

# Terms and Conditions

**Burkat Global, LLC | Travel Passenger Contract**

**IMPORTANT NOTICE TO PASSENGERS: THE TERMS AND CONDITIONS IN THIS CONTRACT GOVERN YOUR TRIP BOOKING. THESE TERMS AND CONDITIONS COLLECTIVELY REFERRED TO AS THE “PASSENGER CONTRACT” CONSTITUTE A LEGALLY BINDING CONTRACT AND THE ENTIRE AGREEMENT GOVERNING THE RELATIONSHIP BETWEEN YOU AND THE COMPANY. THERE IS NO VERBAL OR WRITTEN REPRESENTATION, WARRANTY, PRIOR AGREEMENT OR DESCRIPTION OF SERVICES OTHER THAN AS EXPRESSED HEREIN.**

**READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE INDICATING YOUR ACCEPTANCE BY SENDING BURKAT GLOBAL, LLC YOUR DEPOSIT. BURKAT GLOBAL DOES NOT REFUND PAYMENTS MADE. YOUR ATTENTION IS ESPECIALLY DIRECTED TO SECTIONS 2, 3 AND ANY OTHERS LIMITING OUR LIABILITY FOR YOUR DEATH, ILLNESS OR INJURY, AS WELL AS DAMAGE CLAIMS RELATING TO BAGGAGE AND PERSONAL PROPERTY, AND YOUR RIGHT TO SUE OR ARBITRATE, AND WAIVER OF JURY TRIAL AND CLASS ACTION. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PASSENGER CONTRACT, DO NOT SEND US YOUR DEPOSIT OR ANY SUBSEQUENT PAYMENTS. ONCE THIS PASSENGER CONTRACT IS ACCEPTED, YOU CANNOT SUBSEQUENTLY REJECT IT.**

**BE SURE TO CONSIDER PURCHASING INSURANCE PERTINENT TO TRAVELING ON THIS TOUR.**

By accepting, you certify that you are an adult with full legal authority to enter into this Passenger Contract for yourself and on behalf of all accompanying passengers on your reservation. You further affirm that you have read the terms of this Passenger Contract, and that you understand and accept all such terms and conditions.

## **1. DEFINITIONS**

The word “you” or “passenger” refers to each passenger booking, purchasing or traveling on a Burkat Global tour, including any accompanying minors, and all of the passenger’s heirs, successors in interest and personal representatives.

“Company” or the term “we” or “us” refers to Burkat Global, LLC, a New York limited liability company, and any and all affiliated companies and entities including but not limited to the Tour

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Operators, Motor Vehicles, hotels, restaurants, Vessel Owners and Vessel Operators and the vessels these entities own or operate, (including their managers, charterers, agents, pilots, officers, crew, tenders shipbuilders and manufacturers of all component parts and all suppliers), and each of their owners, shareholders, directors, officers and employees and all other entities providing services to Burkat Global passengers.

“Program Price” refers to the sum of the base price for your program, plus single supplement (if applicable), plus any government taxes and fees, and pre- or post-trip extension costs; but does not include any other items, such as surcharges, port charges, government taxes or fees that are payable onsite, or offsite, etc. (collectively, “Other Items”).

“Suppliers” are independent third-party providers of services. See “Tour Operator” Section 2 below.

Your Tour Operator is Burkat Global, LLC.

“Trip” means the tour package you book with us. This Trip includes the base package plus any booked pre- or post-trip tour extension you purchase and any and all optional tours you purchase either beforehand or while on your Trip.

“Trip Price” refers to the Tour Price and any extensions purchased from Burkat Global, LLC.

Any vessels and other means of conveyance used in your tour are owned and operated by non-affiliated third parties. We reserve the entire space or purchase space on vessels and other entities and conveyances for our passengers.

## **2. TOUR OPERATOR**

a) We are a “tour operator.” This means that we organize, promote, and sell tour programs consisting of certain travel services that are provided by independent third parties (“Suppliers”). All travel activities and services provided in connection with, before, after or during your tour including but not limited to hotels, restaurants and other food providers, tour directors, tour guides, trip leaders, program directors, local guides, ground operators, providers of optional or included tours, excursions, or treatments, or transportation of any kind by any vessel, aircraft, bus or other mode of transportation and hospitality or hotels, are provided, owned and operated by independent third party contractors whose employees, facilities, products and services are not subject to our supervision or control. No representations of any kind are made by Burkat Global concerning these third parties.

b) In providing tour operator services or selling reservations or tickets in connection with any optional or included tours, shore excursions, services or transportation or by accompanying you

during such activities, we do so as a convenience to you and shall be entitled to impose a charge and earn a profit from the sale of such excursions, services or transportation, but we do not undertake to supervise or control such independent contractors or their employees, facilities, products or services.

c) The suppliers providing services for your tour are independent contractors and are not our agents, employees, servants, or joint venturers. To the extent we book air transportation for you, we act as an agent of the air carrier and not as your agent. For all other purposes, we do not act as an agent for any party whatsoever.

d) In the course of your tour, you may see the name Burkat Global or Burkat Global, LLC or hear or see the use of the word “our” to denote hotels, transportation vehicles or vessels. We may also use sign placards with these names. Any such use is purely for reasons of identification and does not denote any agency, joint venture, or ownership, supervision, or control by us in any way.

### **3. LIMITATION OF OUR LIABILITY**

Except as otherwise expressly provided herein, for the purposes of the defenses, limitations of liability and rights of Company set forth in this Passenger Contract only, “Company” also includes any vessel used in your tour (or any substituted vessel or means of transport) whether owned or operated by Company, the vessel’s or bus owners, operators, managers, charterers, and agents, any affiliated or related companies thereof and their officers, crew, pilots, drivers, agents or employees, and all concessionaires, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to any such ship or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.

Additionally, unless otherwise expressly provided herein, all limitations of liability apply to your tour.

a) The responsibility of Company in connection with your tour is strictly limited. Company makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of any Supplier and any transportation, tours, services, products or facilities provided by Suppliers. We are not liable for any claim including but not limited to claims for loss, damage, injury, death, misrepresentation, delay, inconvenience or disappointment, arising from any action by a Supplier, including but not limited to any negligent or willful act or failure to act of any Supplier or of any other third party. You assume the risk of Burkat Global’s negligence. We will not be liable to you for any claim. You agree that in no event shall we be liable in any claim, including but not limited to any indirect, consequential, punitive special or exemplary, or incidental damages, however

caused, and whether sought in contract, tort or under any other theory of liability, and regardless of whether we have been advised of the possibility of such damages.

b) Company makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of any Suppliers or other such contractors, transportation, tours, services, products or facilities.

c) Company is not responsible for any injury, loss, or damage to person or property, death, delay, disappointment or inconvenience in connection with the provision of, or failure to provide, any goods or services occasioned by or resulting from—but not limited to—acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, mechanical or other failure of vessels, airplanes, motor coaches, or other means of transportation or for the failure of any transportation mechanism to arrive or depart on time, or for any other cause beyond the direct control of Company.

d) A tour may include visits to shops and merchants. Company is not responsible for any purchases you make during your tour, whether or not that merchant is part of the scheduled itinerary.

e) You agree that the Company has no liability for loss or damage to baggage or personal property. Company does not undertake to carry as baggage any tools of trade, household goods, fragile or valuable items, precious metals, jewelry, documents, negotiable instruments or other valuables, including but not limited to those specified in Section 30503 of Title 46 of the United States Code. You warrant that no such items will be presented to Company as baggage on the trip, and release Company from all liability whatsoever for loss of or damage to such items when presented to Company in breach of this warranty. Passengers are strongly urged to keep valuables, irreplaceable items and medicines in their possession at all times and not to pack such items in baggage or suitcases handled by others. Company shall not be liable for any loss, theft or damage to valuables left unattended in your hotel room, on any bus or other mode of transportation or any facility or location during your tour, nor for any valuables lost, damaged or stolen during any activities. For purposes of this Subsection, valuables include but are not limited to cash, clothing, jewelry, electronic devices (including but not limited to laptops and tablets and similar computer equipment), cameras, lenses, cellular phones, “smart” phones, medical equipment/devices, eye wear, cosmetics, and medications.

The baggage allowance for all portions of the tour, both on the ground and in the air, per passenger, is one suitcase that can be checked without any excess charges and one carry-on bag that will fit under the passenger’s seat. Baggage regulations and tariffs change frequently in India. The company cannot be responsible for any charges for baggage imposed by any carrier or vendor. Passengers agree that they understand these carrier charges and regulations may change at any time. We will notify passengers prior to departure of baggage limits.

f) All health, medical, food, drink, or other personal services provided in connection with your tour are provided solely for the convenience and benefit of passengers who may be charged for such services. You accept and use medicine, medical treatment, food, drink, and other personal services available at your sole risk and expense without liability or responsibility of Company whatsoever. Doctors, nurses or other medical or service personnel work directly for passenger and shall not be considered to be acting under the control or supervision of Company, since Company is not a medical provider.

Similarly, and without limitation, all spa personnel, massage therapists, yoga instructors, Ayurveda providers, photographers, instructors, guest lecturers and entertainers and any other service personnel aboard, on, or about a coach, motor vehicle, tuk tuk motorized rickshaw, sedan chair/palanquin or boats including without limitation ferries, buses, taxis, houseboats, canoes, and motorboats shall be considered independent contractors who work directly for the passenger.

g) In connection with your tour, Company shall not be liable to the passenger for costs or damages for emotional distress, mental suffering or psychological or physical injury of any kind, under any circumstances. h) In addition to all the restrictions and exemptions from liability provided in this Passenger Contract, Company shall have the benefit of all the statutes of the United States of America providing for limitation and exoneration from liability and the procedures provided thereby, including but not limited Title 46 of the United States Code sections 30501 through 30509, and 305011. Nothing contained in this Passenger Contract shall limit or deprive Company of the benefit of the applicable statutes or laws of the United States of America or any other country; or any international convention providing for release from, or limitation of, liability.

#### **4. NOTICE CONCERNING SAFETY AND SECURITY**

You agree to assume responsibility for your own safety, and we cannot guarantee your safety at any time. Local conditions, including infrastructure, road conditions, medical care, safety and security, may differ significantly from those found, for example, in the United States or Europe and Israel. At any given moment there are also likely to be “trouble spots” in the world in terms of war, terrorism, crime, Acts of God, civil commotions, labor trouble, and/or other potential sources of harm. The United States Department of State and other governmental and tourist organizations provide information on foreign countries, including details of local conditions in specified cities and countries according to such agency’s perception of risks to travelers. We strongly recommend you obtain and consider such information when making travel decisions. We assume no responsibility for gathering such information or providing it to you.

#### **5. MEDICAL CARE; TRAVEL INSURANCE**

You recognize and agree that we are not in the business of providing medical services and/or operating medical facilities. You therefore agree that we are not responsible for the provision of,

or adequacy of, any medical care or advice and consultation provided, including but not limited to any medical care provided under any travel protection and insurance plan.

During your tour, the availability of medical care may be limited or delayed. You acknowledge that all or part of your tour may be in areas where medical care and evacuation may not be available and we cannot provide or endeavor to provide these services. You agree to indemnify and reimburse Company in the event Company elects to advance the cost of emergency medical care, including but not limited to medical care provided ashore or on a vessel or other transportation devices, as well as but not limited to transportation and/or lodging in connection therewith.

**For your benefit, we strongly recommend and urge you to purchase travel protection/insurance to protect against but not limited to loss or damage to baggage and personal effects, trip cancellation and interruption, emergency evacuation, accidental death or injury, illness and medical expenses sustained or incurred in connection with your tour. Pre-existing condition insurance often is available for only a limited time period after your travel is booked. We urge you to book this insurance and any and all insurance as soon as possible after expenditure for a Burkat Global tour or for airfare or other expenses pertaining to the tour.**

You acknowledge Burkat Global is not in the business of advising on or providing insurance and no expertise on insurance is expressed or implied herein.

We always recommend you carefully review your insurance coverage for any trip.

## **6. AUTHORITY TO DECLINE PASSENGERS OR REMOVE PASSENGERS FROM TRIPS**

We reserve the right at our sole discretion to accept or reject any person as a tour passenger at any time for any reason we deem necessary. We reserve the right to expel any passenger from a tour if but not limited to when we deem this necessary for the comfort, convenience or safety of the tour participants, including if your behavior is deemed to cause or be likely to cause danger, distress or annoyance to other passengers or if we reasonably determine your condition would adversely affect your health, safety or enjoyment or that of other passengers, or for any other reason we deem appropriate. If we remove you from a trip in progress, you will not be entitled to any refund, payment, compensation or credit of any kind for unused or missed services or costs of any kind incurred resulting from the termination of the travel arrangements and you will be responsible for all your travel costs to return home or to your next destination.

## **7. RESERVATIONS AND PAYMENTS**

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A non-refundable deposit of approximately 10% of the cost of the tour per person is required to hold a place on the tour. Full payment is required from each passenger 90 days before departure and is not refundable.

Payments for extensions or any other extra bookings are not refundable.

**Please remember to purchase trip cancellation insurance as soon as you make your first deposit. We always recommend you carefully review your insurance coverage for any trip.** Final payment is due at least 90 days prior to departure unless booked after that time when non-refundable full payment is due at the time of booking. Operator reserves the right to cancel reservations that are not paid in full at any time after final payment is due, and no refunds can be made. Prices are per person, double occupancy. "Other Items" that are not part of our Program Price will be billed as separate items on your invoice and are not refundable. Surcharges, administrative charges, port charges, taxes, or fees that go into effect or increase prior to or during the tour will be collected during the tour or invoiced and payment is required as soon as practical. Rates are based on a minimum number of participants per tour and may be adjusted if there are fewer than the minimum required.

All terms and conditions and penalties contained in this document apply equally to the single supplement and to a passenger traveling as a single.

Note that not included in the tour rate are international airfare, passport fees, some airport taxes and fees, visas and visa service providers, excess baggage charges, insurance, alcoholic and soft drinks, and non-standard food items not regularly offered by food service establishments at meals as selected by operator.

***PLEASE NOTE: CONCERNING CURRENCY.** Every effort has been made to produce pricing information accurately. Operator reserves the right to correct promotional or pricing errors at any time, or to increase the Trip Price in the event of cost increases due to changes in airfares, hotel rates, currency fluctuations, taxes, fuel surcharges, or other reasons, and to correct without limitation any errors at any time for any reason at its sole discretion. Payment in full of these charges is required no later than one week before tour begins.*

## **8. CANCELLATIONS AND REFUNDS**

**Tour reservations are not subject to cancellation and no money will be refunded for any reason if a reservation is canceled or if a passenger fails to complete the tour. The Operator recommends passengers purchase trip cancellation insurance for this contingency.**

If you are a no-show, if you cancel your trip at any time for any reason after the departure date, or if you leave a trip already in progress, you will not receive any refund for any unused portion of your trip.

**We always recommend you carefully review your insurance coverage for any trip.**

Although unlikely, things happen. Burkat Global reserves the right at its sole discretion to cancel any tour for any reason, including but not limited to if a minimum number of travelers does not sign up within 90 days of departure. If cancellation is caused by an insufficient number of passengers, with terms determined solely by Burkat Global, travelers may be given the option to pay more per person (calculated based on the number of signups and other factors to be determined solely by Burkat Global) or request a return of their deposits within 60 days. Notwithstanding the number of participants who still wish to travel, and in any case and at any time, Burkat Global at its sole discretion and with no recourse from passengers may determine to cancel the tour.

## **9. RESERVATION AND OTHER CHANGES**

a) We reserve the right to modify at any time without notice, in any manner, including but not limited to tour itineraries and substitute hotels, meals, accommodations and methods of transportation without liability to Company. Included features may not be available. If a vessel or aircraft or other means of transportation is not able to complete the scheduled itinerary due to low water, high water, mechanical breakdown, or any other reason, we reserve the right to modify the itinerary in any manner, which right shall include but not be limited to the use of hotels and motor coaches where necessary.

b) Additionally, Company may, for any reason, without prior notice, cancel or change any part of the tour itinerary; deviate from a vessel's or other transport's scheduled port or ports of call, route and timetable; call or omit to call or visit at any location, site, port or place or cancel or modify any activity on or off a vessel or any other transport; comply with all governmental laws and orders given by governmental authorities; render assistance to preserve life and property; or change the date or time of departure, sailing or arrival, change the port or location of embarkation or disembarkation of a vessel, aircraft, bus or any other means of transportation, shorten or lengthen a cruise or substitute a vessel or other transportation, sightseeing activity or lodging, or modify in any way any component of the tour. Company is not responsible for any losses or other outcomes you may incur as a result of such cancellations or deviations.

c) If you make changes to your reservation that affect your arrival time and/or place, pre- and post-trip extensions, passport name change, substitute a passenger, or change any additional hotel reservations prior to departure, or make any changes of any kind to the originally specified and agreed upon arrangements, an administrative charge of \$175 per person per change activity will apply. Company does not accept trip cancellations for any reason.

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d) All traveler requests are subject to availability and any other possible factor, are not guaranteed, and charges determined by the Operator may apply.

e) If Operator cancels any optional excursion which you have purchased, you will receive a refund of the amount you paid for the excursion.

f) Operator reserves the right to cancel or shorten a trip without notice, in which event your sole remedy shall be a prorated refund for any unused portion of the trip, calculated in accordance with the Company's typical business practices.

g) If a passenger name change or substitution is made, any additional costs as well as any other service charges per c) above will be billed to the passenger's account and must be paid on receipt. These costs may include, without reservation, new internal India airline reservations, for which no refund can be made for the cancelled reservation. In addition, the passenger will be responsible for the cost of a newly purchased air ticket at the price charged the operator on the date the ticket is purchased.

## **10. PASSPORTS AND VISAS**

A valid passport is required traveling on Burkat Global trips. US citizen needs a visa issued by India when traveling to India. All passports must contain at least five blank pages and must be valid for six months after the completion of your trip. Other passport regulations may apply. Non-U.S. citizens should contact the appropriate consular office for entry requirements pertaining to their trip, and in all cases, regardless of your citizenship or residency, as we are not responsible for providing you with this information or documentation. It is the passenger's sole responsibility to obtain and have available when necessary the appropriate valid travel documents including but not limited to a valid passport and visa. All passengers are advised to check with the appropriate government authority to determine the necessary documents. These may take an extended period of time to obtain. Operator does not have professional expertise regarding passports, visas, and the obtaining of same. You may be refused aircraft boarding without liability for refund, payment, compensation, or credit of any kind if you do not have proper documentation, and you will be subject to any fine or other costs incurred by Company which result from improper documentation or noncompliance with applicable regulations.

## **11. AIR ARRANGEMENTS**

Operator and its suppliers are not responsible if an airline or other means of transportation within India or elsewhere cancels or delays a flight or departure for any reason (including weather). If you are unable to make your departure, it is your responsibility to work with the airline on which you are ticketed to reach your destination. Operator and its affiliates are not responsible for any additional expenses and administrative activities you may incur prior to joining or during your trip.

Operator and its affiliates are not responsible for and will not provide any refund for portions of trips missed due to cancelled or delayed flights or means of transport including but not limited to motor coaches, vessels, auto-rickshaws, taxis, ride hailing services, or any other form of transport. Air routings are subject to availability. Routings are not guaranteed, and are subject to change at any time. If you need to change your return reservation after departure for the trip, for whatever cause or reason, you may be charged a higher airfare or a penalty by the airline. It is your responsibility to pay any such additional airfare and/or penalty directly to the airline. It is not the responsibility of the operator.

You will be responsible for making all domestic and international air travel arrangements to and from India. Operator will make India domestic air reservations if part of the tour or an extension.

Burkat Global rarely can provide documentation for frequent flyer programs on flights taken on tour within India. Passengers should not expect to obtain same. Occasionally such information on these short flights is available on specific request to the tour director before or during a flight. Requests for such information must be made before or during the flight in question, and there may be a charge for this service. The information cannot be provided after a flight lands in India. It can never be provided after the completion of the flight.

***Please note:** The Operator is not responsible for any liability for any activity or trip you take independently while on this program. This includes without limitation liability for any changes made by an airline that affect your air arrangements for a period of time when you are traveling independently of your group, whether we handled the air ticketing or not.*

## **12. MEDICAL ISSUES AND SPECIAL NEEDS**

a) We will consider making reasonable efforts to accommodate the special needs of tour participants. Such participants, however, should be aware that the Americans with Disabilities Act is inapplicable outside of the United States and facilities outside the United States for disabled individuals are often limited or non-existent.

b) This trip is not wheelchair or motorized scooter accessible, as wheelchair or motorized scooter assistance or accessibility in India cannot be guaranteed. We cannot accommodate women past their sixth month of pregnancy and cannot accommodate service animals.

c) If you are unable to travel without assistance, you must be accompanied by an able companion. It is strongly recommended that persons requiring assistance be accompanied by a companion who is capable of and is completely responsible for providing the assistance. Neither Operator nor its personnel, nor its suppliers, may physically lift or assist passengers into transportation vehicles or provide physical passenger assistance in any manner. If a traveler thinks he or she might need assistance during a trip, he or she should call us to determine what assistance if any might

reasonably be given. The Operator cannot provide special individual assistance to passengers with special needs for walking, dining or other routine activities or personal services. The tour operates at a pace that may not be met by all persons.

d) If you have a condition that requires any equipment, medication or treatment, you must bring and be responsible for all necessary items related to your condition. The operator will not be responsible for them in any manner whatsoever.

e) If you have a condition as contemplated herein, and in any case, you travel at your own risk. In all cases, operator is not liable for any injuries or damages you may suffer relating to such a condition or for any other reason, including without limitation loss of special equipment, lack of assistance with or accommodation of special needs, and unavailability of medical assistance or treatment.

f) There will not be any kosher food available on this tour, nor can the tour operator assist in obtaining kosher food which is not easily obtainable in India or other countries in which Burkat Global operates. Burkat Global tours ARE NOT KOSHER TOURS.

### **13. PHOTOGRAPHS AND VIDEO**

We reserve the right to take photographs and video of passengers during your trip. By traveling with us, you grant to us the absolute and irrevocable right and unrestricted permission to use and publish your image, or likeness, without compensation, for commercial, advertising, editorial, or any other purpose; and in any manner and medium, and in any universe, whether now known or hereafter devised; and to alter and composite the same without restriction and without your inspection or approval. You hereby release and discharge us from and against any and all claims, liabilities, costs, damages and expenses of any kind arising out of or relating to the use by us of your image or likeness.

Photographs and video of your trip may be submitted to us by you or by third parties such as (but not limited to) other travelers, tour guides, crew, or staff members. By submitting such photographs or video, the party making the submission is representing and warranting

(a) that the photo is their original work created solely by themselves and does not infringe the intellectual property rights of any party;

(b) that they have obtained any and all necessary releases from subjects depicted in said original work;

(c) that they grant to us without limitation a worldwide, royalty-free, perpetual, transferable, irrevocable, non-exclusive and fully sub-licensable right and license to use, in any and all media

whether now known or hereafter devised, in perpetuity, anywhere in the universe, in any universe, with the right to make any and all commercial or other uses thereof, including without limitation, reproducing, editing, modifying, adapting, publishing, displaying publicly, creating derivative works from, incorporating into other works or modifying the photo and

(d) that they hereby release and discharge us from and against any and all claims, liabilities, costs, damages and expenses of any kind arising out of or relating to the use by us of any photo submitted.

#### **14. TIME LIMITATION; ARBITRATION; CHOICE OF FORUM AND LAW; CLASS ACTION WAIVER**

a) Time Limits for Legal Action: Any claim or legal action whether based on contract, tort, statutory, constitutional or other legal rights, including without limitation bodily injury, illness to or death of a passenger, alleged violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way arising out of or connected with this Passenger Contract or your tour or cruise against Company must be commenced within one (1) year from the date of injury, illness or death or the date the incident giving rise to the claim occurred or else shall be irrevocably waived, notwithstanding any provision or law of any state or country or international convention to the contrary.

b) Agreement to Arbitrate: Forum: You agree that any claim or dispute whether based on contract, tort, statutory, constitutional or other legal rights, including without limitation bodily injury, illness to or death of a passenger, alleged violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way arising out of or connected with this Passenger Contract or your tour against Company, with the sole exception of claims brought and litigated in small claims court, shall be referred to and resolved exclusively by binding arbitration to be administered by the American Arbitration Association (“AAA”) using one mutually selected arbitrator according to the then existing rules of the AAA. The arbitration shall be held in Westchester County, New York at the discretion of the Operator to the exclusion of any other forum, and you consent to jurisdiction and waive any objections to arbitration proceeding in said venue. You agree that the costs of the arbitration shall be split between the parties. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract and the arbitration agreement, including but not limited to any claim that all or any part of this Passenger Contract is void or voidable. Any action to enforce the arbitrator’s decision shall be brought in the state or federal courts in Westchester County, New York. In the event the arbitration provision is deemed unenforceable by an arbitrator or court of competent jurisdiction for any reason, then and only then, the provisions of subsection(c) below governing forum shall exclusively apply to any lawsuit involving claims described in this subsection.

**NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.**

You and we further agree to permit the taking of a deposition under oath of the passenger asserting the claim, or for whose benefit the claim is asserted, in any such arbitration.

**c) FORUM FOR ALL OTHER CLAIMS: ANY AND ALL CLAIMS OR DISPUTES RELATING TO OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS PASSENGER CONTRACT OR YOUR TOUR AGAINST COMPANY AND NOT SUBJECT TO ARBITRATION UNDER SUBSECTION (b) ABOVE SHALL BE LITIGATED, IF AT ALL, IN AND BEFORE THE COURTS OF THE STATE OF NEW YORK, U.S.A., IN WESTCHESTER COUNTY, NEW YORK TO THE EXCLUSION OF THE COURTS OF ANY OTHER STATE AND COUNTRY. ANY AND ALL CLAIMS OR DISPUTES RELATING TO, ARISING OUT OF OR CONNECTED WITH YOUR TOUR AGAINST A SUPPLIER OR A NON-AFFILIATED THIRD PARTY VESSEL OWNER OR VESSEL OPERATOR SHALL BE BROUGHT, IF AT ALL, WHEREVER SUCH ENTITIES MAY BE PROPERLY SUBJECT TO JURISDICTION.**

**d) Choice of Law: Any claim or dispute relating to, arising out of or connected with your tour and provision of services other than on a vessel, whether subject to arbitration or otherwise, shall be governed by the laws of the State of New York without regard to conflict of law principles.**

**e) WAIVER OF CLASS ACTION: THIS PASSENGER CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION OR ARBITRATION ON YOUR OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY ARBITRATION OR LAWSUIT AGAINST US WHATSOEVER SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION. IF YOUR CLAIM IS SUBJECT TO ARBITRATION UNDER SUBSECTION (b) ABOVE, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. YOU AGREE THAT THIS CLASS ACTION WAIVER SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SUBSECTION (b) ABOVE, AND IF FOR ANY REASON THIS CLASS**

**ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.**

## **15. MODIFICATION; TRANSFERABILITY; SEPARABILITY**

No person, other than one of our authorized representatives by a document in writing is authorized to modify, add or waive any term set forth in this Passenger Contract.

This Passenger Contract and the corresponding reservation cannot be sold, assigned or transferred by you.

Any provision of this Passenger Contract that is invalid, illegal, or unenforceable will be ineffective only to the extent of such invalidity, illegality or unenforceability and, except as provided above with regard to the arbitration clause and class action waiver, shall be severed from this contract without affecting in any way the remaining provisions of this contract which shall remain in full force and effect.

## **16. CHANGES**

**Although unlikely, Burkat Global, at its sole discretion and without notice of any kind, reserves the right to alter the Terms and Conditions herein in any manner and at any time. Passengers are urged to review these Terms and Conditions regularly, and acknowledge their obligation to do so.**

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