



IMPORTANT TERMS & CONDITIONS

As a condition of passage on any Catalina Channel Express vessel, all passengers agree and accept to be bound by the following Terms and Conditions. These Terms and Conditions affect your legal rights to make claims and file lawsuits against Catalina Channel Express including the time limits for making claims and filing suit, the governing law and the venue for resolving disputes against the Company. Please read them carefully.

1. RIGHT TO REFUSE SERVICE, CANCEL OR RESCHEDULE CRUISE. Catalina Channel Express, Inc. ("CCE" or "Company") reserves the right to refuse service to anyone and to cancel or change service, including vessel departure and arrival times and the vessel used without prior notice or compensation.
2. TIME LIMITS FOR PERSONAL INJURY AND DEATH CLAIMS. If you believe you have a claim against the Company for personal injury or death, you must give written notice of your claim to Catalina Channel Express, Inc. within 6 months, and you must file suit within one (1) year of the date of the injury or the event that caused the death or your claim will be time barred. See 46 United States Code Sec.30508(b).
3. APPLICABLE LAW AND VENUE FOR PERSONAL INJURY AND DEATH CLAIMS. All claims for personal injury or death shall be governed by federal maritime law and the statutory laws of the United States. All claims for personal injury or death must be filed in the United States District Court for the Central District of California.
4. NOTICE OF CLAIMS FOR LOSS OR DAMAGE TO BAGGAGE OR OTHER PERSONAL PROPERTY. If you believe you have a claim against the Company for loss or damage to baggage or other personal property, you must file a written report with Catalina Express prior to leaving the dock or terminal area. Catalina Express will not be responsible for any loss or damage not immediately reported. Catalina Express's liability for baggage/personal property claims is limited to \$250 per adult ticket and \$125 per child ticket regardless of the number of bags or other personal property damaged or lost.

Catalina Express reserves the right to dispose of any unclaimed items 30 days from date of receipt. Catalina Express will not assume any liability whatsoever for damage, breakage and/or loss of articles which are not personal baggage (e.g. commercial cargo), nor for any damage or breakage caused by such articles to other baggage or property of the ticket holder. Catalina Express will not be held responsible for loss of any personal property such as electronics, computers, tablets or phones, jewelry, cash, fishing rods, fragile items, paddles, etc. Any such personal property travels at passengers' own risk.

5. CLAIMS OTHER THAN FOR PERSONAL INJURY OR DEATH. Any disputes and claims for damages against Catalina Channel Express (other than claims for personal injury and death) must be filed within one (1) year and must be filed in binding arbitration with JAMS (Judicial Arbitration and Mediation Services) pursuant to JAMS Comprehensive Arbitration Rules or JAMS Streamlined Arbitration Rules depending upon the amount of your claim. See: <https://www.jamsadr.com/rules-comprehensive-arbitration/> and <https://www.jamsadr.com/rules-streamlined-arbitration/>. All passengers expressly waive their rights to file suit in a court of law, waive their right to a trial by jury and waive any rights to bring or participate in a class action against Catalina Channel Express, either as a class representative or class member, including any right to class arbitration or the consolidation of individual arbitrations. This provision shall not preclude the parties from seeking provisional remedies in aid of arbitration from a California court having jurisdiction. The general maritime laws of the United States shall apply, or, if applicable, the laws of the State of California. Nothing herein shall be read to deprive Company or its vessel owning affiliates of their rights to claim limitation of liability or any other defenses available under the statutes or general maritime law of the United States.

If any portion of these Terms & Conditions is deemed unenforceable, the remainder shall remain in full force and effect.