



Cruise Terms and Conditions

WOD on the Waves / Celebrity Infinity / April 16-20, 2020

Terms and Conditions (last updated August 1, 2019)

Welcome to the 2020 WOD on the Waves Cruise (the "Cruise"). This document contains an IMPORTANT NOTICE TO GUESTS for the Cruise concerning important regulations and limitations with respect to this Cruise between you and the companies booking or chartering the Cruise and programming the Cruise events. These terms and conditions (the "Booking Contract") are considered legally binding and contain contractual terms, conditions and limitations between you and WOD on the Waves LLC, its representative Landry & Kling, Inc. ("L&K") or their respective officers, directors, employees, agents, contractors and affiliated third parties collectively referred to as the "Related Parties" with respect to this Cruise program beyond the terms and conditions described in Celebrity Cruises' Cruise Ticket Contract. The terms and conditions outlined in these documents are subject to change at any time with or without notice, and any such change will remain legally binding.

It is IMPORTANT that you carefully read all terms of this Booking Contract paying particular attention to Section 15, which limits our liability and your rights to sue, cancel, and refund. Please retain this document for your reference. Also, as Celebrity Cruises (the "Cruise Line") is the carrier for the Cruise, you as a passenger on their ship will be subject to certain limitations as more specifically outlined in their Cruise Ticket Contract at the time you complete your reservation to become a passenger on the ship. Celebrity Cruises' Cruise Ticket Contract terms and conditions can be reviewed [here](#).

UNDER NO CIRCUMSTANCES DOES THIS CONTRACT PROVIDE FOR AN AGREEMENT BETWEEN YOU AND ANY ATHLETES, ARTISTS, COACHES, OR ENTERTAINERS. FURTHER, YOU, AS A GUEST, ACKNOWLEDGE THAT THE CRUISE PROMOTED AND IDENTIFIED PERSONS, ATHLETES, ARTISTS, COACHES, AND ENTERTAINERS AFFILIATED WITH THE CRUISE AND THE OTHER PROMOTED PERSONS APPEARING IN CRUISE ADVERTISEMENTS (collectively "PROMOTED PERSONS") ARE SUBJECT TO CHANGE FOR ANY REASON AND/OR LIMIT THEIR PARTICIPATION OR AVAILABILITY DURING THE CRUISE. NO REFUNDS, DISCOUNTS OR SETOFFS ARE AVAILABLE FOR ANY REASON REGARDING THE AVAILABILITY OF THE "PROMOTED PERSONS."

Section 1. Overview

This Booking Contract outlines the terms and conditions that will apply to the relationship between you and WOD on the Waves LLC with respect to the Cruise and Cruise events covered by this agreement. Except as otherwise provided herein, this agreement supersedes any other written or oral representations or agreements relating to the subject matter of this Booking Contract. Each guest and passenger specifically agrees that the provisions provided by WOD on the Waves LLC and its Related Parties are included within the terms and conditions noted and that WOD on the Waves LLC and its Related Parties shall be entitled to the benefit of all the rights, terms, conditions, and limitations granted by Cruise Line pursuant to its Cruise Ticket Contract. The term Guest and Passenger describes you as the customer as applicable to the Booking Contract (with WOD on the Waves LLC.) and the Cruise Ticket Contract (with Cruise Line).

Section 2. Booking Contract

By making this reservation, or by acceptance and/or use of the reservation process in booking a cruise onboard a Cruise Line vessel, the person named thereon as passenger, each passenger and guest on the same reservation, each acknowledges he or she has read, and understands each and every term, condition, and provision of these terms and conditions and agrees to be bound thereby. In addition, the making of this reservation by or the acceptance and/or use of the reservation process issued by WOD on the Waves LLC by the persons named as Guests shall be deemed to be an acceptance and agreement by each and every person to all the additional Terms and Conditions set forth herein. You acknowledge and expressly agree that WOD on the Waves LLC and its Related Parties are acting solely in their capacity as tour operators, brokers and independent contractors arranging this Cruise and that WOD on the Waves LLC and its Related Parties have no right or ability to control or direct the operational or navigational activities of the vessel or crew in any manner whatsoever whether aboard the ship or ashore, including without limitation persons furnishing services to the vessel or to the passengers including shore side excursions, personnel, or contractors, embarkation and disembarkation to and from the vessel, conditions of the vessel and its equipment.



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Section 3. Cancellation by Name Talent/Substitution or Modification of Programs

While specific celebrities, athletes, coaches, and personnel (the "VIP Attendees") have agreed to attend the cruise and be involved in onboard programs, WOD on the Waves LLC and its Related Parties shall not be liable for failure of any VIP Attendees to attend, whether or not said person is announced in any materials relating to the Cruise. Additionally, while specific Cruise or other special events will be announced, including some that are subject to capacity limits, reservations, additional fees, and or specific accommodation levels, WOD on the Waves LLC and its Related Parties shall not be responsible for the inability to hold any such program due to any reason, beyond the refund of any reservation fees paid for such a program. Guest agrees, acknowledges and understands no warranty is provided to the Guest that any such program, promotional or interactive event offered by WOD on the Waves LLC with any of the athletes or talent will be available to any individual guest. Guest agrees to hold harmless any, and all parties involved including WOD on the Waves LLC and its Related Parties, athletes, Promoted Persons and the individual VIP Attendees from any liability due to a change in scheduled events, canceled events or other reasons of unavailability. No party shall be held liable to the Guest for any loss to the passenger or others to the extent that such performance is prevented or loss is caused by Acts of God, war, fire, collision, directions of underwriters, arrest, order or restraint by any government agency or official acting under the color of authority, acts of terrorism, labor disturbances or disputes, civil commotion, weather conditions and considerations of the safety of the vessel (for which the Master shall be the sole judge), breakdowns of or damage to the vessel's hull or machinery, requisition of the vessel by government authority, illness, death of a family member or other cause or circumstance beyond WOD on the Waves LLC and its Related Parties' reasonable control. In the event of any failure of any VIP Attendee described above to participate in the Cruise, WOD on the Waves LLC may, at their sole discretion, engage a replacement VIP Attendee and/or change, postpone, or terminate any portion of the program. In such case, WOD on the Waves LLC shall have no liability to any passenger for any loss, damage or expense whatsoever by reason of such change.

Section 4. Changes in Reservations

Reservation changes can only be made by person(s) financially responsible for the online reservation and must be made via the online reservation system. Until approximately 45 days prior to sailing, most changes to existing reservations can be made by logging into the cruise reservation system by clicking on the "Book Now" button on the WOD on the Waves Cruise website, clicking on "Your Reservations." Any notice of cancellation, guest name or stateroom changes, as well as any changes within 45 days of sailing will need to be submitted via email to WODonthewaves@landrykling.com. If the change is permitted, Customer Service will make the adjustment.

Name Changes:

At least one of the original and/or primary guest's names as of the stateroom's original reservation must remain on the reservation, and a \$25 per name change fee will apply. If all original guests cancel, this is considered a full cancellation without refund, and name changes will not be allowed.

In all cases of name changes, the "new" guest must make the full payment amount due as of the date of the name replacement in order for the guest being replaced to receive a refund of payment amounts previously made.

Stateroom Occupancy Changes:

Rates are based on the number of guests in your reserved stateroom. Changes in occupancy will result in a rate increase or decrease depending on the type of change. No refunds will be issued for any decrease of rate change until the stateroom has been paid for in full.

Stateroom Changes:

Stateroom changes to another room within the same room category or higher can be made until 45 days prior to sailing and require authorization by all parties named on the reservation. Stateroom changes to a room category lower than the room category of the original reservation would be considered a room cancellation and rebooking, and cancellation fees would be applied.



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Section 5. *Payment Schedule, Amounts and Method*

ALL PAYMENTS ARE NON-REFUNDABLE.

At the time of booking, a minimum non-refundable deposit of \$500 per guest (\$1,000 for single occupants) will be charged. There are three payment plan options available for this event:

- **Pay in Full** - attendees will pay in full at time of booking.
- **Three Tier Payment Plan** – attendees who choose this payment option, will be required to pay a \$500 per person initial deposit (\$1,000 for single occupants) at the time of booking. A second deposit equal to 50% of the remaining balance is due by November 30, 2019 and the final payment is due by March 15, 2020. Note: deposits are retroactive, so a booking made on or after November 30, 2019, will be required to pay the initial deposit and the second deposit combined, etc.
- **Monthly Payment Plan** – attendees who choose this payment option will be required to pay a \$500 per person initial deposit (\$1,000 deposit for single occupants) at the time of booking. The remaining balance due will be equally divided by the number of months between your booking date and April 1, 2020.

Please note:

- Payments will be automatically charged to the credit card on file for the Three Tier or Monthly Payment Plans. It is your sole responsibility to know your applicable payment due dates and to verify payment has been successfully processed by the scheduled due date. Payment reminders will not be sent.
- Reservations not deposited at the time of booking are subject to cancellation.
- If your credit card on file is declined and payments are not received within five days after the payment due date, the reservation is subject to a \$35 late payment fee. If payments are not received within fifteen days after the payment due date (or payment in full by April 1, 2020, whichever is earlier), the reservation is subject to cancellation and any applicable cancellation penalties will be applied.
- Full payment is required at time of booking for any reservations made on March 15, 2020, or later.

Please note that by completing your booking on the 2020 WOD on the Waves Cruise reservation site, you agree to make payments for the Cruise and any applicable additional fees and optional items such as travel insurance, specialized excursion offerings, and VIP add-on items.

5.1—Guests Payment Method. Any and all Guest payments contemplated hereunder may be made by an accredited credit card company. No booking is complete until the payment is received and confirmed by the Guest's identified financial institution. Accepted credit cards: VISA, MasterCard, Discover, and JCB.

5.2—Changes in Guests Payment Method. Guests are responsible to log into their reservation and make any applicable changes to the credit card/payment information on file or for contacting WOD on the Waves by emailing WODonthewaves@landrykling.com with any questions or requests for assistance in making such changes. In the event, the Guest's selected payment method is declined or cannot be processed for any reason and the payment is not received within five (5) days of the scheduled due date, a \$35 late payment fee will be charged. If payment is not received within fifteen (15) days of the payment due date or in full by April 1, 2020 (whichever is earlier), WOD on the Waves LLC may elect to resell the stateroom(s) identified with that reservation number to waitlisted customers or the general public and retain all payments made to date by the Guests in the stateroom.



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Section 6. Booking Cancellation and Modification Policy

ALL PAYMENTS ARE NON-REFUNDABLE.

Cancellations:

If you have to cancel your reservation, written notification must be sent to wodonthewaves@landrykling.com to let us know which of the following two options you have chosen to apply to your cancellation (note: your choice is FINAL AT THE TIME OF CANCELLATION, NO EXCEPTIONS OR CHANGES WILL BE PERMITTED AT A LATER DATE!). Receipt of such written notification will be based on Eastern Time.

Cancellations made by the dates listed below can EITHER choose a refund (option #1) **OR** a credit (towards a new reservation for WOD on the Waves 2021 cruise (option #2). Dates and information regarding WOD on the Waves 2021 cruise will be announced at a later date.

Cancellation By:	Option #1: Refund Rate	OR	Option #2: Credit Towards WOD 2021 Cruise
October 31, 2019	100% less \$150 admin fee	OR	100% less \$150 admin fee
December 31, 2019	60%	OR	100% less \$150 admin fee
February 15, 2020	20%	OR	50%
After February 15, 2020	0%	OR	25%

Based on the terms and conditions for the Cruise, if a primary financially responsible guest cancels, then the entire stateroom will be canceled, and all payments received to date will be retained. If the financial responsibility for a stateroom is shared with another guest(s) and one of the guests with financial responsibility within the reservation cancels, the room will be converted to the applicable occupancy basis to accommodate the remaining guest(s) and the financial responsibility for any amounts due to cover the canceling person's financial responsibility will fall to the remaining guest(s) in the stateroom.

No refunds will be made in the event of interruption or cancellation by any guest after the commencement of the Cruise. No refunds will be given for Cruise no-shows.

Any adjustment to the above policy is at the sole discretion of WOD on the Waves LLC organizers.

Cancellation fees for airline tickets and/or other reservations made by guests are subject to the cancellation policy of the specific airline/supplier.

Each passenger acknowledges that the Cruise may be canceled for any reason at which point a full refund would be granted. WOD on the Waves LLC Cancellation Policy supersedes the policies of the Cruise Line's Cruise Ticket Contract.

The passenger further expressly acknowledges that WOD on the Waves LLC highly recommends travel/cancellation insurance for each and every passenger. Guest acknowledges and agrees that he/she bears the sole responsibility to purchase travel/cancellation insurance.

Section 7. Stateroom Number Assignments

Approximately four weeks before the sailing date, you will receive an email confirming your Cruise Line booking number for the Cruise. The email will also contain instructions on how to check-in online via the Cruise Line's website where guests can sign up for shore excursions, make specialty dining reservations and pre-register a credit card for onboard purchases. All guests are required to complete this online reservation at least 4 days prior to cruising. Cruise documents will be available for printing following the successful completion of this on-line check-in process. Adults will be responsible for registering any minors in their party.

Section 8. Independent Traveler Program (ITP)



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The reservation system offers a roommate share option for solo guests traveling alone who are interested in having a roommate assigned. Best efforts will be made to pair ITP guests with a roommate of the same gender and within the same stateroom category type preference, however roommate requests are not guaranteed. The program will be offered for interior, ocean view and ocean view veranda rooms.

Any guest placed in a cabin with another guest hereby releases WOD on the Waves (“WOW”), Landry & Kling (“L&K”) and Celebrity Cruises (“Cruise Line”), and all of their respective officers, employees, owners, agents, and representatives from any claims or liabilities arising out of or directly related to such placement. Moreover, WOD on the Waves reserves the right to close enrollment to the program at any time with or without notice.

Roommate pairing will be made throughout the reservation process as gender and room type matches are available and are assigned on a first come, first served basis. Once matched, an email will be sent out to both roommate matched passengers providing contact information for their assigned roommate and their final stateroom assignment.

Since a roommate match cannot be guaranteed, if WOW is unable to find a roommate match, the ITP enrolled guest will have the following options:

- (1) Agree to convert from a roommate share basis in the initially selected room type to a roommate share basis in an alternative room type at the applicable room rate if a roommate share option is available; or
- (2) Agree to convert from a roommate share basis to a single occupancy basis and make full payment to travel alone in the selected room type with the understanding that if a roommate match can be made prior to sailing, the stateroom basis will be converted back to a double occupancy basis and the applicable refund amount will be processed accordingly; or
- (3) Cancel the cruise reservation with the understanding that the cancellation fees in effect as of the date of cancellation will apply.

As guests are responsible for any and all costs associated with their pre/post-cruise arrangements, it is strongly advised that any such non-refundable arrangements (e.g., airline tickets, hotel accommodations, ground transportation, etc.) NOT be purchased until a roommate match has been successfully completed.

If an ITP guest cancels his/her reservation after a roommate match has been made, the remaining ITP guest will be assigned the next eligible/available roommate match as applies. If WOW is unable to find a replacement roommate match, the above outlined options will be made available to the remaining ITP guest with the following update to option #1: any applicable cancellation fees retained by WOW from the matched ITP canceled guest will be applied toward the cost of the matched/assigned stateroom, and the remaining ITP guest will only be responsible for the remaining room cost balance.

Section 9. *Who May Sail*

Guests represent and acknowledge that he/she and individuals traveling with Guest are fit for travel and that such travel will not endanger themselves or others. Additionally, the Guests understands that Cruise Line and WOD on the Waves LLC shall have the right to deny boarding for any violations of any of the policies set forth in this Section 9 without any liability for refund, compensation, loss or damages to the Guest or those traveling with the Guest. Guests not meeting the Cruise Line’s requirements will be denied boarding, and no refund of the Cruise fare will be issued. These policies are set by the Cruise Line (not WOD on the Waves LLC), and **no exceptions are allowed**.

Guests eligible to sail include the following and subject to following restrictions:

- Infants who are at least 6 months old on the day of departure, April 16, 2020, may sail.
- Women, who will be less than 24 weeks into their pregnancy on the day of departure and for the duration of the Cruise, may sail. This policy is due to the risk of premature labor. Pregnant women must have a letter from their doctor (on the physician’s letterhead) stating how far along (in weeks) their pregnancy will be at the



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beginning of the Cruise, that mother and baby are in good health and fit to travel, and that the pregnancy is not high-risk. This letter is required no less than 6 weeks prior to sailing.

- Any Guest under the age of 18 shall be considered a minor and must travel with a parent or legal guardian (except as outlined below). Should the last names of the parent and minor child traveling with them differ, the parent is required to present the child's valid passport and visa (if required) and the child's government-issued birth certificate (original, a notarized copy, or a certified copy). The name of the parent(s) and the child must be linked through legal documentation.
- Adults aged twenty-one or older may sail. Cruise Line shall refuse to board to any guest under the age of twenty-one unless the guest is:
 - traveling in the same stateroom with an individual twenty-one years or older, or
 - traveling in the same stateroom with their spouse (proof of age and/or proof of marriage are required)
 - traveling with a parent or guardian in an adjacent room

Special Needs

Any special needs must be indicated in the Comments box under the Preferences & Special Requests section of the online reservation and will be addressed on a case-by-case basis. While there is no guarantee that all special needs/requests can be accommodated, we will make best efforts to accommodate the need or provide an alternative if possible.

Third/Fourth/Fifth Guests

While most staterooms can accommodate more than two people with a sofa bed, upper berths stored in the stateroom ceiling, etc., not all rooms can; and such accommodations are subject to availability at the time of reservation. Due to Coast Guard safety regulations, there cannot be more guests accommodated in a stateroom than the designated occupancy for that room. Also, please be advised that each guest must be registered and paid for in full in order to be allowed to board the ship.

Section 10. *Documentation*

NOTE! Proper travel documentation is required at embarkation and throughout the Cruise and is the responsibility of the guest. Requirements vary based on the guest's nationality. The laws that regulate the necessary travel documentation are subject to change and it is the guest responsibility to be aware of what is required for travel.

Even though a guest has completed the cruise line's online check-in process, it is still the guest's responsibility to present the required travel documents at the time of embarkation. Any guest traveling without proper documentation will not be allowed to board the vessel, and no refund of the cruise fare will be issued. Celebrity Cruises, WOD on the Waves LLC, Landry & Kling and their Related Parties assume no responsibility for advising guests of proper travel documentation.

It is HIGHLY recommended that all guests travel with a passport that is valid for at least 6 months following the cruise return date. Passports are required in the event you need to fly from the U.S. to a foreign port should you miss the scheduled port of embarkation or if you need to fly back to the U.S. for emergency reasons. Traveling with a passport may also help to expedite your CBP clearance upon return to the U.S.

U.S. Citizens

Option 1: U.S. citizens that board a cruise ship at a port within the U.S., travel within the Western Hemisphere, and return to the same U.S. port on the same ship will require a valid Passport, U.S. Passport Card, Enhanced Driver's License or Trusted Traveler Program Card such as Nexus, Sentri or Fast.



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Option 2: In the absence of any of the documents listed above, U.S. citizens on closed-loop cruises that begin and end in the same port in the U.S. will need to present BOTH an identification and citizenship document from each of the lists below in order to board the ship:

Identification Document

- Government Issued photo identification card (e.g., driver's license)

Citizenship Documents

- U.S. Government Issued Birth Certificate (original)
- U.S. Certificate of Naturalization (original)
- U.S. Consular Birth Abroad Certificate (original)

A U.S. citizen under the age of 16 will be able to present either an original or notarized or certified copy of his or her birth certificate, a Consular Report of Birth Abroad issued by DOS, or Certificate of Naturalization issued by U.S. Citizenship and Immigration Services.

Copies of U.S. passports/naturalization papers, hospital certificates and baptismal certificates are not WHTI compliant documents and are therefore **NOT ACCEPTABLE**. Voter registration or social security cards are NOT considered proof of citizenship and are therefore NOT acceptable.

PLEASE BE ADVISED that if you choose to travel with WHTI compliant documents other than a passport, you WILL NOT be permitted to fly back to the U.S. prior to the ship's return in case of an emergency (no exceptions).

If a combination of documents is used, both documents must have matching names and must be the same as the legal name shown on your reservation. If for some reason the names do not match (marriage, etc.), you will need a copy of a legal document(s) explaining why (marriage certificate, etc.).

Canadian Citizens

Canadian citizens that board a cruise ship at a port within the U.S., travel only within the Western Hemisphere, and return to the same port on the same ship will require a valid Passport, Enhanced Driver's License or Trusted Traveler Program Card such as Nexus, Sentri, or Fast.

All Other Nationalities MUST have the following:

- Passport from their home country
Note: if you live in the US, you must also present your Alien Registration Card (ARC or "green card") and any other documentation the Bahamas may require due to your alien status.

AND

- Multiple entry United States visa are required for international guests flying into the U.S, for the cruise, noting that the cruise will depart the US and then return back to the US.

All non U.S. or Canadian passport holders should contact their Embassy (Consular Services) for specific visa requirements, information, forms and fees for their nationality.

For more information on the documentation requirements, go to

<https://www.celebritycruises.com/company/customer-support/help-and-faq/pre-cruise/travel-documents> or
https://help.cbp.gov/app/answers/detail/a_id/74/kw/documents%20needed%20to%20take%20cruise

Section 11. *Cruise Cost*

Cruise Fare

Cruise rates on the booking website are calculated based on the room occupancies indicated. Inclusions, exclusions and additional taxes and fees are detailed on the website. The cost for third and fourth passengers sharing a



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stateroom with two full-fare passengers are as noted on the website under Pricing & Inclusions. The third/fourth guest rates are the same regardless of the age of passengers or cabin type.

Taxes and Gratuities

Taxes & Fees: Port taxes, government fees, booking and processing fees, and gratuities total \$249.00 per person. Gratuities are shared by your stateroom attendant, dining services staff in the ship's main dining venues and housekeeping staff. Note: a 20% gratuity will be automatically added to all beverage purchases, spa and salon services. Additional gratuities may be added at your discretion.

Fuel Surcharge

The Cruise Line reserves the right to impose a fuel supplement if Cruise Line does so fleetwide for all Guests. In such event, the Guests may be subject to additional costs if imposed by Cruise Line as follows: fuel surcharge not to exceed \$10 per guest, per day for Guest 1 and 2 in the stateroom and not to exceed \$5 per guest per day for additional guests sharing the stateroom.

Section 12. Services Not Included

Transportation to and from the Cruise, hotel accommodations, ground transfers, optional cancellation/travel insurance, shore excursions, and any items of a personal nature such as laundry, gift shop, telephone calls, Internet services, specialty restaurant dining and beverages not on the included menu (e.g., bottled water, sodas, juices, specialty coffees, alcoholic/specialty beverages, etc.), are not included in the cruise fare.

Section 13. Advanced or Delayed Sailings

In the event of strike, lockouts, riots or stoppage of labor from whatever causes, or for any other reason whatsoever beyond the control of WOD on the Waves LLC or Cruise Line, Cruise Line in its sole discretion may cancel, advance, or postpone any scheduled sailing or call at any port and may (but is not obligated to) substitute another vessel, and neither Cruise Line, WOD on the Waves LLC, Landry & Kling nor any of their Related Parties shall be liable for any loss whatsoever to passengers by reason of such cancellation, advancement, postponement, or substitution.

Section 14. Photography/Video

You acknowledge that the Cruise Line, WOD on the Waves LLC and its promotional partners have the exclusive right to capture photographic, video and other visual portrayals of passengers in any medium of any nature whatsoever and the foregoing entities may use and re-use, publish and/or broadcast the foregoing photographs, images, videos, quotes, summaries, biographies and/or excerpts, in whole or in part, individually or in conjunction with other photographs, images, videos, text, quotes, summaries, biographies and/or excerpts, in videotapes, broadcasts, on websites, and/or in newspapers, magazines, brochures, advertisements, press releases, training materials and other articles and in such medium and format, at such locations and for such purposes, as may be approved by the entities, in connection with the entities' ongoing business, trade, promotional and/or advertising activities.

Guest acknowledges that all rights in the foregoing photographs, images, videos, quotes, summaries, and/or excerpts will belong to the entities, that Guest will not have any rights in any of them, and that the entities will not have any obligation to pay any money to Guest or provide Guest with any products, services or compensation in connection with any of them or in connection with the entering into this Agreement. Guest agrees that the entities may use your likeness, voice and/or image in connection with any of the foregoing photographs, images, videos, quotes, summaries, biographies and/or excerpts if the entities so choose.

GUEST HEREBY RELEASES AND DISCHARGES THE ENTITIES AND EACH ENTITIES EMPLOYEES, AGENTS AND REPRESENTATIVES FROM ANY AND ALL CLAIMS AND DEMANDS THAT MAY ARISE OUT OF OR IN CONNECTION WITH THE USE OF ANY OF THE FOREGOING PHOTOGRAPHS, IMAGES, VIDEOS, QUOTES, SUMMARIES, BIOGRAPHIES AND/OR EXCERPTS.



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Conversely, while guests are free to capture video, photo and audio recordings during the Cruise for their personal use, such images or recordings may not be used for any commercial purpose whatsoever without the express written permission of WOD on the Waves LLC.

Section 15. *Release of Liability*

In consideration of the risk of injury while participating in WOD on the Waves Cruise and special activities, which is defined to be any and all physical activities, organized or otherwise, occurring during the duration of the Cruise either onshore or offshore ("Activities"), and as consideration for the right to participate in the Activities, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily release of liability and waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activities, and do hereby release and forever discharge WOD on the Waves LLC, their Related Parties, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, vendors, partners, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, disease, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activities, including traveling to and from an event related to this Activities.

I am voluntarily participating in the Activities entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activities, which may include, but are not limited to, physical or psychological injury, pain, suffering, disease, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activities location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activities, including travel to, from and during this Activities.

I agree to indemnify and hold harmless WOD on the Waves LLC and its Related Parties against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If WOD on the Waves LLC or any of their Related Parties incurs any of these types of expenses, I agree to reimburse WOD on the Waves LLC.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

I agree to indemnify and hold harmless WOD on the Waves LLC, its Related Parties and any vendors, partners, talent, employees, agents, staff, volunteer and representatives for any loss or injury involving alcohol consumption.

I acknowledge that WOD on the Waves LLC and their Related Parties, directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activities on behalf of WOD on the Waves LLC.

I acknowledge that some Activities may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read and fully understand this release of liability. I expressly agree to release



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and discharge WOD on the Waves LLC and all of its Related Parties, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against WOD on the Waves LLC or its Related Parties for personal injury or property damage.