morning of embarkation, we will advise any individual who has tested positive that they cannot board.
- Luggage will be disinfected before it is brought on board and when it is removed from the vessel.
- When guests arrive at the gangway, facial recognition and temperature taking will be performed. This procedure will be used for all gangway access – on and off – by guests and crew.
- Social distancing during the disembarkation process will be achieved utilizing specific groupings
- When the gangway is in use, sanitation will occur every half-hour.



## CAPACITY CONTROL AND SOCIAL DISTANCING

- Each vessel will have reduced guest capacity.
- We will ensure all public space capacities – including restaurants, bars and lounges, entertainment venues, pool deck, spa and fitness center – are controlled to accommodate required social distancing.
- Capacity will be reduced in elevators.
- Social distancing of at least six feet will be required outside of any individual's travel party or immediate family.



## GUEST ACCOMMODATIONS

- Prior to guest arrival, staterooms and suites will be thoroughly cleaned and disinfected with hospital-grade EPA-approved solutions.
- Guest corridors will be cleaned and disinfected regularly.
- Multi-purpose disinfecting wipes will be made available for all guests to carry and will be placed in all guest accommodations.
- Guest staterooms will be cleaned and disinfected with electrostatic fogging twice daily.



## PUBLIC SPACES

- Every space undergoes continuous anti-microbial disinfection with medical-grade EPA-approved solutions.
- Twice daily anti-viral electrostatic fogging will occur in all public and crew spaces along with supplemental overnight deep fogging.
- Additional hand sanitizing stations with an alcohol-based sanitizer will be placed strategically throughout the ship.



## FRESH-AIR VENTILATION SYSTEMS

- UV-C light has been added to all main air handlers and all passenger and crew stateroom fan coil units to facilitate with effective disinfecting and sanitizing against microorganisms that may be present in the air supply.
- Air filtration and air quality are maintained to the highest industry standard on every vessel.



## VACCINATIONS

- COVID-19 vaccination is required for all guests and crew for all sailings beginning July 1, 2021.



## MASKS AND FACE COVERINGS

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- Masks will be required in all venues and in situations where recommended social distancing is not possible, including entertainment venues, elevators, shoreside terminals and shore excursion motorcoaches.
- Masks will be provided (one per guest) in each of the guest's accommodations and additional masks will be available, if needed.



## CREW MEMBER STANDARDS AND PRACTICES

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- 100% testing will occur for all crew at the start of each voyage.
- Crew will undergo daily temperature checks and regular health monitoring.
- Crew will wear masks when interacting with guests.
- Crew will follow proper hand washing techniques.
- Crew are prohibited from personal contact with guests such as handshaking, hugging, kissing and dancing.
- Crew are trained on all health and safety preventive measures.



## FOOD AND BEVERAGE

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- Hand washing stations are available outside each dining area.
- All self-service buffets will be suspended. A re-invented food and beverage concept will be launched with express breakfast and lunch options.
- Crew will sanitize all frequently touched surfaces in restaurant areas hourly.
- Crew will sanitize all back-of-house areas such as pantries and office areas.
- Sanitizing Logs will be accurately maintained, and records kept on file.
- All tables, chairs and counter tops will be sanitized on the hour – or when vacated by the guest, whichever comes first.
- All table items will be removed each time a table is vacated. All crockery, glassware and cutlery will be washed even if unused.
- Menus will now be single-use paper printed and be discarded after each use.
- All self-service areas are currently suspended. We will have assigned staff there to assist guests with their selections.



## SHORE EXCURSIONS

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- All bus seats, windows and handrails will be sanitized with an EPA-approved solution each day before the first guests arrive.
- Stepwell handrails, seat handrails and seats will be cleaned after each service and sanitized every hour.
- The bus restrooms will be sanitized with an EPA-approved solution after each use and several times per day beyond that.
- Liquid hand sanitizer dispensers will be available at the motorcoach doors for all guests.



## MEDICAL RESOURCES

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- A licensed nurse will be on board and available throughout the voyage.
- We have PCR Testing capabilities on board for ongoing monitoring of guests and crew.
- We have formed new partnerships in every port we visit so that you will be cared for wherever and whenever it is needed.



## SHARED RESPONSIBILITY

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- Wash your hands often with soap and warm water for 20 seconds. Use alcohol-based sanitizer when soap is not available.
- Cover your nose and mouth when you cough or sneeze and be sure to cough or sneeze into your elbow if a tissue is unavailable.
- Avoid touching your eyes, nose and mouth.
- Avoid personal contact with others such as handshaking or sharing cups, glasses or utensils.

## TRAVEL PROTECTION

### *Protect Your Cruise With Travel Insurance*

Life's unexpected circumstances can compromise your vacation plans, but you don't have to compromise your investment. American Queen Steamboat Company has paired with **Arch RoamRight**<sup>®</sup> to offer travel protection plans to cover your vacation investment.



Uniquely American River Cruises

# PASSENGER TICKET CONTRACT



## TERMS AND CONDITIONS OF CONTRACT OF CARRIAGE

**IMPORTANT NOTICE: THESE ARE THE TERMS AND CONDITIONS OF THE LEGALLY BINDING CONTRACT BETWEEN YOU AS OUR GUEST AND AMERICAN QUEEN STEAMBOAT OPERATING COMPANY, LLC, D/B/A AMERICAN QUEEN STEAMBOAT COMPANY. THIS TICKET CONTRACT CONTAINS SUBSTANTIAL PENALTIES FOR CANCELLATION, AS WELL AS CERTAIN LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS CONCERNING OUR LIABILITY FOR YOUR DEATH, ILLNESS OR INJURY, AS WELL AS LIMITATIONS CONCERNING DAMAGE CLAIMS RELATING TO BAGGAGE AND PERSONAL PROPERTY. PLEASE READ ALL OF THESE TERMS AND CONDITIONS CAREFULLY, PAYING PARTICULAR ATTENTION TO SECTIONS 10, 17 AND 29. BY SENDING PAYMENT TO CARRIER, BOARDING THE VESSEL, OR PARTICIPATING IN A CRUISE TOUR YOU AGREE TO ACCEPT AND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS WHICH FOLLOW, INCLUDING SPECIFICALLY THOSE REGARDING YOUR RIGHTS TO SUE, GOVERNING LAW, FORUM AND JURISDICTION. VACATION PROTECTION INSURANCE COVERAGE IS STRONGLY RECOMMENDED. THANK YOU FOR TAKING THE TIME TO FAMILIARIZE YOURSELF WITH THESE TERMS AND CONDITIONS.**

### 1. DEFINITIONS

- a. The words “You,” “Your” and “Guest” mean all persons, including minors, traveling under this Ticket Contract and each person’s heirs and personal representatives. Your acceptance of this Ticket Contract represents Your acknowledgment and acceptance of these Terms and Conditions for You and for all other persons traveling under this Ticket Contract, all of whom accept and agree to all the conditions of carriage either written here or which We may separately notify You of in writing.
- b. The words “We,” “Us,” “Our” and “Carrier” mean American Queen Steamboat Operating Company, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, whose principal offices are as shown at the end of this Ticket Contract and which also include its parent, subsidiaries and affiliates (including SEA Operating Company, LLC), as Well as the Charterer, Operator, Manager, Independent Contractors (including caterers, service providers and concessionaires) and their respective Agents, Servants and Employees and the Vessel itself.
- c. The word “Vessel” means the vessel chartered, operated, or provided by Us as the Carrier on which You, as Our Guest, will be traveling.
- d. The word “Master” means the Captain of the Vessel or any person who acts under his authority.

- e. The term "Cruise" means all water transportation aboard the Vessel and the Vessel's tenders which We agree to provide You pursuant to this Ticket Contract. The term "Cruise Fare" means the total amount paid, excluding Prepaid Charges, in exchange for the Cruise.
- f. The term "Cruise Tour" means those additional facilities and services added to the Cruise, including but not limited to pre- or post-Cruise packages, shore excursions, Tours, shoreside activities, water transportation, air transportation, hotel accommodations and ground transportation. The term "Cruise Tour Fare" means the total amount paid for the Cruise Tour, excluding Optional Facilities and Services Fees and personal charges.
- g. The term "Prepaid Charges" means that separate amount paid by You to cover the cost of all governmental and quasi-governmental fees, taxes and charges, as Well as ground handling fees and transfer costs and other tariffs, air fuel and fuel surcharges, security and handling fees and administrative and other fees and expenses of a similar nature concerning the specific itinerary of Your Cruise or Cruise Tour. Any increase or decrease in any component of Prepaid Charges may be made the subject of adjustment, in Our discretion.
- h. The term "Suite Baggage" means all baggage allowed aboard the Vessel and placed in Your suite according to these terms and conditions. "Other Baggage" means any of Your baggage or other personal property which has been stored at Your request in the Vessel's baggage room, holds or safe against a receipt.
- i. The term "Optional Facilities and Services Fees" means all fees and charges which You voluntarily incur for items which may include, but are not limited to, vacation protection insurance coverage, shore excursions, spa treatments and prepaid gratuities and other optional purchases of products and/or services aboard the Vessel, which are considered earned as those facilities and services are provided either by Us as the Carrier or by third-party providers.

**2. IDENTIFICATION**

Your name and the names of all Guests in Your party, the name of the Vessel, the sailing date, Your accommodations, Your total Cruise fare or Cruise Tour Fare and all scheduled ports, including embarkation and final destination are as specified on this Ticket Contract.

**3. CRUISE FARE AND CRUISE TOUR FARE; TRAVEL AGENT**

We acknowledge receipt of payment by You of the total Cruise Fare or Cruise Tour Fare, and We agree to transport You from the scheduled port of embarkation to the scheduled port of final destination according to all of the terms, conditions, limitation and exceptions contained in this Ticket Contract. The Cruise Fare paid by You covers all normal onboard services and meals (except where a cover charge may be imposed in certain restaurants), accommodations and facilities. Optional Facilities and Services provided by independent contractors and third-party providers may be added to the Cruise Fare by agreement in order to constitute a total Cruise Tour Fare, subject to all of the terms and conditions of this Ticket Contract regarding Our liability. Fares listed, quoted, advertised or booked in error, fuel supplements, government taxes, other surcharges and changes to deposit, payment and cancellation terms/conditions are subject to change without notice. In the event that a Cruise fare listed, quoted or advertised through any Website, the Carrier's sales or reservations person, travel agent or any other source is booked but is incorrect due to an electronic error, typographical error, human error or any other error causing the fare to be listed, quoted or advertised for an amount not intended by Carrier, Carrier reserves the right to correct the erroneous fare by requesting the Guest to pay the correct fare intended, or by canceling the Cruise in exchange for a full refund, but in no event shall Carrier be

obligated to honor any such booking resulting from the error or otherwise be liable in such circumstances.

Should You book a Cruise or Cruise Tour through a travel agent, You acknowledge that Your travel agent acts solely as Your agent and not as an agent for Us. We are not responsible for any representation or covenant that Your travel agent makes to You regarding the Cruise, Cruise Tour or any other services offered by Us. Receipt by Your travel agent of this ticket contract or any other communications, notices, or information from Us shall constitute receipt by You. Additionally, We shall not be responsible for the financial condition or integrity of Your travel agent and You remain liable for the monies due to Us should Your travel agent fail to remit them on Your behalf. Should Your travel agent make any payment to Us on Your behalf, any refund of that payment owed in accordance with this ticket contract will be refunded back to the travel agent and Our obligation to You for such refund shall be fully satisfied.

**4. CARRIER'S DISCRETION**

As the Carrier, We reserve the right at any time, without notice, to cancel any Cruise or Cruise Tour, to change or postpone the date or time of sailing or arrival, to change the port of embarkation or final destination, to shorten the Cruise or substitute the Vessel or to change or substitute any component of the Cruise Tour, including but not limited to aircraft, other transportation or any hotel at which You are scheduled to stay. If We are required to do any of those things, We will be responsible to You as follows:

- a. If We cancel the Cruise or Cruise Tour before it has started, We will refund the Cruise Fare or Cruise Tour Fare that We have actually received (less any air or accommodation charges incurred).
- b. If the scheduled sailing date or time is delayed and as a result of that delay, You are not otherwise accommodated on board the Vessel, We may arrange hotel accommodations and food at no additional expense to You for the duration of the delay.
- c. If the scheduled port of embarkation or final destination is changed, We will arrange transportation to the new port from the originally scheduled port.
- d. If the Cruise is shortened or terminated, We will, at Our option, either make a proportionate refund of the Cruise Fare and Cruise Tour Fare or We will transfer You to another vessel or the port of final destination by other means. If the scheduled length of the Cruise is increased, You will have no responsibility for the cost of the additional Cruise fare, and We will have no responsibility to pay or compensate You in any manner, including any direct or consequential damages. In either of the above circumstances, Our responsibility ends once We return You to the point of destination as booked and ticketed by Us.

If any component of Your Cruise Tour, such as the hotel at which You are scheduled to stay, is changed or substituted, We will Use reasonable efforts to obtain a substitute for such component that is substantially equivalent therefore, but shall have no liability to You in connection with such substitution or change.

**5. THIS TICKET IS NON-TRANSFERABLE**

This Ticket Contract is not transferable or assignable by You, and is valid only on the Vessel and for the Cruise or Cruise Tour booked by You. Please refer to Your Confirmation for payment terms. No reservations will be issued on a binding basis unless We, as the Carrier, or Our representative receive the required payments. We reserve all rights concerning the pricing and payment of all Cruise Fares and/or Cruise Tour Fares. Travel agents and all other agents are declared to be solely Your agents for the purposes of this Ticket Contract, and all further

documents concerning the Cruise and/or Cruise Tour. Cruise Fares and/or Cruise Tour Fares together with Prepaid Charges and Optional Facilities and Service Fees incurred are agreed as fully earned and otherwise paid at the scheduled sailing or departure date, respectively, and will not be refunded in whole or in part except as otherwise noted in this Ticket Contract. Certain changes to Your reservations may constitute a cancellation, and are therefore subject to cancellation charges as outlined in Clause 6 of this Ticket Contract.

#### 6. CANCELLATION POLICY

When We receive a written notice of cancellation from You addressed to Us at Our principal offices (collectively "cancellations"), both parties agree to the following provisions.

- a. In the event of cancellations actually received by Us one hundred twenty-one (121) days or more prior to sailing date, a refund of all amounts already paid to Us will be made less a \$250-per-person administrative fee.
- b. In the event of cancellations actually received by Us on or between ninety-one (91) days and one hundred twenty (120) days prior to sailing date, a refund of all amounts already paid to Us will be made, less a cancellation charge equal to twenty-five percent (25%) of the gross fare.
- c. In the event of cancellations actually received by Us on or between sixty-one (61) days and ninety (90) days prior to sailing date, a refund of all amounts already paid to Us will be made, less a cancellation charge equal to fifty percent (50%) of the gross fare.
- d. In the event of cancellations actually received by Us on or between thirty-one (31) days and sixty (60) days prior to sailing date, a refund of all amounts already paid to Us will be made, less a cancellation charge equal to seventy-five percent (75%) of the gross fare. If the cancellation charge is more than Your advance payment, You agree to be liable to Us for the difference.
- e. In the event of cancellations actually received by Us on or between the sailing date and thirty (30) days prior to sailing date, a cancellation charge equal to one hundred percent (100%) of the gross fare will be imposed. In addition, any Prepaid Charges, Optional Facilities and Services Fees incurred will not be refunded. If the cancellation charge is more than Your advance payment, You agree to be liable to Us for the difference.
- f. In the event that no notice is given or cancellation is not received by Us ("no-show") prior to sailing date, no refund of the applicable fare will be made, and a cancellation charge equal to one hundred percent (100%) of the gross fare will be imposed. In addition, any Prepaid Charges, Optional Facilities and Services Fees incurred will not be refunded. If the cancellation charge is more than Your advance payment, You agree to be liable to Us for the difference.
- g. All appropriate refunds may be made either to You or to Your travel agent, if You are so represented, in the same form as received. Please note that some agents may, in their discretion, withhold an agency cancellation charge. We shall have no responsibility to You for any such agency cancellation charge.
- h. Cancellation charges are imposed regardless of resale of the Cruise, hotel or air components. As noted above, all refunds of the applicable fare and Prepaid Charges will be made less cancellation charges, together with Prepaid Charges, Optional Facilities and Service Fees incurred, which may include prepaid hotel, airline, ground-related or immigration related expenses and administrative fees, among

others. We highly recommend that all Our Guests purchase vacation protection insurance.

- i. Changes to a reservation after deposit and prior to issuance of travel documents may result in assessment of administrative fees and service charges beyond the control of Carrier. Administrative fees and service charges will vary, and are based on the type of change to Your Cruise departure, itinerary or package. Guests are responsible for any additional costs incurred as a result of these changes. Some changes, including name changes, may also be considered cancellations, and applicable fees will be assessed. Any changes to a reservation that result in imposition of airline or other cancellation fees are the responsibility of the Guest. No refund will be made for unused or partially Used portions of the Cruise, air or land programs, including shore excursions, except as specifically outlined in this Ticket Contract.

For complete details on the terms and conditions governing shore excursions, including Our shore excursions cancellation policy, please review the Shore Excursions Terms and Conditions on Our Website which are incorporated herein by reference.

#### 7. GUEST'S WARRANTIES

You warrant that You and all other Guests traveling with You are physically, emotionally and otherwise fit to undertake the Cruise or Cruise Tour; that You and they have received all medical inoculations necessary; that You and they will at all times comply with the Vessel's rules and regulations and orders and directions of the Vessel's Master, officers and medical staff; and that Your conduct will not impair the safety of the Vessel or jeopardize or inconvenience other Guests. We may disembark at any port any Guest who may be suffering from contagious or infectious diseases or whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of other Guests or the crew. In such cases, the Guest shall not be entitled to any refund of the Cruise fare or Cruise Tour fare or any compensation whatsoever.

#### 8. EMBARKATION

Upon embarkation, You shall have in Your possession this Ticket Contract and valid government issued photo identification. We, as Carrier, shall not be liable for any losses or delays incurred by Your failure, or that of others, to maintain all of said necessary documents. You are required to be aboard the Vessel at least one (1) hour before scheduled departure time. Notwithstanding the other provisions of this paragraph, We reserve the right, in Our sole discretion, to deny embarkation to any person for any reason (other than discrimination on the basis of race, religion, national origin, gender, sexual preference or other legally impermissible classification). Where We deny embarkation to any Guest at Our discretion, We shall refund to You the Cruise Fare or Cruise Tour fare paid by You, and We shall have no further liability to You whatsoever. In addition, Clause 19 below requires You to advise Us in writing of any physical, emotional or mental condition which may require attention during the Cruise and to advise Us if You are physically challenged or require the Use of a wheelchair or other similar permitted equipment. You may be refused embarkation if You, in Our sole opinion, are not physically, mentally, emotionally or otherwise fit to undertake the scheduled voyage, or if You fail to follow the notification requirements of Clause 19 or if You attempt to bring on the Vessel equipment not permitted on board, in which case You shall forfeit the applicable Cruise Fare or Cruise Tour Fare in full, and We shall have no further liability to You whatsoever.

## 9. CARRIER'S RIGHTS

The Vessel, either before embarkation or at any time thereafter and whether or not required by any maritime necessity, may remain in port, proceed by any route and deviate from or change the advertised scheduled or intended route at any stage of the voyage and may proceed to and stay at any places whatsoever, although in a contrary direction to, outside of or beyond the Usual route, one or more times, in any order, for or due to:

- a. loading or discharging fuel, stores, laborers, stowaways, Guests or members of the Vessel's company;
- b. war, hostilities, blockage, ice, labor conflicts, Weather, fire, surf, shallow waters, high waters, insurrections, congestions, docking difficulties;
- c. disturbances on board or ashore;
- d. restraint of any Governmental Authority;
- e. breakdown of the vessel; or
- f. any other reason whatsoever that Carrier or Master may deem advisable for this, or any prior or subsequent voyage. Any such procedure shall be considered not to be a deviation but within the voyage herein intended as fully as if specifically described herein. The above mentioned provisions are not to be considered as restricted by any words of this Ticket Contract whether written, stamped or printed. The Vessel may adjust compass, drydock or go on ways before or after commencement of the voyage, and may sail without pilots, tow or be towed and assist vessels in all situations and deviate for the purposes of saving life or property.

If the performance of the proposed voyage is hindered or prevented (or in the opinion of the Carrier or Master, is likely to be hindered or prevented) by any of the reasons listed in 9.b. through e. above, or if Carrier or the Master of the Vessel consider that for any reason whatsoever, beyond the control of the Carrier, proceeding to, attempting to enter or entering or remaining at any port may expose the Vessel to risk of loss or damage, or be likely to delay the Vessel, We may deviate from the scheduled Cruise by omitting, adding or changing the dates for any port or destination, and may provide alternate transportation to some or all of the ports or the destination, and You and Your baggage may be landed at any port or place at which the Vessel may call, in which event Our responsibility shall cease and this Ticket Contract shall be deemed to have been fully performed subject to paragraph 4(d), or if You have not embarked, We may cancel the proposed voyage without liability to refund any Cruise Fares or Cruise Tour Fares paid in advance.

## 10. CARRIER'S LIABILITY

Our responsibility as the Carrier for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by You or any of the other Guests in Your party shall, in the first instance, be governed by the limitations of liability set forth in the statutory maritime and general laws of the United States (including but not limited to the Limitation of Liability Act of 1851 and 46 USC 30501 et. seq.), as the law governing this Ticket Contract, exclusive of conflicts of laws provisions. We shall not be liable for any such death, injury, illness, damage, delay, loss or detriment caused by Act of God, war or warlike operations, civil commotions, labor trouble, interference by Authorities, perils of the sea, lurching of the Vessel or any other cause beyond Our control, fire, thefts or any other crime, errors in the navigation or management of the Vessel or defect in or unseaworthiness of hull, machinery, appurtenances, equipment, furnishing or supplies of the Vessel, fault or neglect of pilot, tugs, agents, independent contractors, including without limitation the Vessel's medical personnel, You or other persons on board not in Our

employ or any other cause of whatsoever nature except and unless it is proven that such death, injury, illness, damage, delay or loss resulted from Our act or omission committed during the course of the carriage and due to Our fault or neglect or any of Our servants or agents acting within the scope of their employment.

Guest agrees that the Carrier shall not be liable under any circumstances for any incident, injury, or property damage arising from events occurring outside of the Guest areas of the Vessel or outside of the Vessel itself, including but not limited to those events occurring ashore or on shore excursions not operated by Us, on tenders not owned or operated by the Carrier, on or resulting from equipment not a part of the Vessel, upon docks and/or piers not owned by Us, or involving persons employed on board the Vessel acting outside the course and scope of employment.

Carrier shall not be liable to the Guest for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances, when such damages Were neither the result of a physical injury to the Guest, nor the result of that Guest having been at actual risk of physical injury, nor Were intentionally inflicted by the Carrier. If You Use the Vessel's athletic or recreational equipment or take part in organized or individual activities, whether on or off the Vessel or as part of a shore excursion, You assume the risk of injury, death, illness or other loss, and Carrier shall not be liable in any way whatsoever.

Our liability as Carrier for Suite Baggage and other baggage shall be limited to a maximum of \$500-per-bag. Should You desire an extension of Our liability of \$500, You should declare the true value of the property and pay to Us an amount of money calculated at 5% of the true value declared, up to \$5,000. Liability will then be extended to the amount of the true value declared but in no event exceeding \$5,000. NO SUIT SHALL BE MAINTAINABLE AGAINST US UPON ANY CLAIM IN CONNECTION WITH THIS TRANSPORTATION OR TICKET CONTRACT RELATING TO THE SUITE BAGGAGE OR OTHER BAGGAGE OR ANY PROPERTY UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS SHALL BE DELIVERED TO US OR OUR AGENT AT OUR OFFICE AT ANY ADDRESS SET FORTH HEREIN WITHIN THIRTY (30) DAYS AFTER TERMINATION OF THE VOYAGE TO WHICH THIS TICKET CONTRACT RELATES, AND IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST THE CARRIER WITH RESPECT TO SUITE BAGGAGE OR OTHER BAGGAGE OR PROPERTY BE MAINTAINABLE UNLESS SUIT SHALL BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE TERMINATION OF THE VOYAGE, NOTWITHSTANDING ANY PROVISION OF APPLICABLE LAW TO THE CONTRARY. NO SUIT SHALL BE MAINTAINED AGAINST US FOR DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH OF THE GUEST OR FOR ANY OTHER CLAIM UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS ARE DELIVERED TO US OR OUR AGENT AT ANY ADDRESS SET FORTH HEREIN WITHIN SIX (6) MONTHS FROM THE DAY WHEN SUCH DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH OF THE GUEST OR CLAIM OCCURRED; AND IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST US WITH RESPECT TO DELAY, DETENTION, PERSONAL INJURY, ILLNESS, DEATH OR ANY OTHER CLAIM BE MAINTAINABLE, UNLESS SUIT SHALL BE COMMENCED WITHIN ONE (1) YEAR FROM THE DAY WHEN THE DELAY, DETENTION, PERSONAL INJURY, ILLNESS, DEATH OF THE GUEST OF CLAIM OCCURRED,

NOT WITHSTANDING ANY PROVISION OF APPLICABLE LAW TO THE CONTRARY. GUESTS AGREE THAT ANY CLAIM OR CAUSE OF ACTION BROUGHT AGAINST THE CARRIER SHALL BE LITIGATED SOLELY IN A PERSONAL CAPACITY, AND NOT AS A MEMBER OF A CLASS ACTION OR IN ANY OTHER REPRESENTATIVE CAPACITY.

The requirements of this Clause cannot be waived by any of Our agents or employees; they may be waived only by express written agreement of one of Our directors having authority in the premises.

Notwithstanding the foregoing, We shall in no event be liable to You in respect of any occurrence prior to embarkation or after disembarkation from the Vessel named herein or substitute, or, with respect to any baggage, when the same is in Our custody at any shore side installation. We shall in no event be liable for the loss of or damage to cash, securities, gold, silverware, jewelry, ornaments, works of art or other valuables unless the same have been deposited with Us against receipt for the agreed purpose of safekeeping. In the event of such a deposit, Our liability for loss or damage thereof shall be limited to \$100, unless value exceeding that amount is declared in writing. If the declared value exceeds \$100, We are entitled to charge 5% of value declared, up to \$5,000. Upon payment of this charge, liability will be extended to the true value declared but in no event shall We be liable for an amount exceeding \$5,000.

We have made arrangements on Your behalf for the provision of travel facilities and services other than water transportation with various independent contractors and not as an agent of those independent contractors. No representations or warranties of any kind are made with respect to the suitability, safety, insurance or other aspects of facilities or services offered by independent contractors. We assume no responsibility in whole or in part for any delays, delayed departures or arrivals, missed connections, loss, death, damage or injury to person or property, accident, mechanical defect, failure or negligence of any nature however caused in connection with any independent contractor accommodations, transportation, services or facilities, substitution of hotels, common carriers or equipment or for any additional expenses occasioned thereby. We reserve the right to choose the air carrier, routing and gateway locations, as Well as the right to substitute charter flights for scheduled service and vice versa. If the entire Cruise or Cruise Tour is canceled by Us for any reason, Guests shall have no claim other than for a full refund of the Cruise Fare or the Cruise Tour Fare, whichever is applicable. The airlines and other transportation companies concerned are to be held responsible for any act, omission or event during the time You are on board their conveyances. This Ticket Contract constitutes the sole agreement between Us and You, it being understood that the various independent contractors otherwise participating in the Cruise or Cruise Tour will enter into their own separate contractual arrangements with You, and that You assume the risk of utilizing the services and facilities of those independent contractors. Any penalties, change fees or cancellation fees that result from changes to or cancellation of air arrangements are the sole responsibility of the Guest.

If any claim is brought against Us in a jurisdiction where any of the applicable limitations and exemptions contained in the foregoing subparagraphs are legally unenforceable, then in such event We 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 if not shown to have been caused by Our negligence.

#### **11. THIRD PARTY AND MEDICAL PROVIDERS**

We, as the Carrier, are not responsible for services, treatments and/or attendance provided or supplies given by the medical personnel, beautician,

barber, fitness instructor, laundry, photographic and/or any other concessionaire or other persons providing personal services to You. Should You avail Yourself of the medical or other services which the Vessel's medical personnel may provide, We shall not be liable for the consequences of any examination, advice, diagnosis, medication or treatment thus furnished.

#### **12. GUEST DETENTION**

If You are detained on board or elsewhere at any time or at final destination because of quarantine, port regulations, illness or other cause, all expenses incurred in connection with such detention shall be Your sole responsibility. If You are carried aboard the Vessel beyond final destination for any reason, without fault of the Carrier, You shall pay for any additional maintenance or extra transportation. Should it become necessary, in the sole judgment of the Master of the Vessel, to transfer You for medical reasons, the cost of such transfer shall be borne by You.

#### **13. DANGEROUS ITEMS**

Only such personal Wearing apparel, effects and gifts as are necessary and appropriate for the voyage may be brought on board by You. Any piece of baggage must be distinctly labeled with Your name, Vessel's name, suite number and sailing date. You are allowed without extra charge one (1) cubic meter (cbm) of baggage. You may not possess firearms, explosives, flammable materials or other hazardous goods. Such goods shall be surrendered to the Master at embarkation, and in Our discretion may be confiscated, destroyed or surrendered to authorities. You shall have no claim for loss or inconvenience thereby incurred. We assume no responsibility for any loss of or damage to Your perishable items, medicines, valuables, financial instruments, electronic equipment and the like, except as specifically provided in this Ticket Contract.

#### **14. SMOKING POLICY**

Guests are kindly reminded that smoking constitutes a serious health and safety hazard that may result in the combustion of accommodation areas and furnishings, and thus is expressly forbidden in all staterooms, suites and on verandas. For the safety and comfort of Your fellow guests, We request Your cooperation and compliance with this policy. Guests choosing to disregard the policy may be subject to monetary penalties ☒ up to the fare paid for passage ☒ that will be imposed to cover the costs associated with the required cleaning of stateroom furnishings, verandas and surrounding deck and accommodation areas. Guests are also kindly reminded that the Master of the Vessel reserves the right to disembark any guests, without prior warning, for violation of this policy, and said guest(s) shall be responsible for all costs associated with repairs or replacement of furnishings as a result of combustion of accommodation areas found to be caused by said guest(s). Our vessels are generally non-smoking; however, smoking is permitted in certain designated areas.

#### **15. ALCOHOL POLICY**

The sale and consumption of alcoholic beverages will be limited to Guests who are 21 years or older. Carrier will refuse and prohibit the sale or service of alcoholic beverages to Guests under the age of 21 years. Guests are kindly reminded to consume alcohol in moderation. CARRIER RESERVES THE RIGHT TO PROHIBIT AND RETAIN ALL LIQUOR BROUGHT ABOARD THE VESSEL.

#### **16. PETS**

No pets or other animals are allowed on board the Vessel, except for designated service or guide animals, provided that the Guest notifies the Carrier, prior to the Cruise, of the Guest's intention to bring such animal and agrees to accept full responsibility for any expense, damage, losses or injuries associated with or caused by such animal.

## 17. INDEMNIFICATION

You agree to indemnify Us for all penalties, fines, charges, losses, deviation expenses or damages of any nature incurred or imposed upon Us or the Vessel by virtue of any act or violation of law by You or by all Guests named on or traveling under this Ticket Contract.

## 18. CHILDREN

Carrier requires that children under the age of 18 be accompanied by and occupy the same accommodations as a parent or other responsible adult 25 years or older. We do not provide services for the care, entertainment or supervision of children, and We reserve the right to limit the number of children on board under the age of 18 years.

## 19. HEALTH CONSIDERATIONS

Guests must notify Carrier in writing at the time of booking of any physical or mental illness, disability or other conditions for which special accommodations or the Use of a wheelchair is necessary or contemplated. Also, We must be notified of any medical treatment that may render the Guest unfit for travel or constitute a risk or danger to the Guest or anyone else on board. The vessels do not carry a medical doctor on board. Acute medical conditions will require You to disembark to be attended to by shoreside emergency and/or medical response, and You are advised that, due to the nature of travel by water, emergency medical evacuation may be delayed or impossible. Guests needing any form of assistance and those who are physically disabled must be accompanied by someone who will take full responsibility for any needed assistance during the Cruise and in the event of an emergency. We reserve the right to refuse passage to anyone who, in Our sole opinion, may affect the health, safety or enjoyment of other guests. Guests requiring a wheelchair must provide their own collapsible wheelchair. Please be aware that some ports of call, shore excursions, docks, gangways and other requirements may preclude a wheelchair guest from leaving the vessel; this decision will be made by the Master of the Vessel, and is binding. Also, there may be certain physical conditions, including raised doorway thresholds from 2 to 16 inches, stairways and narrow passageways within the vessel, that may limit or preclude the accessibility of wheelchair guests to some areas. Any Guest who requires oxygen canisters or oxygen concentrators must independently make all the necessary arrangements, including procuring and moving any oxygen containers while on board. Please be advised that liquid oxygen is not permitted on board the Vessel. Failure to disclose physical, mental or emotional conditions prior to the departure date, or Your attempt to bring on the Vessel equipment not permitted on board, may result in denial of embarkation and forfeiture of the applicable Cruise Fare or Cruise Tour Fare, and in such event We shall have no liability financially or otherwise.

## 20. GENERAL AVERAGE

You will not be liable to pay nor be entitled to receive any general average contribution in respect of property taken with You on the Vessel.

## 21. PAYMENTS

Any and all payments made by You to Us shall be made in currency of the United States of America. All charges for services and products provided on board the Vessel must be settled in cash or charged (via credit card acceptable to Us) before Your final disembarkation from the Vessel. Any other expenses incurred by You or by Us on Your behalf shall be payable by You on demand. Carrier accepts no responsibility for credit card processing fees independently assessed by issuing banks. None of these fees separately charged by the issuing banks accrues to the benefit of Carrier, nor do they accrue to the benefit of Carrier's credit card processing bank.

## 22. CARRIER'S RESERVED RIGHTS

Nothing contained in this Ticket Contract shall be construed to limit or deprive Us of the benefit of Subtitles II and III of Title 46, United States Code, (as revised and amended) or of any other Statute or law whatsoever that might be applicable providing for exoneration from or limitation of liability.

The provisions of Clause 9 shall extend to each of the independent contractors (including caterers and concessionaires) as Well as Our servants and agents and the Vessel as defined in Clause 1, and for this purpose shall be deemed to constitute a contract entered into between You and Us, as the Carrier, on behalf of all persons who are or may be Our servants or agents from time to time, and all such persons shall to this extent be deemed to be parties to this Ticket/Contract.

If any other person or entity should be held responsible, he, she or it shall be entitled to all of the benefits, limitations and exceptions mentioned in this Ticket Contract otherwise. This Ticket Contract and every term and provision hereof shall be and remain in full force and effect during all periods when We are under any responsibility to You or Your property for any reason whatsoever.

## 23. GUEST'S COVENANTS

You covenant and warrant that You are duly authorized by or on behalf of all Guests named on or traveling under this Ticket Contract to agree to all terms, conditions, limitations and exceptions herein contained, and by accepting and/or Using this Ticket/Contract, he or she and/or they do agree accordingly and do agree that the same shall be binding on them with the same force and effect as if they and every one of them signed this Ticket Contract.

Guests are required to be on board the Vessel at least one (1) hour prior to the scheduled departure time. Should the actions or inactions of any Guest(s) result in the Vessel not sailing at its scheduled departure time, Carrier shall assess Late Departure Fees, beginning at US \$1,000 per Guest, to said Guest(s) directly responsible for any departure that is delayed more than 15 minutes beyond the scheduled and published departure time and liquidated damages.

## 24. TICKET/CONTRACT USAGE

The right is reserved to consider this Ticket Contract as canceled and the applicable fare forfeited if You do not Use this Ticket Contract for the Vessel or other Vessels substituted, or land arrangements for the date mentioned or should this Ticket Contract become lost or mislaid or if You Use this Ticket Contract for only part of the voyage or Tour indicated hereon, for any reason, whether or not due to causes beyond Your control.

## 25. SECURITY PROVISIONS

In the interests of national security and maritime safety and in the interest of the convenience and safety of other Guests, You agree and consent to a reasonable search being made of You, Your baggage or other property, and to the removal and confiscation or destruction of any object that may, in Our opinion or that of the Master, impair the safety of the Vessel or inconvenience other Guests or violate the laws of any applicable authority relative to the possession and/or transportation of nonprescription narcotics, controlled substances or any other commodity of any nature. Please note that the Vessel is governed by U.S. federal law, and any substances that are prohibited by federal law are illegal on board, even though such substances may be legal under state law.

## 26. GUEST BOOKINGS

Specific Guest accommodation assignments are not guaranteed. Carrier reserves the right to move Guest(s) to a comparable accommodation for

any reason. As a condition of its business, We retain the right to overbook Guest accommodations. In the event that the Guest accommodation referenced in this Ticket Contract is overbooked, or if We determine that the Vessel is overbooked, We may, at Our discretion, deny boarding to any Guest and, at Our further discretion, refund all monies paid or offer another Cruise or Cruise Tour in substitution.

#### 27. NO SOLICITATION

The Guest shall not solicit other Guests, the Carrier's employees, personnel or agents during the voyage with respect to any professional, commercial or business activity, whether for profit or otherwise, without the prior written consent of the Carrier. Solicitation in any form will result in mandatory disembarkation from the Vessel with no refund for any unused portion of the Cruise ticket or other prepurchased items including Your return airfare.

#### 28. USE OF LIKENESS

Carrier has the exclusive right to Use video and other visual/audio portrayals of You or Your likeness taken during Your Cruise in any medium of any nature whatsoever for any purpose, including advertising or promoting the services of Carrier, without any compensation being paid to You. Any such portrayal or likeness shall be the exclusive property of the Carrier.

#### 29. CHOICE OF LAW AND FORUM; WAIVER OF JURY TRIAL

All questions arising on this Ticket Contract shall be decided according to the statutory and general maritime laws of the United States of America, with references to which this Ticket Contract is made. YOU AND WE AGREE IRREVOCABLY THAT ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS TICKET CONTRACT SHALL BE DETERMINED AND LITIGATED, IF AT ALL, BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA IN NEW ALBANY, OR AS TO THOSE LAWSUITS TO WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, BEFORE A COURT LOCATED IN FLOYD COUNTY, INDIANA, TO THE EXCLUSION OF THE COURTS OF ANY OTHER COUNTY, STATE OR COUNTRY. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TICKET CONTRACT.

#### 30. AMENDMENTS AND MODIFICATIONS

In the event that amendments or modifications to this Ticket Contract are required, they may be added by means of attached form and will be considered an enforceable part hereof.

#### 31. FOR PROFIT ENTITY

Notwithstanding that Carrier, at the Guest's option, arranges transportation, hotel accommodations, ground transfers, shore excursions and other services with independent suppliers of the services, it should be understood that Carrier, being a "for-profit entity," earns a fee on the sale of optional services.

#### 32. MISCELLANEOUS

The illegality or invalidity of any paragraph, clause or provision of this Ticket Contract shall not affect or invalidate any other paragraph, clause or provision thereof. All headings set forth in this Ticket Contract are for convenience only, and have no separate meaning or effect.

### **ADDENDUM TO CARRIER'S TERMS AND CONDITIONS OF CONTRACT OF CARRIAGE**

In keeping with Federal, State and Local guidelines, Carrier has put in place comprehensive preventative measures aimed at preventing the introduction to and the spread of COVID-19 aboard the Vessel; however, despite Our mitigating efforts, We cannot guarantee that You or Your travel companion will not be exposed to COVID-19 during Your travels.

Therefore, the following provisions are incorporated into and made part of American Queen Steamboat Operating Company, LLC's Terms and Conditions of Contract of Carriage ("Ticket Contract") and are effective for all Voyages. All capitalized terms Used herein are as defined in the Ticket Contract.

#### 1. CRUISE WITH CONFIDENCE

##### a. Pre-Embarkation

Prior to embarkation, ALL GUESTS MUST COMPLETE A CONFIDENTIAL HEALTH QUESTIONNAIRE AND CONSENT TO COVID-19 TESTING, which is considered part of the embarkation process. Any Guest who (i) answers "yes" to any of the health questionnaire questions regarding symptoms of or exposure to COVID-19 or (ii) receives a positive test result, will be denied embarkation and will be directed to nearby medical facilities for further voluntary medical evaluation, testing or treatment if necessary. For Your peace of mind and to limit the likelihood of quarantining or being treated away from home, We strongly recommend that You and Your travel partner participate in COVID-19 testing within five days of the scheduled embarkation date.

In addition, Carrier will require COVID-19 vaccination of all Guests after the date on which vaccines are readily available to the general public in accordance with federal, state, and local guidelines and Guests will be required to present proof of vaccination prior to boarding the Vessel. Any Guest who does not vaccinate in advance may pose a direct threat to the health and safety of other Guests and crew. Accordingly, Guests who do not vaccinate or are unable to provide proof of vaccination may be denied embarkation.

Where We deny embarkation in accordance with this Section 1.a., We shall refund You the Cruise Fare or Cruise Tour fare paid by You, and We shall have no further liability to You whatsoever.

##### b. During the Cruise

Throughout the Cruise, EACH GUEST MUST WEAR A MASK (covering mouth and nose) while aboard the Vessel except when in Your stateroom or eating or drinking. Any Guest who refuses to Wear a mask in accordance with this Section is subject to disembarkation at any port at the sole discretion of the Master.

Each time You board the vessel, Your temperature will be taken and evaluated by onboard staff. Any Guest whose temperature registers 100.4° or higher may be denied boarding.

For the safety and wellbeing of everyone on board the Vessel, ALL GUESTS MUST REPORT DEVELOPMENT OF ANY COVID-19 SYMPTOMS IMMEDIATELY to Vessel staff. Guests who report symptoms when boarding the vessel may be denied boarding at the sole discretion of the Master. Guests who report symptoms while aboard the Vessel will be assigned to a quarantine cabin and will be given the opportunity to consult with a virtual healthcare provider. Based on the advice of the healthcare provider, or at the discretion of the Master, Guests reporting COVID-19 symptoms shall remain in the assigned quarantine cabin and may be disembarked at any port.

Where We disembark or deny boarding in accordance with this Section 1.b., We shall arrange for Your transportation to nearby medical facilities or hotel, however, You shall not be entitled to any refund of the Cruise fare or Cruise Tour fare or any compensation or reimbursement whatsoever. No Guest who is disembarked or denied boarding in accordance with this Section 1.b. will be permitted to re-join the Cruise.

**2. GUESTS HEALTH INFORMATION**

Pre-embarkation screening, temperature checks, and virtual health consultations are an important part of Our on-board health monitoring program during Your Cruise. Resulting information may be considered Personally Identifiable Information (PII) under HIPPA. You expressly consent to Carrier gathering this information for the limited purposes of this addendum.

**3. GUEST ASSUMPTION OF RISK**

You acknowledge the contagious nature of COVID-19 and that, despite Carrier’s effort to mitigate such dangers, You may be exposed to or infected by COVID-19 during Your participation in the Cruise or Cruise Tour and that such exposure or infection may result in personal injury, illness, permanent disability, or death. You understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of yourself and others. You assume all of the foregoing risks and are solely responsible for any resulting injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, related to COVID-19, that You may experience or incur in connection with the Cruise or Cruise Tour, including any claims or expenses related to Your compliance with any federal, state, or local health orders in effect now or in the future (“Claims”).

**4. GUEST WAIVER OF CARRIER’S LIABILITY**

You and on behalf of your heirs, executors, administrators, successors and assigns, release, covenant not to sue, discharge, and hold harmless the Carrier, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. This release includes any Claims based on the actions, omissions, or negligence of the Carrier, its employees, agents, representatives, vendors, and independent contractors whether a COVID-19 infection occurs before, during, or after participation in the Cruise or Cruise Tour.

**BY SENDING PAYMENT TO CARRIER, BOARDING THE VESSEL, OR PARTICIPATING IN A CRUISE TOUR YOU AGREE TO BE BOUND BY THIS ADDENDUM.** The terms of this Addendum do not supersede or waive any provisions of the Passenger Ticket Contract, but apply only to the protocols, assumption of risk and waiver of liability as described herein. The terms of this Addendum are subject to change at any time for any reason including, upon guidance from the Centers for Disease Control, state or local health officials. The unenforceability of any of the provisions of this Addendum will not affect the enforceability of any other provisions of this Addendum or the Passenger Ticket Contract.



 **AMERICAN QUEEN<sup>®</sup>**  
**STEAMBOAT COMPANY**  
Uniquely American River Cruises

222 PEARL ST.  
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**AMERICAN QUEEN STEAMBOAT  
OPERATING COMPANY, LLC**

222 Pearl Street, New Albany, IN 47150  
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Ticket Contract 012121

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