



**WAIVER AND RELEASE OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**THE FOLLOWING TERMS AND CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN CRYSTAL CRUISES AND YOU. PLEASE READ THEM CAREFULLY, AS WE ARE BOTH BOUND BY THEM. THIS IS A CONTRACT WHICH AFFECTS YOUR LEGAL RIGHTS, INCLUDING GOVERNING THE PROVISION OF MEDICAL SERVICES AND LIMITING CRYSTAL'S LIABILITY FOR YOUR DEATH, ILLNESS, INJURY, AND LIMITING YOUR RIGHT TO SUE, AND WAIVER OF JURY TRIAL.**

(“WAIVER AND RELEASE”)

NAME: \_\_\_\_\_ (PRINT NAME)

For and in consideration of electing and being allowed to willfully visit any vessel owned or operated by Crystal Cruises, LLC (the “Activities”), the above-named visitor (“Visitor”) and Visitor’s parent or guardian (if Visitor is a minor under the age of eighteen) freely, voluntarily, and without duress do hereby (i) acknowledge the danger and assume the risk of participating in the Activities; and (ii) expressly and forever assumes, waive(s) and releases any and all liability, claims, proceedings, or actions or inaction for negligence as well as negligent acts, including, but not limited to, active, passive, , personal injury, death, or any loss or damage whatsoever (the “Damages”) that Visitor may suffer arising out of or in connection with Visitor’s participation in the Activities, whether caused by the negligent acts or omissions of the Releasees (defined below) or otherwise, and Visitor further releases and agrees to hold harmless Crystal Cruises, LLC, and each of their affiliates, parents, trustees, subsidiaries, shareholders, officers and directors, agents, employees, predecessors, and the heirs, successors, and assigns (“Releasees”) and release all of Releasees from any and all liability for Damages to Visitor or Visitor’s heirs and successors arising out of Visitor’s participation in any Activities. Visitor also accepts financial responsibility for the loss of or damage to any equipment or other goods used by Visitor.

Visitor understands that being or sailing on a cruise ship or participating in any physical activity, by their very nature, carry certain inherent risks, including but not limited to the hazard of bodies of water, accidents, actions of participants and other persons, including criminals and terrorists. By participation, Visitor is aware of these inherent risks and assumes all risks associated with participating in Crystal Cruises LLC activities, including but not limited to disease, illness, falls, weather events, action or inaction of others, which could result in losses or damage including but not limited to financial expenses, lost work time, minor injuries, major injuries, serious bodily injury, death, detention or imprisonment by authorities and others, and catastrophic injuries including my paralysis and death.

Visitor attest that he or she is medically and physically able to participate in Crystal Cruises, LLC activities.

VISITOR HEREBY RELEASES, WAIVES, DISCHARGES AND AGREES NOT TO SUE AND SHALL HOLD HARMLESS THE RELEASEES FROM ALL LIABILITY TO VISITOR, AS WELL AS VISITOR’S PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, NEXT OF KIN, PARENT, AND GUARDIAN(S). FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN VISITOR’S DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION IN ANY ACTIVITIES THAT MAY OCCUR, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

VISITOR HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, PROPERTY DAMAGE AND FINANCIAL LOSS, now and forever, arising out of or related to the visitation onboard any Crystal vessel whether foreseen or unforeseen and whether caused by the negligence of the Releasees, or otherwise, VISITOR HEREBY SEPARATELY agrees to INDEMNIFY and SAVE and HOLD HARMLESS the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation in any of the Activities whether caused by the negligence of the Releasees or otherwise.

The Visitor hereby consents to treatment by the Ship’s doctor or other medical personnel, if any, or by a physician designated by Crystal Cruises, if subsequent to embarkation the Visitor is unable to request or authorize such treatment and in the opinion of the Ship’s doctor needs medical attention.

Visitor understands and agree that Visitor is solely responsible for all costs related to such medical treatment, medical transportation, as well as any evacuation or travel expenses. Visitor hereby releases, forever discharges, and holds harmless Crystal Cruises, LLC from any claim whatsoever in connection with such treatment, medical services, and transport.

Visitor understands and agrees that during the visit aboard any vessel, Visitor may be photographed as well as videotaped for internal or external promotional use. Visitor hereby grants and conveys all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to Crystal Cruises, LLC for the use of Visitor’s name, image, likeness, and voice in perpetuity and worldwide, in any medium or format, for any publicity without further compensation or permission.

**NOTICE:** By executing this WAIVER AND RELEASE, Visitor agrees to abide by all of the rules of the vessel and Visitor acknowledges that Visitor may be relinquishing valuable legal rights. Execution of this form shall be conclusive evidence that Visitor has read and understands this form in its entirety and intends to be bound by its terms.

Visitor further acknowledges that the Activities are provided by Crystal Cruises, LLC, a California limited liability company, or its agents, and that any controversy arising in connection with this Waiver and Release or the participation by Visitor in the Activities shall be governed by and construed in accordance with the Federal maritime laws of the United States of America, to the extent applicable, and otherwise by the laws of the State of Florida and SHALL BE LITIGATED, IF AT ALL, BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA IN MIAMI, OR AS TO THOSE LAWSUITS OVER WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, BEFORE A COURT LOCATED IN MIAMI-DADE COUNTY, FLORIDA, TO THE EXCLUSION OF THE COURTS OF ANY OTHER COUNTY, STATE OR COUNTRY. THE GUEST HEREBY CONSENTS TO JURISDICTION AND WAIVES ANY OBJECTION TO VENUE OR OTHER OBJECTION THAT MAY BE AVAILABLE TO ANY SUCH ACTION OR PROCEEDING BEING BROUGHT IN SUCH COURTS.

**WAIVER OF JURY TRIAL: EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER OR RELATE TO THIS WAIVER AND RELEASE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS WAIVER AND RELEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS WAIVER AND RELEASE CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF ANY ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS WAIVER AND RELEASE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS**

FOR ILLNESS, INJURY OR DEATH: ANY INCIDENT OR ACCIDENT RESULTING IN EMOTIONAL INJURY, BODILY INJURY, ILLNESS OR DEATH TO A VISITOR MUST BE REPORTED IMMEDIATELY TO A SHIP'S OFFICER. CRYSTAL CRUISES WILL NOT BE LIABLE THEREFORE AND NO LAWSUIT MAYBE BROUGHT EXCEPT AS PROVIDED BY LAW AND THEN ONLY IF WRITTEN NOTICE GIVING FULL PARTICULARS OF THE CLAIM IS DELIVERED TO CRYSTAL CRUISES WITHIN SIX (6) MONTHS OF THE INCIDENT OR ACCIDENT AND SUIT IS FILED WITHIN ONE (1) YEAR OF THE INCIDENT OR ACCIDENT ALLEGED TO HAVE CAUSED THE INJURY, ILLNESS OR DEATH, AND SERVED WITHIN NINETY (90) DAYS OF SUCH FILING. IF A WRITTEN CLAIM IS NOT MADE AND SUIT IS NOT FILED AND SERVED WITHIN THE TIME PROVIDED IN THIS PARAGRAPH, THEN THE VISITOR WAIVES AND RELEASES ANY RIGHT HE OR SHE MAY HAVE TO MAKE A CLAIM AGAINST CRYSTAL CRUISES FOR ANY SUCH EMOTIONAL INJURY, BODILY INJURY, ILLNESS OR DEATH.

Should any provision of the Waiver and Release be contrary to or invalid by virtue of the law of any jurisdiction or be so held by a court of competent jurisdiction, such provision shall be deemed to be severed from the Waiver and Release and of no force and effect and all remaining provisions herein shall continue to be in full force and effect.

**Pursuant to the terms and conditions present in the Electronic Record and Signature Disclosure, I specifically agree to use electronic records and signatures, as well as to the electronic execution of this Waiver and Release Form.**

**I hereby acknowledge and represent that I HAVE CAREFULLY READ THIS WAIVER AND RELEASE FORM IN ITS ENTIRETY AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS IT CONTAINS AND UNDERSTAND THAT I AM GIVING UP SUBSANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARYILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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