

WINDJAMMER CRUISE CONTRACT
FOR THE WINDJAMMER MARY DAY

A "windjammer" is a Coast Guard inspected commercial sailing vessel commanded by a licensed master merchant mariner referred to as the "master."

Camden Navigation Company is a Maine corporation that owns the windjammer MARY DAY.

Penobscot Windjammer Company is a Maine corporation that operates the windjammer MARY DAY.

Together with the agreed cruise dates and cruise fare selected when your windjammer cruise was booked, the terms and conditions set forth below form a complete and binding written Windjammer Cruise Contract.

No oral or other written statements or representations expressed outside of the booking of your cruise or these terms and conditions apply or form any part of the Windjammer Cruise Contract.

All terms of this Windjammer Cruise Contract continue to apply in the event of any cancellation and after your windjammer cruise has ended.

You must carefully review all terms and conditions. They set forth important rights, obligations, and limits.

PARAGRAPHS 9 THROUGH 12 LIMIT YOUR RIGHT TO ASSERT CLAIMS AGAINST CAMDEN NAVIGATION COMPANY AND PENOBSCOT WINDJAMMER COMPANY, THE VESSEL MARY DAY, AND THEIR OWNERS, OPERATORS, EMPLOYEES, AND AGENTS.

THE LIMITS INCLUDE A WAIVER AND RELEASE OF PERSONAL INJURY OR DEATH CLAIMS, LIMITATION OF LIABILITY FOR PERSONAL INJURY OR DEATH, THE TIME LIMIT FOR FILING ANY LAWSUIT, WHERE YOU MUST FILE ANY LAWSUIT, AND WAIVER OF ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT.

You accept and agree to all the following terms and conditions:

1. "CNCo/PWCo" means Camden Navigation Company and Penobscot Windjammer Company, the windjammer MARY DAY, and their owners, operators, employees, and agents, including vessel master and crew. "You" and "your" mean each MARY DAY cruise passenger and any accompanying minor passenger as referenced in paragraphs 27 and 28.

2. Federal law of the United States governs all rights, obligations, and limits in connection with this Windjammer Cruise Contract. In the event that no federal law exists or applies as to any particular right, obligation, or limit, Maine law shall apply only as to that particular right, obligation, or limit.

3. You may not transfer or assign this Windjammer Cruise Contract to any other person without the express written consent of Penobscot Windjammer Company.

4. Your windjammer cruise shall begin and end at the port of Camden, Maine. The MARY DAY does not: (1) carry passengers to any other destination; (2) transport passengers between ports in the United States, or between a port in the United States and a port in a foreign country; or (3) provide any daytime or overnight voyage to transport passengers to any other port or destination.

5. Your windjammer cruise involves certain risks inherent in being a passenger on a sailing vessel at sea, such as: (1) weather and sea conditions that can vary widely and cause the vessel to pitch forward and aft or roll port to starboard (side to side), sometimes unexpectedly; (2) when under sail, it is normal for the vessel to heel (or tilt) over to port and/or starboard; (3) water may be present on the vessel's deck and make it slippery; (4) decks are uneven and may include potential tripping hazards; and (5) if you choose to swim, participate in shore excursions, and/or help crew with their duties during your cruise, those voluntary activities present other inherent risks that CNCo/PWCo cannot control.

6. Your windjammer cruise also involves risks inherent in being in close proximity to other cruise passengers and crew. You must use due care to avoid becoming ill, spreading illness, or injuring yourself or any other person. You must notify CNCo/PWCo before boarding MARY DAY if you have any potentially serious or life-threatening communicable illness, or symptoms of such illness (such as fever, persistent cough, vomiting, or similar) that could pose a risk to others aboard the vessel. If you notify CNCo/PWCo of such an illness long enough before your windjammer cruise is scheduled to begin so that CNCo/PWCo can work with you in good faith to attempt to reschedule your cruise or apply payments to a future cruise, it will do so to try to avoid losing your cruise fare. Minor illness (such as a cold symptom without fever) does not require notification unless the illness worsens to become a potentially serious or life-threatening communicable illness.

7. You also acknowledge that your windjammer cruise will include activities and conditions such as: (1) receiving instructions given in English by the vessel's master and crew; (2) holding steady and maintaining your balance while aboard MARY DAY; (3) climbing and descending ladders while facing them to move between decks, to and from bunks, and in and out of boats used to transfer you to or from shore; (4) stepping into and out of boats used to transfer you to or from shore; (5) maintaining your balance when going ashore, including on terrain that presents difficult, wet, slippery or uneven footing; and (6) safely assisting the crew with their duties if and when you voluntarily undertake to do so as part of your windjammer cruise experience.

8. CNCo/PWCo has the right to deny you boarding or to require you to disembark if the master decides in his or her sole discretion that you pose a risk of spreading illness to any other person aboard MARY DAY. If you are denied boarding or are required to disembark, you shall not receive any refund of your windjammer cruise fare.

9. YOU ACCEPT ALL RISKS OF PERSONAL INJURY OR DEATH IN CONNECTION WITH YOUR WINDJAMMER CRUISE, AND YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS YOU MAY EVER HAVE AGAINST CNCo/PWCo FOR PERSONAL INJURY OR DEATH. IN THE EVENT THIS WAIVER AND RELEASE IS NOT ENFORCED FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF CNCo/PWCo TO YOU FOR PERSONAL INJURY OR DEATH SHALL BE LIMITED TO $36,120, WHICH EQUALS $420 MULTIPLIED BY THE MARY DAY'S GROSS TONNAGE OF 86 GROSS TONS.

10. YOU MUST FILE ANY LAWSUIT AGAINST CNCo/PWCo NO LATER THAN TWO YEARS AFTER: (1) THE DATE OF PERSONAL INJURY OR DEATH GIVING RISE TO YOUR CLAIM; OR (2) ANY OTHER EVENT GIVING RISE TO A CLAIM FOR ANYTHING OTHER THAN PERSONAL INJURY OR DEATH.

11. ANY LAWSUIT YOU FILE AGAINST CNCo/PWCo MUST BE FILED EITHER IN: (1) THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MAINE; OR (2) THE KNOX COUNTY SUPERIOR COURT OR ROCKLAND DISTRICT COURT, BOTH OF WHICH ARE LOCATED IN ROCKLAND, MAINE.

12. YOU WAIVE ANY RIGHT YOU MIGHT OTHERWISE HAVE TO FILE A CLASS ACTION OR TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION LAWSUIT AGAINST CNCo/PWCo.

13. If any event beyond the exclusive control of CNCo/PWCo (including without limitation, war, hostilities, blockage, ice, labor conflicts, strikes on board or ashore, restraint of princes, rulers or

people, seizure under legal process, breakdown of the vessel, congestion, docking difficulties, weather events, or any other limit on navigation) prevents or hinders performance or completion of your windjammer cruise, CNCo/PWCo shall have no liability to you.

14. Your windjammer cruise might include enrichment presented by third party independent contractors including but not limited to naturalists, yoga or fitness instructors, artists, and/or photographers. Such third party independent contractors are not employees or agents of CNCo/PWCo. CNCo/PWCo does not supervise, control, or bear any responsibility for their conduct. In the event you ever file a claim against any such third party independent contractors, they have the right to assert all defenses and limitations provided by this Windjammer Cruise Contract as if they were parties to it.

15. You may not bring any valuables, animals, marijuana, recreational drugs, controlled substances, weapons of any kind, or anything that might pose a risk of harm to any passenger or crew. The master and crew of the MARY DAY have the right to instruct you to remove any property that they deem unsuitable for the cruise.

16. The vessel MARY DAY is always subject to the forces of the weather and ever changing sea conditions, and it may move suddenly at any time during your cruise. You are solely responsible for properly securing and protecting your property against loss or damage at all times.

17. CNCo/PWCo does not provide cell phone or wifi service.

18. You may board the MARY DAY starting at 4:00 p.m. on the first date of your windjammer cruise. The MARY DAY usually remains dockside in Camden on the first night of your cruise and sails the next day. The MARY DAY usually returns to Camden in the morning of the last date of your cruise. The master and crew of the MARY DAY shall decide in their sole discretion when and where to sail the vessel during your windjammer cruise based on all attending circumstances.

19. Penobscot Windjammer Company has sole discretion to assign and/or change cabin accommodations based upon the needs of any passengers and any other attending circumstances at any time before or

during your windjammer cruise. Penobscot Windjammer Company provides passengers breakfast, lunch, and dinner each day during your windjammer cruise except for the first day when you board. No meal is provided on that day. Breakfast will be served on the last day of the cruise. Unless expressly confirmed in writing by Penobscot Windjammer Company, your cruise fare does not include the cost of any shore excursion.

20. If you book more than eight weeks before your windjammer cruise, you must pay a deposit of $300 per person. You must pay the balance of your cruise fare in full no later than eight weeks before the boarding date of your cruise. If you fail to pay the balance in full eight weeks prior to the boarding date of your cruise, Penobscot Windjammer Company has the right, but not the obligation, to treat that as a cancellation and to resell your cruise. You must pay the cruise fare in full at the time of booking for any cruise scheduled to start in eight weeks or less.

21. If you wish to cancel your cruise for any reason, you must notify Penobscot Windjammer Company in writing at least eight weeks prior to the first date of your cruise. The effective date of cancellation is the date that Penobscot Windjammer Company receives your written cancellation notice. You must send your written notice of cancellation either by email addressed to captains@schoonermaryday.com or through the United States Postal Service addressed to PO Box 798, Camden, ME 04843. You may not notify Penobscot Windjammer Company of a cancellation orally, whether by telephone or in person.

22. Penobscot Windjammer Company will refund your cruise fare minus a cancellation fee of $100 per person only if it has received your written notice of cancellation eight weeks or more before the first date of your cruise. Penobscot Windjammer Company will not refund any of your cruise fare if it receives your notice of cancellation on any date within eight weeks of the first date of your cruise unless Penobscot Windjammer Company sells the same cruise for the same number of passengers for the same cruise fare to other people.

Only in that case will Penobscot Windjammer Company refund your cruise fare minus the cancellation fee as specified above.

23. Your windjammer cruise does not include trip insurance. You are solely responsible for purchasing trip insurance. You are also solely responsible for your eligibility and ability to travel to Maine, visas, and any other travel documents that might be required for you to travel to Maine, the cost of your travel to Maine, and the cost of your accommodations and meals before and after your windjammer cruise.

24. You must follow instructions given by the master and crew of the MARY DAY. You are solely responsible for the behavior of any minor passenger accompanying you and for assuring that minor passengers follow all crew instructions.

25. CNCo/PWCo has the right in its sole discretion to deny you from boarding or to require you to disembark if you fail to follow crew instructions, appear to present a risk of harm to yourself or any passengers or crew, or appear to present a risk of otherwise disrupting the windjammer cruise. If you are denied from boarding or are required to disembark, you shall not receive any refund of your windjammer cruise fare.

26. Your windjammer cruise might include opportunities for you to swim, participate in shore excursions, or help crew perform their duties. You may participate in such opportunities in your sole discretion and at your own risk.

27. Unless Penobscot Windjammer Company expressly consents in writing before booking, you may not be booked for or participate in a windjammer cruise unless you are at least 15 years old on the first date of your cruise. A parent or other legal guardian must accompany you as a fully paid windjammer cruise passenger if you are not yet 18 years old on the first date of your cruise.

28. If you book a windjammer cruise for any minor passenger, you expressly represent and confirm that you are legally authorized to do so and that you have the legal authority to agree to all terms and conditions of this Windjammer Cruise Contract on the minor passenger's behalf.

29. You consent to having your image or likeness recorded in photographs, videos, or other media during your cruise. You grant Camden Navigation Company and Penobscot Windjammer Company, the Maine Windjammers Association, and their promotional partners the exclusive right to use such images and likenesses for their business promotion, marketing, sales, or publicity without payment of any compensation to you. You expressly waive and release any rights you may otherwise have to any such images or likenesses.

BY ELECTRONICALLY SIGNING, I HAVE READ AND AGREE TO ALL TERMS AND CONDITIONS OF THIS WINDJAMMER CRUISE CONTRACT.

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