

VOYAGE PARTICIPANT AGREEMENT

All of us at Transcend Cruises Inc. (“Transcend”, “we”, “our”) are delighted you will be traveling on the voyage chartered by John Heath Travel, LLC. (the “Charterer”). As you prepare for your trip, we wanted to pass on a few important points for you to keep in mind.

CARRIER TERMS

On board your cruise, you are subject to certain Carrier Terms & Conditions. These Terms & Conditions are important and should be read with great care.

GOVERNMENT TRAVEL SITES

The U.S. State Department and the Centers for Disease Control periodically issue and update travel advisories, warnings, and health alerts on their websites. Please review via the links noted above as they convey significant information.

VACCINATIONS, MEDICAL CERTIFICATES, VISAS AND PASSPORT ISSUES

You are responsible to verify medical requirements for your travel. This may include, but is not limited to, vaccinations, medical certificates, negative COVID test results, and insurance policies. It is your responsibility to obtain and verify the necessity of and validity of visas. Securing and paying for all visas, entry documents, and any other requirements for entry into a country is your responsibility. It is your responsibility to carry these documents with you. We are not liable for denial for entry or exit, or costs incurred for not having correct and complete documentation. An up-to-date passport with at least six months’ validity after the trip concludes, along with at least two blank pages (for entry/exit stamp) is necessary.

PARTICIPATION ELIGIBILITY

An adult must accompany guests under 18 years of age (“minors”) on all services, including the sharing of accommodations. You are responsible for the behavior, security and supervision of all minors on your reservation.

DOCUMENTS FOR MINORS

Due to heightened security, many countries have adopted practices to prevent international abductions of children. You must have proper documentation for traveling with minors, especially if you are traveling as a single parent. Please review requirements here.

DIETARY REQUESTS

We will attempt to honor dietary requests, if possible, when advised through the Charterer at least 60 days before commencement of the trip. You, however, are ultimately responsible for verifying that all food/beverage consumed follows your dietary restrictions.

ALCOHOL USE

Transcend reserves the right not to serve you alcoholic beverages for any reason and as may be required to comply with local laws.

SMOKING

Smoking is not allowed on board except in designated areas. Smoking includes cigarettes, e-cigarettes, cigars, or any other smoking or vaping device.

POSSESSION OF ILLEGAL AND NON-PRESCRIPTION DRUGS

Any possession or use of illegal or non-prescription drugs will result in immediate termination of your trip. You are responsible for knowing and observing the licensing laws for drug possession (including prescription and over the counter drugs) for all countries you are visiting. Laws may require you to carry a prescription from your doctor.

GUESTS WITH SPECIAL NEEDS

Any special requirements or disabilities must be disclosed to Transcend as soon as such requirements are or reasonably should be known by you, including the use of a wheelchair. If we have not received disclosure of requirements or disabilities that require reasonable accommodations for accessibility, and/or if your participation poses a threat to the safety or health to yourself or others, we may be unable to accommodate you for part or all of the cruise or any services provided in connection with the cruise.

You are responsible for determining if the itinerary is suitable for you and your traveling companions. We recommend you contact the Charterer to determine what reasonable assistance might be available. Reasonable efforts will be made to accommodate special needs, but specific accommodations cannot be guaranteed. The Americans with Disabilities Act is only applicable in the United States. Facilities and services for disabled individuals are limited outside the USA. Foreign countries often do not have similar disability laws or regulations, and we are not liable for denial of services by air carriers, hotels, restaurants or other independent suppliers.

USE OF YOUR LIKENESS

You agree that Transcend and its designated partners shall have the right to include photographic, video, audio and visual portrayals in any medium whatsoever for the purpose of advertising, promotion, publicity or otherwise without compensation to you. All rights, title and interest including worldwide copyrights shall be Transcend's sole property free from any claims by you or any person deriving any rights or interest from you.

CRUISE ITINERARY CHANGES & CANCELLATIONS

We reserve the right to operate part of or all of an itinerary by substitute vessel, motorcoach or hotel accommodation in the event of water level problems on stretches of any waterway, technical problems of any nature, low or high water, problems with locks, severe weather, flooding, fire, drought, earthquake, explosion, peril of navigation, industrial action, civil unrest, war, government order or act, operational requirements, or any circumstances beyond our reasonable control.

We reserve the right to change the itinerary whenever conditions, in the opinion of the Master of the ship or local waterways regulations, render it advisable or necessary. We are not liable for any arrangements made independently. We assume no responsibility for costs or fees you incur for independent arrangements inclusive of, but not limited to, airline, hotel, excursion and travel protection related charges.

DOUBLE DOCKING

Docking positions at each port are assigned by local authorities. River cruise companies have no control over where they can dock. This can sometimes result in double-docking – when more than one ship is assigned to the same dock and the ships are rafted together, temporarily obstructing the view. When double-docked you might be required to pass through another vessel to embark or disembark. In those cases, you will have to follow the instructions given by the Master or the crew of the vessel you will pass through.

RIVER, CANAL, LOCK & DOCK MAINTENANCE

River and other local authorities often carry out repair or maintenance work on the river or canal banks, stretches of river or canal, bridges, locks or docks, or other areas that may impede river cruise travel. This is frequently undertaken with little or no advance notice to river cruise operators and can cause us to make changes to the intended itinerary or to operate part of the itinerary by substitute vessel, motorcoach or hotel accommodation with little to no advance notice.

HOLIDAYS, SPECIAL EVENTS & VENUE CLOSURES

At times, venues are limited or not available due to local holidays, events or various seasons. We will indicate known closures, but not all closures are known in advance.

PUNCTUALITY

Neither Transcend nor the Charterer are responsible for any losses, including missed sightseeing, meals, inclusions, optional excursions, or having to make alternate transportation or lodging arrangements, if you fail to meet Transcend's representatives at assigned timings and places/pick-up points while on trip. Neither Transcend nor the Charterer will cover any cost or expenses incurred, or compensate for any missed inclusions or optional excursions claimed, due to your inability to maintain punctuality.

AUTHORITY TO REMOVE OR REFUSE GUESTS

In Transcend's sole discretion, we may refuse transport to you or may require you to disembark if we believe that you or are dangerous to others or to yourself; or have engaged in, are engaged in, or are threatening to engage in behavior that may adversely affect the safety, security, comfort, enjoyment, or well-being of other guests, suppliers (including service providers), representatives, or crew.

members, including, but not limited to, behavior that is disruptive, verbally abusive, physically abusive, obnoxious, harassing, discriminatory, or obscene; or o have failed or refused to follow, or are failing or refusing to follow, Transcend's or the Charterer's rules, procedures, or instructions. In the event you are removed, it may occur at any city, port or place the ship calls without any liability by Transcend or the Charterer. Neither Transcend nor the Charterer will be responsible for any expenses incurred by you including lodging, medical care, meals and transportation.

SAFETY & MEDICAL CARE

Certain risks and dangers may arise beyond Transcend's control, including but not limited to:

- the hazards of traveling in undeveloped areas;
- travel by boat, train, automobile, aircraft, or other means of transportation;
- forces of nature;
- political unrest;
- acts of lawlessness or terrorism; or
- accident or illness in remote regions without means of rapid evacuation or immediate access to medical facilities.

No doctor or nurse is employed by Transcend onboard. Any medical attention required or desired by you during the trip must be sought at local facilities. Transcend will have no liability to you regarding the provision of medical care or the adequacy of any care that may be rendered. While we will use commercially reasonable efforts to ensure that adequate measures are taken, by agreeing to participate in a trip and/or optional excursions, you agree that you will indemnify, and hold Transcend and the Charterer harmless regarding the provision of medical care or the adequacy of any care rendered.

ILLNESS

Transcend reserves the right to remove or quarantine you if you show signs of illness or pose a threat to the safety and health of other guests. Removal or quarantine for any health, safety, or behavior-related assessment is at the sole discretion of Transcend or the ship's Master. Any costs incurred for medical assessments, diagnosis, and/or any other medically related charges are your responsibility to pay and are due at time of services. You will be allowed to rejoin the trip with confirmed medical certification from a licensed health practitioner indicating fitness to travel without causing harm or posing a safety or health risk to other guests.

THIRD PARTY SUPPLIERS

During your cruise, you may participate in optional activities that are provided by independent third-party suppliers. These suppliers are independent third-party contractors and are not agents, employees, servants, or joint venturers of Transcend or the Charterer. The suppliers of those optional services may render those services subject to separate and additional terms and conditions, or may require you to execute additional documents, waivers, or releases. It is understood that any assumptions of liability, waivers, or releases that are part of the suppliers' terms and conditions or that are required by those independent suppliers will also insure to Transcend's and the Charterer's benefit. We look forward to welcoming you on your upcoming trip. If you have any questions in advance, we are happy to assist you.

Welcome aboard!