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Expedition Contract

Effective June 24th, 2026

IMPORTANT NOTICE: YOU ARE ADVISED TO CAREFULLY READ AND REVIEW THE TERMS AND CONDITIONS SET FORTH BELOW, AS THEY ARE BINDING AND AFFECT YOUR LEGAL RIGHTS.

YOUR ATTENTION IS PARTICULARLY DRAWN TO SECTIONS 12, 13, 14, 20 AND 22, WHICH CONCERN QUARK'S LIMITATIONS OF LIABILITY TO YOU, YOUR WAIVER OF JURY TRIAL AND CLASS ACTION, THE ACTS AND RESPONSIBILITIES OF INDEPENDENT CONTRACTORS, AND THE TIME PERIODS FOR YOU TO MAKE ANY CLAIMS.

1. INTRODUCTION

1.1 The terms and conditions set forth herein (the "**Expedition Contract**") are applicable for all passengers who are travelling on any booking with Quark Expeditions, Inc. ("**Quark Expeditions**") a Delaware, USA corporation; or if your booking for the Expedition is aboard the vessel known as the "Ultramarine", your booking shall be made with Vinson Expeditions LLC, a Marshall Islands corporation ("**Ultramarine Owner**"). Quark Expeditions is the exclusive agent for the Ultramarine Owner for all bookings aboard the Ultramarine and, your contract for Expeditions aboard the Ultramarine shall be with the Ultramarine Owner. All references to "**Quark**" in this Expedition Contract is a reference to, as applicable, either Quark Expeditions, the Ultramarine Owner and/or both.

1.2 "Expedition" means the core polar voyage with Quark, together with any on-vessel or expedition related services, and any transport and/or accommodation services (including pre-post expedition transfer flights and pre- or post-voyage hotel stays) that are expressly included by Quark as part of the Expedition package, as confirmed in your Booking Confirmation, and, if applicable includes any Adventure Options (as defined in the Expedition Contract). The "Expedition" expressly excludes any Extension Activities (as defined in section 1.4), whether or not such Extension Activities are listed on the Booking Confirmation, booked at the same time and/or added at a later date after the Booking Confirmation has been issued.

1.3 "Component of the Expedition" refers to any individual element, feature, activity, amenity, accommodation, transport segment, or service that forms part of the overall Expedition itinerary, including, but not limited to, wildlife viewing, specific shore landings, and onboard activities. Extension Activities are not considered to be part of the Expedition provided by Quark.

1.4 "Extension Activity/Activities" means any additional optional activities or services which are added to your booking for the Expedition, whether at the time your booking is made or at a later date, which are arranged by or on behalf of Quark but provided by, or operated by, third party suppliers, including (but not limited to) pre- or post-Expedition tours, activities or short trips. Such activities or services are not operated by, or under the control of, Quark.

1.5 References to “**you**”, “**your**” or “**passenger**” refers to you, as the participant in the Expedition (and any applicable Extension Activity). By partaking in the Expedition (and any applicable Extension Activity), you are agreeing to do so on the terms and conditions set forth in this Expedition Contract.

1.6 References in this Expedition Contract to “**Day 1 of the Expedition**” means the date of the first activity, accommodation, travel, or whatever other arrangement which is not an Extension Activity, which is listed as being provided as part of the Expedition which is provided by Quark. The Expedition shall commence on Day 1 of the Expedition and shall conclude on the completion of the final such service, and for the avoidance of doubt shall not include any services provided before embarkation or after disembarkation that constitute Extension Activities, regardless of the actual dates, duration, or any itinerary modifications.

1.7 The terms and conditions set forth in this Expedition Contract shall apply to all passengers who partake in any Expedition (and any applicable Extension Activity), irrespective of whether your booking was made directly with Quark or with any third party. By participating in the Expedition (and any applicable Extension Activity), you agree to be bound by the terms of the Expedition Contract and acknowledge that compliance with the Expedition Contract is a condition of your participation in the Expedition. It is important that you comply with this Expedition Contract and any failure to do so may result in the termination of your Expedition (including participation in any applicable Extension Activity) and no refund for any sums paid will be provided, nor shall Quark have any liability to you arising from your failure to comply with this Expedition Contract. You must read this Expedition Contract carefully and contact Quark or your travel agent as soon as possible before the Day 1 of the Expedition if you have queries in respect of the terms and conditions set out in this Expedition Contract.

1.8 In order for you to participate in the Expedition, you must indicate your acceptance of the Expedition Contract by checking the appropriate box when making an online reservation or, for reservations made by telephone or through an agent or third party, by signing and returning the Expedition Contract. Regardless, your participation in an Expedition (and any applicable Extension Activity) constitutes your acceptance of the Expedition Contract. Quark reserves the right to amend this Expedition Contract prior to any booking being made at any time with or without notice. You are advised to check on the Quark website located at www.quarkexpeditions.com for the latest version of the Expedition Contract, or request a copy from Quark, prior to booking the Expedition.

1.9 Quark reserves the right to assign its rights and obligations without your prior consent under the Expedition Contract to another company within the Travelopia group of companies (of which both Quark Expeditions and the Ultramarine Owner are members of). This shall have no effect on your booking.

2. THIRD PARTY SUPPLIER TRAVEL CONDITIONS

Depending on the type of Expedition that you have booked and/or if any Extension Activities are included in your booking, you may be asked to accept, or read and comply with, a separate set of conditions for any carrier, accommodation or other transport provider (“**Third Party Supplier**”) which shall govern the relationship, responsibilities and liabilities as between you and the Third Party Supplier. In such circumstances, you must raise any dispute with respect to those services which are provided by the applicable Third Party Supplier directly with that Third Party Supplier and any dispute will be governed by and subject to the terms of the Third Party Supplier’s conditions. Any Third Party Supplier conditions shall be additional and supplementary to this Expedition Contract.

3. MEDICAL TREATMENT, FORMS, AND BEHAVIOUR

3.1 Medical forms shall be sent to you via email link. These medical forms must be completed and submitted by you no later than 90 days before Day 1 of the Expedition. If your booking is made within 90 days of Day 1 of the Expedition then you must submit these immediately. Medical forms must be filled out in full, honestly and accurately, disclosing your full medical history, and you must update the medical forms immediately should your medical situation change after submitting the medical forms. You acknowledge that you are the best judge of your own conditions and limitations. It is your responsibility and obligation to inform Quark, at the time your booking is made (or any time thereafter), of any

medical or physical disability or limitation that might render you unable to perform or safely complete the Expedition, any activity on the Expedition, or to participate in any Extension Activity. Quark will review the information submitted and reserves the right to ask for further information, clarity on information, or for you to provide any requested documentation from your medical practitioner if necessary. Quark is unable to offer any medical advice.

3.2 Quark reserves the right at any time and in its sole discretion for reasonable medical, behavior or other grounds, to deny your participation in the Expedition (and any applicable Extension Activity), disembark you at any port or place, or confine you to a cabin/room at any time where your presence, in the sole opinion of Quark, may be detrimental to the comfort, safety, and enjoyment of yourself, other passengers, the vessel, its officers, or crew, there is a risk that you might be excluded from landing at any port or place by immigration or other governmental authorities, or you may be suffering from any contagious or infectious disease or other condition with justifies confinement.

3.3 You must have an adequate supply of all medicines and medical supplies that you may need during the Expedition (and any applicable Extension Activity), as they may not be available onboard the vessel or at any time during any applicable Extension Activity. This supply should be sufficient to cover the entire Expedition (and any applicable Extension Activities) and any possible delays beyond your confirmed itinerary.

3.4 All medicines and medical services furnished by the vessel's physician or medical personnel, whether onboard the vessel or ashore, if any, or any other physician or medical personnel or the vessel's officers, employees or agents of Quark shall be and are accepted by you at your sole risk and expense, and Quark shall not be responsible for the quality, nature or consequence thereof as Quark does not exercise control or supervision of medical personnel.

4. SPECIAL REQUESTS

Quark shall use all reasonable efforts to accommodate any special requests, but will not guarantee any requests such as (without limitation) cabin/room numbers, bedding type, dietary requirements and special meals. It is your responsibility to convey all special requests to Quark and/or your booking agent at the time that you make your booking.

5. TRAVEL DOCUMENTS AND BAGGAGE

5.1 You are solely responsible for ensuring that you are in possession of all required documentation for your booking, including but not limited to a valid and proper passport and any visas, permits, inoculations and certificates that are required for the entire Expedition (and any applicable Extension Activity) and be able to satisfy all requirements of all immigration, port or health authorities of all and any ports or other entrances during the Expedition (and any applicable Extension Activity). If immigration or other government authorities refuse you permission to land, or give orders for deportation, you shall be responsible for all costs incurred personally and/or by Quark.

5.2 You are permitted to bring aboard the vessel for the Expedition total baggage not exceeding 250 pounds (115 kg) in weight and not exceeding 25 cubic feet in volume. Each individual piece of baggage must be under 50 pounds (23 kg) in weight. It is your responsibility to confirm baggage restrictions related to your international travel which is not included as part of the Expedition. Any Expedition that includes a charter flight to the embarkation point may be subject to further baggage restrictions. Participation in any Extension Activity may involve different baggage restrictions. These shall be notified to you at the time of booking.

5.3 You are not allowed to bring on the Expedition (and any applicable Extension Activity), any firearms, flammable, inflammable or hazardous items, controlled or prohibited substances or drugs, contraband or any articles, the importation or exportation of which may be forbidden, or which do not conform to the customs or police regulations or the laws of any country to which you may go in the course of the Expedition (and applicable Extension Activity). A passenger who violates this section 5.3 will be held liable for all resulting fines, losses, damages or delays. You are not allowed to bring onboard any firearms or any flammable or inflammable matter of any kind, such as (but not limited to) matches, gunpowder, cooking equipment, heating devices or appliances (including, without limitation, portable stoves, hot plates, burners, kettles or similar equipment, whether electric or fuel-powered), fireworks, cigarette lighters, cartridges, films, etc. Quark may dispose of or destroy such items without liability. You will be liable for the full amount

of all loss, damage or delay to the vessel or her cargo and for all injury to, or death of any fellow passengers, staff, officers or crew or other persons caused by such hazardous articles brought on board by you.

5.4 Consumption of alcoholic beverages outside of bars and other designated areas onboard the vessel is strictly prohibited. This includes, but is not limited to, consumption of alcohol in your cabin. Should you bring any alcoholic beverages onboard the vessel then you must notify Quark of this and follow Quark's instructions in respect of such alcoholic beverages. Quark reserves the right to take possession of, and return to you at the end of the Expedition, any alcoholic beverages that you bring onboard. Quark may, in its sole discretion, permit the consumption of alcoholic beverages that you bring onboard in any bars or other designated areas, provided that any conditions imposed by Quark (including, but not limited to, the payment of corkage charges) are adhered to.

5.5 Quark maintains a list of fines which shall apply to any passengers who breach any of the provisions of section 5.3 or 5.4 (or any other rules which are in place during your Expedition). Such fines shall be notified to you prior to Day 1 of the Expedition. By participating in the Expedition, without impacting Quark's other rights (including without limitation those specified in section 5.3), you hereby agree to pay any such fines to Quark on demand.

5.6 Passengers using, if carried on board or used during any Extension Activity, any athletic or recreational equipment, facilities or supplies, does so at the passenger's own risk and expense, without any responsibility of Quark.

5.7 YOU ARE RESPONSIBLE FOR INSURING YOUR BAGGAGE AND ALL OTHER PROPERTY TAKEN BY YOU. YOU AND QUARK STIPULATE AND AGREE THAT THE AGGREGATE VALUE OF ALL OF YOUR BAGGAGE AND PROPERTY TAKEN ON THE EXPEDITION WHICH INCLUDES BUT IS NOT LIMITED TO JEWELRY, WATCHES, CELL PHONES, CLOTHING, AND CASH DOES NOT EXCEED US\$250 DOLLARS AND QUARK'S LIABILITY, IF ANY, IN THE EVENT OF LOSS, DAMAGE OR DELAY TO ANY OF YOUR BAGGAGE OR OTHER PROPERTY SHALL NOT EXCEED US\$250 (TWO HUNDRED AND FIFTY DOLLARS). PASSENGERS MAY OBTAIN INSURANCE PROTECTION AGAINST THEFT AND OTHER LOSSES BY MAKING THEIR OWN ARRANGEMENTS FOR SUCH INSURANCE WHICH MAY BE OFFERED BY THIRD PARTIES.

6. ON-BOARD THE VESSEL AND PASSENGER INDEMNITY

6.1 Unless you are advised otherwise at the time of booking, the Expedition shall be an English speaking expedition and it is a condition of your booking that you have a strong command of the English language in order to safely participate in the Expedition. If you have any concerns about your ability to participate in the Expedition then it is your responsibility to contact Quark in sufficient time before the commencement of the Expedition. If Quark determines your English language skills are not sufficient then, without prejudice to any other right or remedy Quark may have, Quark may, without any liability refuse your participation in certain Components of the Expedition including, but not limited to, certain Adventure Options.

6.2 You must behave in a manner that does not cause a nuisance to other passengers and that will not cause any safety or practical problems for the vessel, its crew, Quark's staff or anybody else either participating in or working during the Expedition (and any applicable Extension Activity). Any breach of this section may be treated as a material breach of this Expedition Contract and may result in the consequences set out in section 3.2.

6.3 You are required to follow and obey the orders of the Captain of the vessel, Quark's Expedition Leader and/or all staff at all times. Further you agree and consent to any reasonable searches being made of your person, baggage or any other property, whether in your accommodation or otherwise, where reasonably necessary for safety, security or compliance with applicable laws. These searches may take place at any time. Quark reserves the right to remove and/or confiscate and/or destroy any object that may, in the opinion of Quark, the Captain, or any of its contractors, put the safety of the vessel and/or any other passengers in danger or may otherwise be illegal.

6.4 You must not interfere with, remove, misuse, tamper with or access any safety equipment onboard the vessel or used in connection with the Expedition, except where expressly instructed to do so by Quark's staff or the vessel's crew.

Safety equipment includes, without limitation, emergency response equipment, safety kits, protective gear, life-saving appliances, and any equipment intended for emergency or safety use only. Any breach of this section may be treated as a material breach of this Expedition Contract and Quark reserves the right to terminate your participation in the Expedition and, in such circumstances, you shall be liable for all costs, expenses, fines (including those fines set out in section 5.5) or other penalties incurred by Quark as a result.

6.5 You must not bring any pets or animals onboard the vessel or on any other part of the Expedition.

6.6 Smoking or vaping of any substance is permitted only in designated smoking areas expressly notified by Quark or the vessel's crew from time to time and is strictly prohibited in all other areas of the vessel and during any Adventure Options. Any breaches of this section will result in the imposition of fines in accordance with section 5.5.

6.7 The Expedition may include activities or excursions which begin, or take place from, the vessel, such as (without limitation) helicopter outings, zodiac outings, hiking and kayaking. No specific activity or excursion can be guaranteed to take place on any Expedition, and there is the possibility that off-ship activities will not take place and Quark shall have no liability in such circumstances. You are responsible for following all directions of Quark and its employees and contractors as regards to, without limitation, boarding, disembarking and behavior on-board all zodiacs, including in respect to any instructions regarding maximum passenger numbers on any zodiacs.

6.8 Unless expressly stated, there will be a charge for all tobacco products, along with all alcoholic or special beverages, miscellaneous extras, personal needs, medical supplies or facilities and any other item which is not expressly included within your Expedition itinerary. The purchase of any of these items shall be at your sole expense.

6.9 You shall be responsible to Quark for, and shall indemnify Quark against, any and all damage to the vessel, breakage of any fixtures on the vessel and the rigid inflatable boats or zodiacs, and any other losses or expenses which Quark may incur or impose (including, any penalties, fines, costs, charges, damages, attorney's fees, losses or expenses incurred or imposed upon Quark) arising out of your presence onboard the vessel or any conduct or activity undertaken by, or any omission or violation of law by you or by any minor passenger for who you are responsible.

7. CHILDREN

7.1 Quark welcomes minors (which, for purposes of the Expedition Contract, are passengers under the age of 18) above the age of 8 years old at the time of travel on all Expeditions provided that they are accompanied by a parent at all times. For the purpose of this Expedition Contract, a reference to a "**parent**" shall include any other guardian or person over the age of 21 years of age who is responsible for looking after the minor and their compliance with the Expedition Contract. A waiver signed by a parent of such minor prior to the Day 1 of the Expedition will be required.

7.2 During the Expedition you shall take complete responsibility, and remain at all times responsible, for the behavior of any minors that you are travelling with, and ensuring their compliance at all times with the Expedition Contract.

7.3 Any minor must be accompanied in the same or connecting suite by their parent. In addition, if the adult accompanying this child is not the child's parent, a "Parental Consent Guardianship Form" must be signed by the parent or legal guardian and received by Quark prior to the start of the Expedition. This will be sent to any passengers who are travelling with minors. Minors are not permitted in any area that may be designated as inaccessible to certain ages by Quark. No childcare services will be provided on board the vessel.

7.4 Minors may not be able to participate in (or may have limited participation rights in) any Extension Activities. This will be notified to you at the time of booking any Extension Activity.

8. ADVENTURE OPTIONS

8.1 Some activities which are included within the Expedition, including but not limited to kayaking, paddle excursion, stand up paddle boarding, camping, skiing, mountain trekking (together, the "**Adventure Options**") are planned for and sold in advance and are dependent on a complex set of variables. The decision whether to carry out any Adventure

Options is at the sole discretion of Quark, the Captain and/or the Expedition Leader. Adventure Options may also not be carried out if prevented from doing so due to a Force Majeure Event. Quark will not give any refunds for any Adventure Options that were successfully carried out but in which you choose not to participate in for any reason whatsoever or which do not go ahead as a result of a Force Majeure Event and/or the decision taken by the Captain and/or any Expedition Leader.

8.2 Participation in any Adventure Options on an Expedition may be restricted depending on the age of the passenger. The minimum age requirements to participate in Adventure Options for minors shall be set out in the waiver that you will be required to sign (as set out in section 7.1) in respect of any minors travelling with you during the Expedition. Such information is also available from Quark upon request. Irrespective of such age requirements, any passengers under the age of 18 must be accompanied by an adult over the age of 21 at all times during any participation in any Adventure Options. Parents must be with children under the age of 18 at all times during the Expedition and this means that parents' participation in Adventure Options may be limited.

8.3 Quark reserves the right to deny participation in the Adventure Options to anyone who does not follow the rules set out by Expedition staff, the Captain or is deemed by Quark, in its sole discretion, to not be medically/physically able to participate safely in all, or any part, of the Adventure Options. For the avoidance of doubt, where providers of any such Adventure Options are independent contractors then neither Quark, its affiliates, owners, officers, agents, employees, contractors, nor any associate organization shall be held liable for any act, default, injury (including emotional injury, injury to person or property, or death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any such provider. Adventure Options are not transferable at any time.

8.4 For Expeditions that do or may include helicopter flights then Quark does not make refunds for helicopter time not used or for cancelled helicopter flights, regardless of the reason. Where the helicopter flights do operate, Quark cannot guarantee the specific number, make and model of the helicopters used for your flight excursions. Quark can never guarantee that there will be helicopters onboard the vessel at all times or at all.

9. EXTENSION ACTIVITIES

9.1 In addition to the Expedition, Quark may arrange optional Extension Activities. Extension Activities are separate from, and not an integral part of, the Expedition itinerary itself and will be operated or provided by Third Party Suppliers whom Quark does not exercise supervision or control. To the fullest extent permitted by law, Quark acts solely as an arranger of Extension Activities and not as a principal or operator of such services.

9.2 Subject to section 9.3, if a Third Party Supplier is unable to provide part or all of an Extension Activity, Quark shall provide an appropriate pro-rata refund in respect of the affected Extension Activity only. Any such refund shall be limited to the price paid for the affected Extension Activity and shall constitute full and final settlement of any claim arising from such failure.

9.3 Where an Extension Activity is cancelled, delayed or materially modified as a result of a Force Majeure Event, Quark shall have no liability to provide any refund, compensation or damages other than as expressly set out in section 10.

10. FORCE MAJEURE, DELAYS AND CHANGES

10.1 For the purpose of the Expedition Contract, a "**Force Majeure Event**" refers to any event or circumstance beyond Quark's reasonable control that prevents, delays, impairs, or hinders the performance of its obligations or the obligations of any partner, contractor, supplier, service provider, or any other third party upon which Quark relies in the provision of the Expedition or Extension Activities. These acts and circumstances include, but are not limited to, the following, whether foreseeable, unforeseeable, avoidable, or unavoidable: natural events such as floods, fires, earthquakes, storms, and any other acts of God; war, invasion, revolution, insurrection, hostilities (declared or undeclared), riots, civil unrest, terrorist acts and threats, and any other national emergencies; epidemics, pandemics, and any other outbreaks of communicable disease posing an actual or probable threat to human health, as determined by any governmental,

supranational, or public health authority (including the U.S. federal government, the World Health Organization (WHO), and the U.S. Centers for Disease Control and Prevention (CDC)), governmental advisories, warnings, quarantines, restrictions, travel bans, shutdowns, and any other similar actions; mechanical failures and any other technical malfunction of any vessel, aircraft, transport, and accommodation; mismanagement of any vessel and navigational faults or errors; seizure and/or unavailability of any vessel due to legal process; failure of the vessel owner or charterer to deliver any vessel to Quark for any reason; perils of the sea, harbors, and any other navigable waters; strikes, lockouts, and any other labor disputes and industrial actions; power outages, telecommunication failures, and any other infrastructure breakdowns; cyberattacks, ransomware events, data breaches, and any other malicious digital acts; delays, unavailability, restraints, and disruptions of any services, information, or resources for any reason; the unavailability of resources, information or services due to any governmental shut-downs or the unavailability of resources, information or services due to a shut-down, quarantine or similar measure of any third-party service provider whose service or information is relied upon by Quark or the vessel owner (including, in the case of the Ultramarine, the Ultramarine Owner) to fulfil Quark and/or the Ultramarine Owner's obligations under these T&Cs, and any other events and circumstances of a similar nature or effect to those listed above.

10.2 Quark reserves the right to, and may, substitute the vessel which is to be used for the Expedition for another vessel, whether owned or operated by Quark or not, at any point prior to or during the Expedition. Such substitution shall not give rise to any right of cancellation, refund, or other claim by you or any passenger of the Expedition.

10.3 Occasionally, Quark has to make changes both before and after bookings have been confirmed. Quark reserves the right to change (including cancelling) any Component of the Expedition and/or any Extension Activity; including but not limited to change in Adventure Options, Extension Activity(ies), the vessel, transfer packages (ground or air), group hotel nights and the Expedition and itinerary itself. Such changes can be made by Quark without notice and for any reason whatsoever, without allowance or refund. In addition, Quark reserves the right to cancel any services prior to Day 1 of the Expedition, in which case a pro-rata payment may be refunded without further obligation on Quark's part.

10.4 If the Expedition is interrupted, cancelled, the itinerary changed or if the vessel is unduly delayed or prevented from proceeding in the ordinary course by any Force Majeure Event, Quark shall have the right, in its sole discretion, to terminate the Expedition and to land you and your baggage at any port or place at which the vessel may call at or may then be. In such event, this Expedition (including any applicable Extension Activities) shall be considered to have been fully performed as if the Expedition (including any applicable Extension Activities) were completed and the responsibility of Quark shall cease without any liability on the part of Quark to refund any part of the price paid by you for the Expedition (and any Extension Activities) or liability for any other costs or expenses.

10.5 You acknowledge that the Expedition is to a remote part of the world and you agree that Quark, and the Captain, has the right to change the itinerary without liability for any reason and have the right to substitute services, proceed without pilots; tow and assist vessels in all situations; deviate from the usual advertised or scheduled route; put back to or into or to call or stop, or omit to call or stop, at any port or place, on land or at sea, in or out of the route of the usual, advertised or scheduled Expedition, even though doing so may involve going backwards or away from the port of destination; adjust compasses; dry dock, go on ways and/or be towed; comply with all orders given by governmental or ruling authorities and the underwriters of the vessel. Examples may include, but are not limited to returning to port early and/or delaying departure from port to avoid adverse weather, or altering the itinerary for a medical emergency on board to bring a passenger to the nearest disembarkation that will allow the quickest evacuation to a suitable medical facility.

11. ANTARCTIC EXPRESS

11.1 Quark's "*Antarctic Express*" Expeditions include either a one way or a return charter flight across the Drake Passage. Weather conditions may cause a delay to the itinerary of the Expedition and/or could ultimately involve the Expedition being cancelled or interrupted.

11.2 Due to the adverse weather conditions which may impact on the "*Antarctic Express*" Expeditions, in order to try and limit the impact on the Expedition, Quark has a contingency plan in place in accordance with the below. Quark reserves

the right to make exceptions to the timings in this section 11 in its sole discretion:

For Expeditions which include a flight from Punta Arenas

11.2.1 The first day of the Expedition – The flight to King George's Island is not scheduled to depart until day 2 of the itinerary. This shall be brought forward to the first day of the Expedition if Quark is advised of any potential delays or impact to the Expedition that may arise due to adverse weather. For this reason, you are required to arrive in Punta Arenas no later than 3:00 pm on the first day of the Expedition. No refund will be provided for the Expedition in the event that you miss the flight which departs from Punta Arenas where it is brought forward and you are not in Punta Arenas on or before 3.00 pm on the first day of the Expedition of the itinerary.

11.2.2 Day 2 until final attempt – For each day after day 2 of the Expedition itinerary until the applicable time set out in either section 11.2.3(a) or 11.2.3(b), if the flight does not take off as expected, then all passengers will be briefed daily by the ground staff on what shall happen. Once a window opens with acceptable weather conditions the flight could depart with very little notice. You will therefore be required to be on stand-by until notified by Quark's staff. During this period, you shall be required to be at the airport or other location notified by Quark. If the weather does not permit travel on any given day then you will be returned back to your hotel.

11.2.3 Final attempt day:

a) for "*Antarctic Express: Fly the Drake*" Expeditions – Quark shall attempt the scheduled flight to King George's Island up to and including the fourth (4th) day of the scheduled itinerary of the Expedition and should the flight not depart as scheduled, the provisions of section 11.2.4 below shall apply;

b) for "*Antarctic Express: Crossing the Circle*" Expeditions – Quark shall attempt the scheduled flight to King George's Island up to and including the sixth (6th) day of the scheduled itinerary of the Expedition and should the flight not depart as scheduled, the provisions of section 11.2.4 below shall apply.

11.2.4 Last itinerary day for flight attempts – Should the charter flight be unable to fly on the final attempt day set out in section 11.2.3 above, then Quark will officially interrupt the Expedition and shall cancel the Expedition as necessary. In such circumstances, the cancellation shall be deemed to be a Force Majeure Event and the provisions of section 10 of the Expedition Contract shall apply. In order to assist you to obtain reimbursement for your airfare and potentially other costs to change flights, Quark may provide trip interruption letters for submission to your travel insurance providers. Quark will provide one final additional night hotel accommodation on the day of cancellation of the Expedition and all additional hotel nights and meals shall be your responsibility. Any, and all other, additional costs such as (without limitation) changing your flights shall not be the responsibility of Quark.

For all Expeditions with a flight from, or to, Punta Arenas

11.3 Passengers onboard the vessel during any delays under this section 11 will remain on board at no additional cost until the time in which the charter flight is able to arrange transport. Full board and all planned excursions are included. Quark advises all passengers to book changeable airline tickets along with strongly recommending that you have cancellation and interruption insurance to assist with additional airline change fees. Quark advises all passengers to have flexible travel arrangements upon disembarkation of the Expedition if delays arise. Quark will not be held responsible for any change/cancellation fees due to weather related delays or any other situations arising from Force Majeure Events. No refund will be issued for any reason whatsoever. At the sole discretion of Quark, the Captain and/or the Expedition Leader, the vessel may be sailed to a port of call for any reason whatsoever including, but not limited to, any Force Majeure Event.

12. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

12.1 You understand and acknowledge that there are certain unavoidable risks which are associated with your participation in the Expedition (and any applicable Extension Activity). This includes, but is not limited to, potential

exposure to personal injury (including emotional injury), injury to property or even death.

12.2 All activities which you undertake during the Expedition (and any applicable Extension Activity) are done so at your own risk and you voluntarily and willingly assume full responsibility for any injury, loss or damage which is suffered (howsoever suffered) as a result of your participation in any of the activities during the Expedition (and any applicable Extension Activity). This is in respect of **all** activities you participate in during the Expedition, and Adventure Options and/or any Extension Activities.

12.3 Third Party Activities: Any activities, excursions or services which you independently organise or participate in are not arranged, booked or sold by Quark ("**Third-Party Activities**") are provided by independent third party suppliers. Your contract for such Third-Party Activities will be directly with the relevant third-party supplier, not with Quark. To the fullest extent permitted by law, Quark shall not be liable for any loss, injury, damage, delay or expense arising from or in connection with any Third-Party Activities, including where such activities affect your ability to participate in the Expedition or any Extension Activity.

12.4 In recognition of the inherent risk of participating in the Expedition (and any applicable Extension Activity), you confirm that you are physically and mentally capable of participating in the Expedition (and any applicable Extension Activity), that you are willingly and knowingly electing to participate in spite of the potential risks and danger, and you willingly and voluntarily assume full responsibility for any injury, loss or damage sustained by you or caused by you and you agree to hold Quark harmless for any injuries, losses and/or damages sustained as a result of your participation in the Expedition (and any applicable Extension Activity).

12.5 Due to the remoteness of the destinations which are included in the Expedition, emergency evacuation and/or search and rescue may be delayed or unavailable and medical facilities and supplies may be limited and you acknowledge that it is your responsibility to assess the impact such limitations may have on any existing medical condition(s) before participating in the Expedition.

13. INDEPENDENT CONTRACTORS

13.1 Quark purchases transportation, hotel accommodations, and other services from various independent suppliers that are not subject to its supervision, direction or control. These suppliers are independent contractors and any of their acts are not acts of Quark. Neither Quark, its affiliates, owners, officers, agents, employees, contractors, nor any associate organization ("**Quark And Its Affiliates**") shall be held liable for any act, default, injury (including emotional injury, injury to person or property, or death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to: (a) by the act, neglect or default of Quark and Its Affiliates, or of any persons for whom it would otherwise be responsible, or (b) defects or failures of any aircraft, rotorcraft, boat, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers or onboard the vessel. In issuing tickets, or making arrangements, for travel, hotel or other accommodation, Quark is not acting as principal but only as agent for the companies, corporations, owner, public carriers or persons providing or offering the means of transportation and accommodation.

13.2 You further understand that Quark and Its Affiliates neither own, operate, supervise or control any Third Party Suppliers and accordingly you agree to seek remedies directly and only against those suppliers and you shall not hold Quark and Its Affiliates responsible for their acts or omissions.

14. DISCLAIMERS , LIMITATIONS AND WAIVER OF LIABILITY

14.1 THE ENTIRETY OF THIS SECTION 14 SHALL APPLY TO ANY ACTIVITIES OR SERVICES WHICH ARE BOOKED WITH QUARK, IRRESPECTIVE OF WHETHER THOSE SERVICES AND ACTIVITIES ARE PART OF THE EXPEDITION, EXTENSION ACTIVITIES, ADVENTURE OPTIONS AND/OR ANY OTHER SERVICE OR ACTIVITY WHATSOEVER.

14.2 QUARK DISCLAIMS ALL LIABILITY TO YOU OR ANY OTHER PASSENGER FOR ANY INJURY, ILLNESS, OR DEATH OF ANY PASSENGER OCCURRING DURING THE EXPEDITION NO MATTER WHAT THE CAUSE.

14.3 QUARK DISCLAIMS ALL LIABILITY TO THE PASSENGER FOR EMOTIONAL DISTRESS, MENTAL SUFFERING OR ANY PSYCHOLOGICAL INJURY OF ANY KIND.

14.4 QUARK MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE VESSEL OR ITS MERCHANTABILITY, FITNESS OR SEAWORTHINESS NOR DOES QUARK WARRANT THE CONDITION OF ANY PERSON ONBOARD THE VESSEL OR ANY FOOD, DRINK, PROVISIONS OR MEDICINE SUPPLIED BY THE VESSEL. QUARK EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY.

14.5 QUARK IS NOT AN INSURER OF THE PASSENGER'S SAFETY.

14.6 YOU ASSUME THE RISKS OF TRAVEL BY SEA AND UNDERSTAND AND AGREE THAT QUARK SHALL HAVE NO LIABILITY FOR ANY INJURIES OR DAMAGES RESULTING FROM ANY FORCE MAJEURE EVENT. IN NO EVENT SHALL QUARK BE LIABLE TO YOU WITH RESPECT TO ANY OCCURRENCE TAKING PLACE OTHER THAN ON THE VESSEL.

14.7 QUARK SHALL NOT BE LIABLE FOR ANY INJURIES OR DAMAGES TO YOU WHICH OCCUR WHILE YOU ARE ONBOARD THE VESSEL OR ONSHORE DURING THE COURSE OF YOUR EXPEDITION.

14.8 SUBJECT TO SECTION 5.7, QUARK IS NOT LIABLE FOR LOSS OF OR DAMAGE TO ANY OF PASSENGER'S BAGGAGE OR PROPERTY UNLESS DIRECTLY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF QUARK.

14.9 IN CONSIDERATION OF THE SERVICES AND ARRANGEMENTS PROVIDED BY QUARK, YOU, FOR YOURSELF AND FOR YOUR HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, DO HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND AGREE TO INDEMNIFY QUARK AND ITS AFFILIATES, WHICH SHALL INCLUDE (WITHOUT LIMITATION) ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND AFFILIATES FROM ANY AND ALL CLAIMS, ACTIONS, OR LOSSES FOR EMOTIONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES, LOST PROFITS, LOST WAGES OR EARNINGS CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES, OR OTHERWISE, THAT MAY ARISE OUT OF OR OCCUR DURING THE EXPEDITION IN CONNECTION WITH THE SCHEDULED VOYAGE OR TRAVEL PACKAGE OR ANY ACTIVITIES CONDUCTED IN CONJUNCTION OR RELATION THEREWITH, INCLUDING, WITHOUT LIMITATION, ANY DELAY, LOSS, DAMAGE, OR INJURY CAUSED BY OR ARISING FROM A FORCE MAJEURE EVENT, BREAKAGE OF SHAFTS OR ANY DEFECT OR UNSEAWORTHINESS IN HULL, MACHINERY OR APPURTENANCES, EQUIPMENT, FURNISHINGS, SUPPLIES OR OFFICERS OR CREW OF THE VESSEL OR ITS LAUNCHES OR WATERCRAFT; FAULT OR NEGLIGENCE OF THE MASTER, TUGS, OFFICERS OR MEMBERS OF THE CREW, AGENTS, SERVANTS, INDEPENDENT CONTRACTORS; THE QUALITY, NATURE OR CONSEQUENCES OF MEDICAL OR SURGICAL TREATMENT; ANY INHERENT DEFECT, OR VICE OR QUALITY OF THE TRAVELER'S BAGGAGE; ANY INSUFFICIENCY, INADEQUACY OF ABSENCE OF BAGGAGE MARKS OR OF ADDRESS OR DESCRIPTION OF SUCH BAGGAGE; ANY DELAY IN, OR PREVENTION OF SAILING, PROLONGATION OF THE EXPEDITION, DEVIATION OR STOPPAGE IN TRANSIT; ANY CALLS AT PORTS OR VARIATIONS FROM THE SCHEDULED OR REGULAR COURSE OF THE EXPEDITION; SEIZURE OF THE VESSEL UNDER LEGAL PROCESS; ANY ACT, OMISSION, FAULT, OR NEGLIGENCE OF THE TRAVELER OR FELLOW TRAVELERS; ANY RISKS OF TRAVEL BY SEA (INCLUDING, BUT NOT LIMITED TO, WEATHER-RELATED HAZARDS, NAVIGATIONAL DANGERS, WEAR AND TEAR, AND CARGO MOVEMENT AND DAMAGE); AND ANY OCCURRENCE OR EVENT THAT TAKES PLACE OFF THE VESSEL. **YOU SPECIFICALLY UNDERSTAND AND AGREE THAT YOU ARE RELEASING, DISCHARGING, AND WAIVING ANY CLAIMS OR ACTIONS THAT YOU MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS, OMISSIONS, OR CONDUCT OF QUARK AND THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS, OR AFFILIATES OF QUARK.** YOU ACKNOWLEDGE AND AGREE THAT ANY DAMAGES RESULTING FROM SUCH ACTS OR OMISSIONS ARE SPECULATIVE, UNCERTAIN, AND NOT REASONABLY FORESEEABLE AT THE TIME YOU ENTER

INTO THIS EXPEDITION CONTRACT.

14.10 IN NO EVENT WILL QUARK BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS OR LOSS SUFFERED BY ANY PERSON. QUARK'S MAXIMUM LIABILITY FOR ANY REASON WHATSOEVER, WILL BE LIMITED TO THE AMOUNT PAID TO QUARK FOR THE EXPEDITION.

14.11 EU REGULATION 392/2009 AND THE ATHENS CONVENTION

IN THE EVENT THAT ALL OR ANY OF THE PROVISIONS OF SECTIONS 14.1 THROUGH 14.9 ARE INAPPLICABLE OR DEEMED UNENFORCEABLE, THEN QUARK SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS, IMMUNITIES FOR PERSONAL INJURY, DEATH AND/OR LUGGAGE AS SET FORTH IN EU REGULATION 392/2009 ("THE REGULATION") RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA. ON EXPEDITIONS THAT DO NOT EMBARK, DISEMBARK OR CALL AT ANY UNITED STATES PORT, QUARK SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS, IMMUNITIES FOR PERSONAL INJURY, DEATH AND/OR LUGGAGE AS SET FORTH IN THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF GUESTS AND THEIR LUGGAGE BY SEA, 1974 AND THE PROTOCOL OF 2002 TO THAT CONVENTION ON THE LIABILITY OF CARRIERS TO GUESTS IN THE EVENT OF ACCIDENTS (BOTH TOGETHER REFERRED TO AS THE "ATHENS CONVENTION"). UNDER BOTH THE REGULATION AND THE ATHENS CONVENTION, QUARK'S LIABILITY IS LIMITED AS SET FORTH BELOW:

14.11.1 EXCEPT IF THE LOSS OR DAMAGE WAS CAUSED BY A SHIPWRECK, CAPSIZING, COLLISION, STRANDING OF THE SHIP, EXPLOSION OR FIRE ABOARD THE SHIP OR A DEFECT IN THE SHIP AS DEFINED BY THE REGULATION AND THE ATHENS CONVENTION, AND PROVIDED THAT THE PASSENGER PROVES THAT THEIR LOSS OR DAMAGE WAS CAUSED BY QUARK'S NEGLIGENCE OR FAULT, QUARK'S LIABILITY TO PASSENGERS FOR DEATH OR PERSONAL INJURY IS LIMITED TO NO MORE THAN 400,000 SPECIAL DRAWING RIGHTS ("SDR") PER PASSENGER (APPROXIMATELY U.S. \$535,000, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL).

14.11.2 IF THE LOSS OR DAMAGE WAS CAUSED BY A SHIPWRECK, CAPSIZING, COLLISION, STRANDING OF THE SHIP, EXPLOSION OR FIRE ABOARD THE SHIP OR A DEFECT IN THE SHIP AS DEFINED BY THE REGULATION AND THE ATHENS CONVENTION, QUARK'S LIABILITY TO PASSENGERS FOR DEATH OR PERSONAL INJURY IS LIMITED TO NO MORE THAN 250,000 SPECIAL DRAWING RIGHTS ("SDR") PER PASSENGER (APPROXIMATELY U.S. \$335,000, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL) EXCEPT WHERE THE INCIDENT RESULTED FROM AN ACT BEYOND QUARK'S CONTROL (i.e. WAR, TERRORISM, HOSTILITIES, CIVIL WAR, INSURRECTION, NATURAL DISASTER, INTENTIONAL ACTS OF THIRD-PARTIES, ETC.) QUARK'S LIABILITY FOR LOSS OR DAMAGE RESULTING FROM SUCH INCIDENTS MAY INCREASE TO 400,000 SDR UNLESS QUARK PROVES THAT THE INCIDENT OCCURRED WITHOUT ITS FAULT OR NEGLIGENCE.

14.11.3 IF THE LOSS OR DAMAGE WAS CAUSED IN CONNECTION WITH WAR OR TERRORISM, THEN QUARK'S LIABILITY FOR PERSONAL INJURY OR DEATH SHALL BE LIMITED TO THE LESSER OF 250,000 SDR PER PASSENGER (APPROXIMATELY US\$345,000) OR TOTAL 340 MILLION SDR (APPROXIMATELY U.S. \$469,200,000) PER INCIDENT.

14.11.4 SUBJECT TO SECTION 5.7, QUARK'S LIABILITY FOR LOSS OF, OR DAMAGE TO, PASSENGER'S LUGGAGE OR OTHER PROPERTY SHALL NOT EXCEED 2,250 SDR (APPROXIMATELY \$3,011.00 WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL) PER PASSENGER PURSUANT TO THE ATHENS CONVENTION.

14.11.5 PUNITIVE OR EXEMPLARY DAMAGES ARE NOT AVAILABLE UNDER EU REGULATION 392/2009 OR THE ATHENS CONVENTION.

14.11.6 ANY DAMAGES PAYABLE BY QUARK SHALL BE REDUCED IN PROPORTION TO ANY FAULT OR NEGLIGENCE BY THE PASSENGER AS PROVIDED IN ARTICLE 6 OF THE REGULATION AND THE ATHENS CONVENTION.

14.11.7 A COPY OF THE REGULATION MAY BE FOUND AT [Regulation – 392/2009 – EN – EUR-Lex.](#)

14.11.8 A COPY OF THE ATHENS CONVENTION AND THE 2002 PROTOCOL IN THEIR ENTIRETY CAN BE FOUND AT <https://treaties.fcdo.gov.uk/awweb/pdfopener?md=1&did=68431> and https://assets.publishing.service.gov.uk/media/5a7b9ee1e5274a7318b8fd94/Misc.6.2013_Prot_2002_Athens_8760.pdf.

14.12 IN ADDITION, QUARK SHALL HAVE THE FULL BENEFIT OF ANY APPLICABLE LAWS PROVIDING FOR LIMITATION AND/OR EXONERATION OF LIABILITY AVAILABLE UNDER ANY NATIONAL LAW, INTERNATIONAL LAW, THE LAW OF THE FORUM WHERE A CLAIM IS LITIGATED OR ARBITRATED, INCLUDING BUT NOT LIMITED TO 46 U.S.C. 30501 THROUGH 46 U.S.C. 30529 AND 46 U.S.C. 30301 THROUGH 30305 AND NOTHING IN THIS EXPEDITION CONTRACT IS INTENDED TO OPERATE TO LIMIT OR DEPRIVE THE CARRIER OF ANY SUCH STATUTORY OR OTHER LIMITATION OR EXONERATION OF LIABILITY. THE SERVANTS AND/OR AGENTS OF QUARK SHALL HAVE THE FULL BENEFIT OF ALL SUCH PROVISIONS RELATING TO THE LIMITATION OF LIABILITY.

14.13 NOTHING HEREIN IS INTENDED TO (NOR SHALL IT OPERATE TO) DEPRIVE QUARK OF THE LIMITATIONS OF LIABILITY OR EXONERATION FROM LIABILITY OF ANY STATUTES OF THE UNITED STATES OF AMERICA AS SET FORTH AT TITLE 46 U.S. CODE SECTIONS 30501 THROUGH 30509 AND 30511. NOR DOES QUARK WAIVE ANY REMEDIES AVAILABLE TO IT UNDER THE LAW.

15. PHOTOGRAPHS / IMAGERY

15.1 By partaking in the Expedition, you grant Quark the irrevocable right and permission to capture and use your name, photograph, image, voice, audio and likeness while on the Expedition for future publicity or promotional material in all forms or manner whatsoever, without payment or other consideration. If you do not wish to be photographed during the Expedition, you must inform Quark (or your travel agent) in writing prior to the start of the Expedition.

15.2 In addition, you hereby grant Quark the irrevocable right and permission to reproduce or use any portion of any photograph, image, voice or audio that you take and submit to Quark (collectively, the “**Images**”) in any and all of (without limitation) its media, brochures, publications without payment or other consideration, whether captured during the Expedition or any Extension Activity. You understand and agree that all Images will become the property of Quark and will not be returned. You hereby irrevocably authorize Quark to edit, alter, copy, exhibit, publish, or distribute the Images for any lawful purpose, and waive any right to inspect or approve the finished product and any right to royalties or other compensation arising or related to Quark’s use of the Images.

16. INSURANCE

16.1 It is a condition of your participation in the Expedition (including any Adventure Options and/or any Extension Activity) that you shall have comprehensive medical insurance in place which is sufficient to cover all medical risks and exposure, including emergency medical coverage. You may be required to provide proof of this insurance to Quark at any time and should carry such insurance documentation with you during the Expedition (and any applicable Extension Activity).

16.2 In case of a medical problem arising during the Expedition (and any applicable Extension Activity), either onboard the vessel(s) or on shore, which results in costs for evacuation, use of aircraft or repatriation, the responsibility for payment of these costs belongs solely to the passenger.

16.3 In addition to the medical insurance requirement set out in section 16.1, Quark strongly recommends that you, and all other passengers in your group, purchase comprehensive travel protection cover for the duration of the Expedition (and any applicable Extension Activity) which covers those risks in addition to medical assistance. Such travel protection should cover, as a minimum, cancellation insurance, trip delay, baggage cover and repatriation.

17. TRAVEL AGENTS

17.1 If you have made a booking with any travel agent, the travel agent shall be your agent and Quark shall not be liable for any representation made by your travel agent. Further, you understand and agree that the provision of the Expedition Contract to your travel agent, and any other documentation or information in respect of the Expedition (and

any applicable Extension Activity), shall be deemed receipt by you as on the date it is provided to the travel agent.

17.2 If you have made your booking with a travel agent then you agree to be bound by and are personally responsible to comply with the Expedition Contract. All waivers, confirmations of authority, indemnities and releases shall be deemed made by you personally and not your travel agent. Further, you agree that Quark's obligations are to you and not your travel agent and Quark has no responsibility or liability arising out of, or in connection with, your relationship with your travel agent.

18. PRIVACY

In order to provide the Expedition (and any applicable Extension Activity), Quark requires access to your personal information including, without limitation, your name, address, passport details, medical records, disabilities, email address and any special dietary information. In order to provide the Expedition (and any applicable Extension Activity), Quark may be required to share your personal data with Third Party Suppliers. Further information on how your personal information is used can be found at <https://www.quarkexpeditions.com/privacy-policy>.

19. COMPLAINTS

19.1 Should you have any complaints about the way that the Expedition, or any Component of the Expedition, have been provided, then you must notify this to the Captain, Expedition Leader, or any other Quark staff, who will use their reasonable endeavors to remedy the issue. If you have any complaints about how any of the services which are part of an Extension Activity are provided then you must notify the applicable Third Party Supplier. You must make such notification under this section 19 promptly and as soon as possible after any issues arise. You must also minimize any losses as far as it is possible to do so.

19.2 If it is not possible for Quark to attempt to remedy the issue during the Expedition, you may send a written complaint by email to Quark at guest@quarkexpeditions.com or to your travel agent. Quark will endeavor to respond to your complaint within 45 days of receipt.

20. TIME LIMIT FOR CLAIMS/WRITTEN NOTICES

20.1 Any incident or accident must be reported immediately to Quark and the Expedition staff, if such incident or accident occurs on or relates to any part of the Expedition (and any applicable Extension Activity). Claims, actions, or losses for bodily injury, emotional injury or distress, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur outside of this Expedition Contract and any activities conducted in conjunction therewith, must be made, with full written details given to Quark, within 185 days after the date of the event giving rise to such claim. Suit to recover on any such claim shall not be maintainable unless filed within one (1) year after the date of the event giving rise to such claim and unless served on Quark within 120 days after filing. You expressly waive all other potentially applicable state or federal limitation periods. If a written claim is not made and suit is not filed within the time frame set forth above, then you waive and release any right you may have to make any claim against Quark arising under, in connection with, or incident to the Expedition (and any applicable Extension Activity).

20.2 For all other claims including (but not limited to) claims relating to your baggage, any alleged violations of your civil, consumer or privacy rights, or any other statutory, constitutional or legal rights, or for any other losses, damages or expenses you have incurred in connection with the Expedition (and applicable Extension Activity), you must notify Quark with full written details of the incident within 30 days of the date of the alleged claim. Any Disputes (as defined in section 21.1), arbitrations and the limited legal proceedings under this Expedition Contract must be filed by you within 6 months following the final date of the Expedition.

20.3 Any failure to comply with the time frames under this section 20 shall operate as a waiver and release of any rights you may otherwise have to make any claim against Quark arising out of or related to the Expedition (and any applicable Extension Activity).

21. ARBITRATION

21.1 Any and all disputes and claims that either you or Quark may have against each other that arise out of or relate to the Expedition, any Extension Activity and/or the Expedition Contract including the breach, termination, enforcement, interpretation or validity of the Expedition Contract, including the agreement to arbitrate and the scope or applicability of this Arbitration Agreement (collectively, “**Disputes**”), will be resolved in a binding, confidential, individual and fair arbitration process pursuant to this section 21 (“**Arbitration Agreement**”). The only exceptions to this Arbitration Agreement are that (a) each party shall, if applicable, submit a Dispute on an individual basis in small claims court, (2) the parties may mutually agree to a trial without a jury in a United States District Court if jurisdiction permits, and (3) each party may bring suit in the appropriate Court against the other to enjoin infringement or other misuse of intellectual property rights. In the event that arbitration is not enforced, then such disputes not enforced through arbitration shall be brought solely and exclusively in the United States District Court for the District of Delaware to the exclusion of any other court where suit might otherwise be brought and if the United States District Court for the District of Delaware lacks subject matter jurisdiction, then the matter shall be brought in a court of competent jurisdiction located in Wilmington, Delaware.

21.2 The Federal Arbitration Act, 9 U.S.C. §§ 1-16 governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement will survive your completion of the Expedition (and any applicable Extension Activity) and the termination of the Expedition Contract.

21.3 The process for arbitrating a Dispute shall require either you or Quark to send by registered mail to the other a written notice of the Dispute (“**Notice**”) that sets forth the name, address, and contact information of the party giving notice, the specific facts giving rise to the Dispute, the Expedition to which the Notice relates, and the relief requested.

21.4 Your Notice must be served to Quark at Customer Service, 3131 Elliott Ave, Suite 300, Seattle, WA 98121, USA. Quark shall send its Notice to the contact information that Quark holds for you or that you subsequently provide in writing for Quark to serve its Notice.

21.5 It is the sender’s responsibility to ensure that the recipient receives the Notice. During the first 45 days after a Notice is served the parties may try to reach a settlement of the Dispute. If it is not possible to resolve the Dispute within this time period, either party may initiate arbitration in accordance with this section 21.

21.6 Any arbitration between you and Quark will be conducted by the American Arbitration Association (“**AAA**”) and will be governed by the AAA’s Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the “**AAA Rules**”), as modified by this Arbitration Agreement. The AAA Rules are available online at www.adr.org, or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single arbitrator. If you and Quark cannot agree on who that single arbitrator should be, then the AAA shall appoint an experienced arbitrator. The arbitrator is bound by the terms of this Arbitration Agreement. A form for initiating formal arbitration may be found on the AAA’s website at www.adr.org (“**Arbitration Form**”). In addition to filing this Arbitration Form with the AAA in accordance with its rules and procedures, you must send a copy of this completed Arbitration Form to Quark.

21.7 If you are seeking to recover \$100,000 or less (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), the AAA Rules provide that the Dispute should be resolved without a hearing, by submission of documents only. However, either you or Quark may request a hearing and in those circumstances the requesting party would be responsible for the fees associated with it. If the arbitrator recommends a hearing even if neither you nor Quark request one, Quark will pay the arbitrator’s fees associated with the hearing. If the claim is for more than \$100,000 (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), the hearing location will be determined in accordance with the AAA Rules, Principles and Guidelines, with the State of Delaware, USA being a possible location only if agreed upon by all parties.

21.8 It is agreed that the arbitration and any mediation shall be confidential and neither you nor Quark shall disclose the facts of the proceeding, any documents exchanged as part of the proceeding, the Arbitration Agreement, the arbitrator’s

decision and the existence or amount of any agreement or award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or court order.

22. WAIVER OF JURY TRIAL AND CLASS ACTION, GOVERNING LAW, JURISDICTION AND OTHER WAIVERS

22.1 The Expedition Contract and any Disputes, arbitrations, and the limited legal proceedings identified as permissible in the Expedition Contract shall be governed exclusively, in all respects, and without regard to conflict of law principles, by the laws of the State of Delaware, USA and, where applicable, the general maritime law of the United States including the Death on the High Seas Act (46 U.S.C. § 30302). Except as otherwise expressly specified in the Expedition Contract, you agree that this choice of law supersedes and pre-empt any provision of law of any other state or nation.

22.2 IN CONNECTION WITH ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF THE EXPEDITION CONTRACT, **THE PARTIES HEREBY SPECIFICALLY AND KNOWINGLY WAIVE ANY RIGHTS THAT EITHER PARTY MIGHT HAVE TO DEMAND A JURY TRIAL.**

22.3 The Expedition Contract provide for the exclusive methods for resolution of any Disputes between the parties, to which you agree shall be brought only on your own behalf and not as part of any class action. Even if the applicable law provides otherwise, you agree that any Dispute against Quark whatsoever shall be litigated by you individually and not as a member of any class or as part of a class action, and **YOU EXPRESSLY AGREE TO WAIVE ANY LAW OR RIGHT ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION.**

23. WAIVER OF IN REM AND QUASI IN REM PROCEEDINGS

23.1 IN THE EVENT OF A MARITIME TORT, YOU MAY HAVE RIGHTS TO PROCEED IN REM TO ARREST THE VESSEL OR ITS APPURTENANCES FOR PURPOSES OF SECURITY OR PROCEED QUASI IN REM TO ATTACH ANY OF THE CARRIER'S VESSELS TO ESTABLISH JURISDICTION. YOU HEREBY WAIVE ANY RIGHT TO AN IN REM OR QUASI IN REM PROCEEDING TO ARREST OR ATTACH ANY OF CARRIER'S VESSELS FOR THE PURPOSES OF OBTAINING SECURITY OR JURISDICTION, AND WILL RELY SOLELY ON THE CREDIT OF THE CARRIER IN BRINGING ANY CLAIM AGAINST CARRIER, IF AT ALL.

24. MISCELLANEOUS

24.1 Passenger Bill of Rights. The Cruise Industry Passenger Bill of Rights ("PBOR") in effect at the time of booking which can be found at <https://www.quarkexpeditions.com/terms-and-conditions/clia-passenger-bill-of-rights> shall apply to your booking and you shall have the full benefits of the rights set out in the PBOR. The PBOR shall supersede in the event of any conflict with the terms and conditions set forth in the Expedition Contract.

24.2 Severability. If any provision of the Expedition Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24.3 Notices. All written notices to Quark required under the Expedition Contract must be mailed, postage pre-paid to Quark Expeditions, Inc. at 3131 Elliott Ave, Suite 300, Seattle, WA 98121 USA, or sent by email to (1) guest@quarkexpeditions.com, and (2) enquiry@quarkexpeditions.com with proof of electronic delivery.

24.4 Entire Agreement. The Expedition Contract shall represent the entire agreement between the parties on the subject matter hereof and any and all prior agreements, discussions, representations, whether oral or in writing, are hereby superseded by the terms herein.