

SEA WOLF ADVENTURES TERMS AND AGREEMENTS

Sea Wolf Adventures Inc, hereafter known as "SWA":

- SWA Is responsible for loss or damage (other than normal wear and tear) to baggage only when under the direct control of our employees. Our liability will not exceed \$200 per guest. At other times, including on air flights, transfers, or in hotels, baggage loss or damage is subject to those operators' policies.
- Inclement weather and other conditions beyond the control of the SWA may prevent or delay travel. If, as a result, the traveler must book additional hotel accommodations or transportation, all added costs are the responsibility of the traveler, not that of SWA. We will attempt to reschedule any of these arrangements subject to availability.
- If SWA cancels or omits a portion of the cruise-tour for reasons under its control, the traveler will receive a pro-rated refund for the portion of the cruise-tour canceled or omitted.
- SWA is not responsible for consequential damages due to schedule changes, whether or not the company's control.

CHANGES BY SWA

- SWA reserves the right to make changes in the published itineraries as necessary for the safety of the passengers and crew, to meet schedules and for other reasons.
- SWA reserves the right to change, modify, or cancel a scheduled departure (with notification). Due to the nature of our explorations, itineraries are guidelines and will change in order to maximize wildlife and natural encounters. Variations in itinerary and the order of days may occur. Itineraries presented can change due to weather or other conditions beyond the control of SWA.
- SWA reserves the right to make changes to itineraries, dates, pricing, and policies.

POLICY ON CHILDREN

- Children 8 years & older are welcomed aboard. Exceptions for children 7 years & under may be allowed with special pre-approval and on a private charter. It is the responsibility of parents and guardians to supervise their children at all times.

GRATUITIES/TIPS

- Gratuities to recognize crew members' excellent service are a personal matter and are entirely at the discretion of the traveler. We recommend industry standard of 10-12% of your fare per guest.

SMOKING

- No smoking or vaping of tobacco or other products is allowed on our adventures.

HEALTH AND DISABILITY REQUIREMENTS

- Guests must notify us in writing or by phone at the time of booking of any physical or mental illness, disability or other conditions for which special accommodations or the use of a wheelchair is necessary or contemplated.
- Also, we must be notified of any medical treatment that may render the guest unfit for travel or constitute a risk or danger to the guest or anyone else on board.
- Guests needing any form of assistance and those who are physically disabled must be accompanied by someone who will take full responsibility for any needed assistance during the cruise and in the event of an emergency. Exceptions may be possible with discretion from the office.
- We reserve the right to refuse passage to anyone who, in our sole opinion, may affect the health, safety or enjoyment of other guests.
- Guests requiring a wheelchair must provide their own collapsible wheelchair. Please be aware that we try to make all of our skiff and kayak activities accessible for all passengers, but some weather patterns or unseen events may preclude us from accommodating a disabled person for an activity(s) ; this decision will be made by the captain and is binding. Additionally, there may be certain physical conditions, including raised doorway thresholds from 2 to 16 inches, stairways and narrow passageways within the boat that may limit or preclude the accessibility of wheelchair guests to some areas.
- Due to the limitations of vessel facilities, bookings cannot be accepted for women who will be 30 weeks or more pregnant at the conclusion of travel. Women in their third trimester (greater than 24 weeks, but less than 30 weeks) must submit a letter from their physician granting permission to travel by boat (and for air travel, if applicable).

NON-DISCRIMINATION NOTIFICATION Under Title VI, Title IX

It is the policy of SWA not to discriminate on the basis of race, color, religion, gender, sexual orientation, age, disability, ancestry, national origin or veteran status in its educational programs, activities or employment as required by law.

TRAVEL PROTECTION

We recommend that you consider purchasing a travel protection plan to help protect you and your trip investment against the unexpected. We recommend that you purchase a plan that provides coverage for Trip Cancellation, Trip Interruption, Trip Delay, Baggage Loss or Delay, Emergency Medical Expense and more. If you buy the "Covers Everything" insurance policy, it will cover pandemics.

PHOTOGRAPHIC IMAGES

SWA takes photographs of various activities throughout each cruise that sometimes include guests. Some images will be used for promotional purposes. Guests who prefer that their image not be used can notify the naturalist on board. Guests who give images to our on board team are thereby giving the SWA permission to use such images for promotional purposes.

SEA WOLF ADVENTURES OPERATES IN

Glacier Bay National Park and Preserve as an authorized Concessioner of the National Park Service, Department of the Interior. We are an equal opportunity provider and employer, operating on the Tongass National Forest under special use permit from the USDA Forest Service.

DEPOSIT AND FINAL PAYMENT

Individual Booking:

A non-refundable deposit of \$1000.00 per person must be received within 7 business days of making your reservation. Reservations are not confirmed until a deposit is received. The initial deposit is refundable up to 72 hours after payment is received. First payment of 50% of balance is due by January 15 year of adventure departure. Final payment of remaining balance due 90 days prior to your adventure departure or in full at the time reservations are confirmed if less than 90 days prior. If final payment is not received in time, your space may be released; re booking will then be subject to final availability. Deposits and final payments may be made by check, wire transfer or money order.

Private Charter Booking:

A deposit equal to one-third of the total charter cost must be received within 7 business days of making your reservation. Reservations are not confirmed until a deposit is received. The initial deposit is refundable up to 72 hours after payment is received. At 270 days (9 months) before departure, a second payment equal to one-third of the total charter cost is due. Final charter payment is due 120 days (4 months) prior to departure.

CANCELLATION POLICIES

Individual Cancellation Policy: Initial deposit is fully refundable up to 72 hours after payment is received. Guests who cancel their cruise for any reason, including medical or family reasons, are subject to the following cancellation penalties.

New Bookings (Individuals) Cancellations:

Days Prior to Departure Per Person Cancellation Fee

180 days or more	Forfeiture of \$1000.00 per person initial deposit
179 to 120 days	Forfeiture of all payments made
120 to 0 days	100% of gross fare

Moved/Changed dates bookings (individuals):

With 120 days advance notice, there is no charge for transferring from one trip to another and is subject to availability. We will allow one transfer only and cancellation of your rebooked cruise will result in the loss of any deposits/ payments made to date.

New Charter Bookings Cancellation:

<u>Days Prior to Departure</u>	<u>Charter Cancellation Fee</u>
Over 365 days	50% of initial deposit
365 to 271 days	Forfeiture of full deposit
270 to 121 days	66.67% of gross charter fare
120 to 0 days	100% of gross charter fare

Moved/Changed dates charter booking:

With 180 days advance notice, there is no charge for transferring from one trip to another and is subject to availability. We will allow one transfer only and cancellation of your re booked cruise will result in the loss of any deposits/ payments made to date.

Included in your fare: City taxes. Entry fees to national parks/preserves. From-the-vessel adventure activities and equipment. All meals aboard the vessel. Wine and beer pre-dinner and at dinner non-alcoholic beverages. On board naturalists and expert kayak guides. *On Glacier Bay Adventures only* pre trip night (including dinner and breakfast) at the Annie Mae Lodge. Transfers between Gustavus area airport/inn or Sea Wolf/airport on embark/disembark day. **Not included in your fare:** Airfare to and from your home city. Discretionary gratuities to vessel's crew. Optional Travel protection. Optional Gustavus or Juneau activities. Travel Documents. All travel details and information are e-documents and sent by email no later than 45 days prior to your departure. We ask that you submit all required Guest Information Forms no later than 30 days prior to your departure.

Terms of Passage

The below terms apply to our cruises in Alaska and the Pacific Northwest. Guests are advised to read these terms, which among other things, contain limitations of liability and time limits for claims & suits against SWA. These terms and conditions affect your legal rights and are binding upon you. In consideration of the sum of money stated on the passenger invoice, SWA agrees to accept the persons named on the reservation as guests aboard the Sea Wolf subject to the terms and conditions stated in this Terms of Passage ("the Contract").

The purchaser covenants and warrants that he or she is duly authorized by or on behalf of all the guests named on the reservation to agree to all the terms of this Contract, and by accepting or using this reservation he and they agree that the terms of this Contract shall be binding on them with the same force and effect as if each of them personally signed the Contract.

1. Definitions - When used herein:

(a) The term "SWA" means Sea Wolf Adventures the Sea Wolf named on the reservation, her owners, charterers, officers, crew members, and operators as well as any substituted or connecting vessel and all launches belonging to any of the vessels or owned or operated by any of the foregoing.

(b) The term "Guest" means the person or persons named on the reservation, and/or any person traveling on the SWA whether named or not and regardless of whether a fare is quoted or paid for the passage aboard the Vessel, including his/her heirs, successors in interest and personal representatives.

(c) The term "fare" means the cost of passage, excluding taxes, port fees, and surcharges.

(d) The term "surcharge" means a fee charged to a Guest as a result of an unanticipated cost that arises in connection with the voyage (for example, the cost of procedures that SWA is required to put in place due to directives or guidelines of the State or States in which the Vessel is operating during the voyage pertaining to COVID 19 or other infectious diseases).

2. Fare, Accommodations & Embarkation

(a) The fare, together with any taxes, port fees and surcharges, is to be paid in full ninety (90) days before the Departure of the Vessel, and, upon the sailing of the Vessel, shall be considered fully earned and shall not be returned in any event, except as hereinafter provided.

(b) If the Guest desires to cancel this Contract for any other reason, he or she may do so by giving written notice via letter or email at the offices of Sea Wolf Adventures, Inc, PO Box 312, Gustavus, AK 99826. If sent by email, the following address shall be used: seawolfoffice@gmail.com. Any refund due to Guest shall be subject to a cancellation penalty as written out in "Cancellation Policies" section under Terms and Agreements, based upon the date on which SWA receives Guest's written notice of cancellation.

(c) The Ticket is personal and cannot be assigned, hypothecated, or transferred to other persons than those named as Guests herein.

(d) Guest is not entitled to the occupancy of a cabin unless all berths therein are bought and paid for by him or a single occupancy rate is paid. Single occupancy rates are not always available.

(e) At least 60 days prior to Departure, SWA shall provide Guest with the COVID 19 protocol and policies that Guest will be required to follow in order to board the Vessel and participate in the voyage (COVID 19 Protocol). By entering into this Contract and use of this Ticket, Guest agrees to follow SWA's COVID 19 Protocol. Guest specifically acknowledges that a COVID 19 surcharge may be added to the fare to cover the cost of procedures put in place by SWA pursuant to directives and guidelines of the State or States in which the Vessel is operating during the voyage, which surcharge shall be paid in full ninety (90) days prior to Departure or less if voyage is 60 days prior to departure.

(f) SWA may cancel this Contract and decline to carry or disembark at any port called by the vessel any Guest who may be suffering from or who tests positive for COVID 19 or any other contagious or infectious disease, or who fails or refuses to follow SWA's COVID 19 Protocol. SWA shall not be liable for declining to carry or for disembarking said Guest, whose sole remedy shall be a future travel credit equal to 50% of the fare paid, minus the COVID 19 surcharge.

(g) SWA may cancel the Contract and decline to carry or disembark at any time any Guest, who engages in vulgar or improper conduct, refuses to obey this Contract or regulations, or endangers self, other guests or crew, or whose presence may, SWA's sole opinion, be detrimental to the comfort, enjoyment, or safety of other guests, the Vessel, or her crew. Under no circumstances shall Guest bring aboard or possess on the Vessel any firearms, illegal drugs (including medical or recreational marijuana prohibited under U.S. federal law), or other illegal substances. Violation of this provision shall result in refusal to carry or disembarkation of Guest without refund of the fare paid by said Guest. SWA shall not be liable for declining to carry or disembarking a Guest who has violated this provision. Guest is responsible, at his sole cost, for compliance with health regulations and other such formalities.

(h) This reservation is valid only for the sailing named.

3. Rights of SWA

(a) The vessel shall have liberty to proceed without pilots, to tow or be towed, assist vessels, including those of SWA, in all situations, to put back or in to, call or stop at any port or place, on land or at sea, in or out of the route of the usual or advertised voyage, and to do so for any reasons which are sufficient in the judgment of SWA or the Captain (including that of offering or rendering assistance in an effort to preserve life or property, or attend to the health and safety of the passengers) and to deviate from the direct or customary or advertised course for any of the above reasons.

(b) Subject to SWA's right to cancel or postpone the voyage as provided in Section 6 below, in the event the Vessel is delayed or prevented from sailing or proceeding in the ordinary course or from commencing, continuing or completing her voyage for any cause whatsoever, SWA's liability to Guest shall be strictly limited to providing one of the two options set forth below, all at the SWA's option, and in no event will SWA be responsible for damages, consequential or otherwise, in respect to cancelled, interrupted, or extended cruises. The second option shall be to maintain the Guest on board with regular services as if the vessel were normally at sea, or transfer the Guest ashore to a hotel or other suitable accommodations including meals and provide air transportation to the usual port of debarkation or the Guest's origination point, the location to be at SWA's option. If the Guest is returned to the usual port of debarkation or origination point prior to the normally scheduled time, SWA will reimburse the pro rata portion of the fare to the Guest for the time between the actual arrival at the debarkation port or origination point and the normally scheduled arrival.

(c) The responsibility of SWA under this Contract is limited to the period while the Guest or his baggage or property are on board the vessel or its tenders or on the premises of SWA. Booking on connecting routes is for the convenience of the Guest only, and no responsibility of any kind is assumed thereby by SWA, except to furnish the Guest with the connecting SWA's ticket or in default thereof by SWA, to refund so much of the cost thereof as shall have been prepaid to SWA.

(d) SWA reserves the option of omitting, altering and/or curtailing any shore excursions for any reason whatsoever without advance notice to Guest.

(e) In case of quarantine of the Vessel or its passengers, involving detention of the Guest, Guest must himself bear all risks and expenses thereby caused to him and will be charged for food and accommodations during the period of detention, payable day by day, if maintained on board the vessel, and for all other quarantine fees and expenses assessed or incurred on his account.

(f) SWA does not undertake to provide a physician or other health-care on board the Vessel or otherwise. If in the opinion of SWA, Guest is in need of medical assistance and is unable to request it, Guest consents to and accepts treatment by physician or medical personnel designated by SWA. Any such medical treatment, and other treatment found through SWA, shall be at Guest's sole risk and expense, without liability or responsibility to or of SWA for the same. Notwithstanding any other provision in this Contract, SWA has no obligation to arrange for or provide medical advice or treatment for Guest, and SWA shall have no liability to Guest for damages of any kind in the event Guest is exposed to or becomes ill due to an infectious disease on board the Vessel or during the voyage, provided that SWA exercises reasonable care to follow the directives and guidelines provided by the State or States in which the Vessel is operating during the voyage in an effort to protect against the spread of infectious diseases.

4. Acknowledgment of inherent risks

There are certain unavoidable risks to Guest and Guest's property associated with being aboard a vessel and on expedition travel. These include, but are not limited to, rough and unpredictable weather and seas; collisions of ships or other vehicles; illnesses caused by consumption of food and beverages; exposure to infectious diseases; slip and fall due to the motion of the sea or other causes; lack of access to medical services; civil unrest or terrorism; evacuation or quarantine of the vessel in an emergency; unpredictable behavior of animals in the wild; and breakdown of equipment. Guest understands and acknowledges that medical facilities are not available aboard the Vessel nor, in many cases, in the Vessel's ports of call (if applicable), to deal with medical emergencies that may arise, and further understands that the pricing of this cruise is based upon the assumption of these risks by Guest. Guest represents that he or she has no medical, physical, psychological, or other conditions that preclude Guest from assuming such risk. Guest releases SWA and Vessel from any and all liability for loss or damage of any kind arising from personal injuries, illness or death, or loss of or damage to property, occurring during or as a result of the voyage, including on board ship, on land, on launches or other craft or in transit, or while boarding or disembarking the Vessel, except to the extent such loss or damage is a result of the negligence or fault of SWA. Guest further agrees that if offered, he or she will participate in activities such as hiking, caving, snorkeling, scuba diving or kayaking only to the extent of Guest's physical ability and qualification by experience. Guest agrees to assume all the risks of such activities, whether known or unknown, as well as all risks arising out of Guest's personal medical condition prior to the voyage, whether or not disclosed to SWA.

5. Photo/Video Release and Assignment

During the course of the cruise, SWA may produce photographic and video and/or audio-video recordings which may be made available to passengers and also may be used by SWA in advertising and promoting its products. Guest consents to the making of photographic and video and audio-video recordings ("images") including Guest's appearance, words and voice, while Guest is engaged in the cruise, and grants to SWA the irrevocable, perpetual, royalty-free right to use, re-use, publish and re-publish, and disseminate such images and any copies or derivative works from such images in any manner for promotional and other commercial purposes, in any medium and without restriction as to changes or alterations, or reproductions thereof in color or otherwise. Guest releases and assigns to SWA any right or interest Guest may have in images including Guest's appearance and/or voice taken by employees, agents or contractors of SWA, and waives any rights of any kind in or over such images including rights of (A) compensation, (B) publicity, privacy or copyright, or (C) review, inspection or approval.

6. Limitations of SWA's Liability

(a) SWA and Vessel are not responsible or liable to Guest in any way, and shall not be subject to suit, for injury, death, illness, breach of contract, cancellation or delay of the voyage, or loss, damage or delay of Guest's property, or any other damage or loss caused by or arising from events and/or conditions outside of SWA's reasonable control and not shown to be caused by SWA's willful fault or failure to make all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions. Events and conditions outside of SWA's reasonable control include, but are not limited to, acts of God, lockouts, fire, epidemic or pandemic, defect or unseaworthiness in machinery, hull or equipment, errors in navigation of this or any other vessel, acts of State, restraint or requisition, theft, perils of the sea, seizure of vessel under legal process, collision or stranding, barratry, act of public enemy, piracy, inherent defect, quality or vice of the Guest's property, labor unrest, strikes, riots, explosions, inability to secure or failure of supplies, or civil disturbances of any nature. No warranty or undertaking is given or implied respecting the fitness or condition of the Vessel, its appurtenances, appliances, and fixtures, other goods or items on board the Vessel, or with respect to the accommodations, service or food. ALL WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WARRANTIES OF FITNESS AND MERCHANTABILITY.

(b) Guest acknowledges this Contract is being executed during an epidemic/pandemic of COVID 19, the effects of which may impact or hinder SWA's ability to perform the cruise pursuant to the terms of the Contract. Guest further acknowledges that the COVID 19 pandemic is a condition outside of SWA's reasonable control. In the event that SWA determines that as a result of COVID 19 the cruise needs to be rescheduled or cancelled, SWA will endeavor to notify Guest as soon as reasonably possible.

(c) Nothing herein shall be construed as depriving SWA of the benefit of any statute providing for limitation of or exoneration from liability. In no event shall SWA be liable to Guest for infliction of emotional distress, mental suffering or psychological injury, whether or not involving SWA's negligence or willful fault, unless (1) intentionally inflicted by a crew member or the owner, master, manager, agent, or operator, (2) the result of physical injury to Guest caused by the negligence or fault of a crew member or the owner, master, manager, agent, or operator, or (3) the result of Guest having been at actual risk of physical injury, and the risk was caused by the negligence or fault of a crew member or the owner, master, manager, agent, or operator. Under no circumstances shall SWA be liable to Guest for consequential, incidental, indirect, or punitive damages.

(d) On all cruises, all the exemptions from and limitations of liability provided in or authorized by the laws of the United States shall apply, including Title 46 of the United States Code, sections 30501 through 30509 and 30511.

(e) Rule if Limitations on SWA's Liability Set Out Above are Held not to Apply. If any claim is brought against SWA in any place where the applicable limitations and exemptions incorporated in this contract, or by the law of the United States are legally unenforceable, then SWA shall not be liable for death, injury, illness, damage, delay or other loss or detriment to person or property arising out of any cause of whatsoever nature not shown to have been caused by SWA's negligence or fault.

(f) Guest assumes the risk of injury, death, illness or other loss in connection with the use of athletic or recreational facilities, equipment or supplies on board the vessel, and SWA shall not be responsible or liable for any such loss or damage.

7. No Liability for Independent Contractors

The Guest may be afforded the opportunity to contract with third parties acting as independent parties for the provision of shipboard personal services and of shore excursions. These third parties are expressly acknowledged independent contractors for whose acts or omissions SWA neither assumes liability nor shall be held liable. For example, tour operators, hotels, restaurants dayboat operators and taxis are not under the control of SWA, and SWA shall have no responsibility or obligation other than as agent for Guest in engaging or contracting for the provision of such services, subject to the terms of those who actually undertake performance of the service, and whether or not the cost thereof is included in the fare for the cruise. Should SWA arrange emergency medical care or transportation on a Guest's behalf, such is arranged solely for the convenience of Guest, and any such person or entity shall not be considered in any respect as the employee or agent of SWA, but as an independent contractor, and SWA shall not be liable for any act or omission of such persons or entities. The cost or charge for any service provided by any such independent contractor for or on behalf of Guest shall be the sole responsibility of the Guest.

8. Regulations & Limitations of SWA's Liability with Respect to Baggage & Personal Property

(a) The term "baggage" as used herein means only trunks, suitcases, handbags, valises, satchels or bundles, backpacks and the like, containing wearing apparel and personal effects, that Guest has checked with SWA.

(b) (c) Marking of Baggage. Guest shall mark each piece of baggage with full name and address, together with the name of the Vessel, the cabin number, and the destination, and SWA shall not be liable for loss, damage, or delay resulting from Guest's failure to mark baggage plainly as directed.

(d) Hazardous Items. Guest is especially warned not to place in their baggage or otherwise bring on board the Vessel firearms, pepper spray, bear spray, flammable matter of any kind, such as fireworks, flare guns, matches, gunpowder, cartridges, etc., or any hazardous matters or items, or any illegal items. Such articles may be confiscated or destroyed by SWA at any time without liability. Should loss, damage or delay to the Vessel, or to any of the guests, the crew or other persons on board, be caused by dangerous articles brought on board by Guest, such Guest shall be liable for the full amount of all resulting damages.

(e) Forbidden Items. Guest may not bring on board articles, the importation or exportation of which may be forbidden, or which do not conform to the customs or police regulations and laws of the USA. A Guest violating this rule will be held liable for all fines, loss, damage or delay resulting therefrom.

(f) Prohibition of Illegal Substances under Federal Law. Guests are reminded that the Vessel is subject to federal jurisdiction and regulated by the U.S. Coast Guard. As such, any controlled substance for which possession is illegal under federal law without a valid prescription, or for which Guest does not have a valid prescription ("Illegal Substances"), are expressly prohibited aboard the Vessel and subject to seizure. This prohibition extends to marijuana, marijuana extracts and marijuana-infused products whether or not allowed or licensed for medical or recreational use under state law and whether or not the use of such products has been recommended, referred to or prescribed to such Guest. Guest shall be liable for all costs incurred by SWA, including fines, damages or delay costs, resulting from Guest's possession of Illegal Substances on board the Vessel.

(g) Limitations of SWA's Liability. SWA assumes no liability or responsibility for any loss or damage to baggage, except to the extent otherwise required by law. SWA's liability, if any (and whether or not excess baggage is carried and paid for), in respect of baggage, shall not exceed two hundred dollars (\$200.00 U.S.) per suitcase or other item and not more than five hundred dollars (\$500.00 U.S.) per Guest in the event of loss, damage or delay to any of Guest's baggage or other property taken on the voyage.

(h) Insurance by Guest. Ordinary baggage, excess weight baggage, higher value baggage, and valuables, may be insured by the Guest directly through his insurance broker, travel agent, or otherwise.

(i) Unchecked Baggage. SWA does not assume any responsibility for unchecked baggage, nor for any articles which the Guest retains under his personal control, in his cabin or elsewhere.

(j) General Average Baggage/hand baggage/other property of the Guest shall not contribute in general average (a basis for sharing the cost in the case of certain losses).

9. Time Limitations; Notice of Claims and Time to Sue

SWA shall not be liable for any claim for personal injury or death unless such claim is made in writing and lodged with SWA in care of Sea Wolf Adventures, Inc PO Box 312 Gustavus, Alaska 99826. within six (6) months after the date of injury or death, and the failure to make and lodge such claim as provided above shall bar all suits, actions and claims no matter by whom instituted or made. Lawsuits and actions to recover for personal injury or death shall be barred unless commenced within one year of the date of injury or death, and unless valid service on SWA is made within one hundred and twenty (120) days after commencement of suit. For all other claims, including, without limitation, claims for loss or damage to baggage or personal property, breach of contract, or any other claim, SWA shall not be liable unless such claim is made in writing and lodged with SWA as provided herein, within thirty (30) days after the conclusion of the cruise, a lawsuit for such claim is commenced within six months after conclusion of the cruise, and valid service on SWA is made within thirty days after commencement of suit. The requirements of this clause can be waived only by express written agreement of a director of SWA having authority to do so. The foregoing limitations shall be applicable both to suits brought in person against SWA or in rem against the Vessel, and shall include, but not be limited to, claims based upon contract, tort, statutory, constitutional, or other rights relating to or in any way arising out of or connected with this Contract or the cruise, regardless of how the claim is described or pled. Claims shall be deemed to have arisen by no later than the end of the cruise in question. In the case of claims by a mentally incompetent person or a minor, or for wrongful death, the time periods described above shall begin to run on the earlier of (1) the date a legal representative is appointed for such incompetent, minor or decedent's estate, or three (3) years after the injury or death.

10. Forum Selection and Choice of Law

(a) All disputes and causes of action arising out of or related in any way to this Contract or the carriage by SWA of the Guest (and his baggage) on the Vessel shall be filed in the United States District Court for the State of Alaska. Guest consents to the exclusive jurisdiction of the aforementioned courts and waives any defense of improper venue or lack of personal jurisdiction. This paragraph shall in no way restrict SWA's right to remove to Federal court any action filed by Guest in State court.

(b) This contract shall be governed by the federal maritime law of the United States and, to the extent the foregoing is silent or not applicable, by the laws of the State of Washington. The foregoing shall not bar SWA from availing itself of treaties and other applicable laws limiting its liability.

11. General Provisions
(a) All limitations, exceptions and conditions herein contained as to the liability of SWA shall also apply to the liability, if any, of its agents, vessels, tenders, directors, employees or other representatives or charterers of the Vessel, and also to the liability, if any, of owners, agents, employees and other representatives of any substituted vessel.

(b) In the event of any illegality or invalidity of any paragraph, clause or provision, such paragraph, clause or provision shall be deemed reformed to the extent necessary to render it enforceable, so long as consistent with the basic purpose of the paragraph, clause or provision. If not so reformable, such paragraph, clause or provision shall be struck from this Contract without affecting or invalidating any other paragraph, clause, or provision hereof.

(c) Any expense howsoever arising, not covered by the fare, which is reasonably incurred by SWA on board or at any port for or on behalf of the Guest for (but not limited to) medical, hospital, surgical, dental or similar treatment, hotel, transportation, repatriation or funeral expenses shall be reimbursed to SWA by the Guest or by his or her estate on demand.

(d) The terms and conditions of this Contract represent the entire agreement between Guest and SWA. This Contract may be amended only by a writing signed by Guest and SWA, and no representations or conditions contained in SWA's advertisements, brochures or other materials, or made by any of SWA's agents or employees shall in any way modify this agreement between Guest and SWA.

I hereby certify that I have read and fully understand the "Terms and Agreements" and "Terms of Passage" as outlined in pages 1-4 of this document. The parties hereby agree to the "Terms and Agreements" and "Terms of Passage" set forth in this Agreement. This agreement is demonstrated by their signatures below:

Passenger #1

Name: _____ Signature: _____ Date: _____

Passenger #2 (if applicable)

Name: _____ Signature: _____ Date: _____

SEA WOLF ADVENTURES, INC.

ACKNOWLEDGMENT OF RISK

WARNING: There are significant elements of risk in any adventure, sport or activity associated with the outdoors or wilderness (referred herein as "activity") and the use of related equipment.

In consideration of the services of , Sea Wolf Adventures, Inc. their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as the outfitter/guide), I agree as follows:

Although the outfitter/guide has taken reasonable steps to provide me with appropriate equipment and/or skilled guides so I can enjoy an activity for which I may not be skilled, the outfitter/guide has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. The outfitter/guide does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks:

1) Falling; 2) Cold weather and heat related injuries and illnesses including hypothermia, frostbite, heat exhaustion, heat stroke, sun burn, and dehydration; 3) An "act of nature" which may include avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions; 4) River crossings, fordings, portaging, loading on to or unloading from a variety of vehicles, craft, vessels, and/or travel to or from the activity. 5) Risk associated with crossing, climbing or down climbing of rock, snow and/or ice - including risk of head injury. 6) Equipment failure and/or operator error; 7) Risks typically associated with water craft including water flow, current, tidal action, or the wake of other craft; submerged, semi-submerged and overhanging objects; on board fires, falling overboard, collision with other water craft, capsizing, swamping, running aground or sinking of water craft and resultant injury, hypothermia, or drowning - drowning risks may be reduced by wearing a fastened U.S.C.G. approved personal flotation device; 8) Attack by or encounter with bears, insects, or other animals; 9) Accidents or illnesses occurring in remote places where there are no available medical facilities; 10) Fatigue, chill and/or dizziness, which may diminish my reaction time and increase the risk of accident; 11) Discharge of weapons; 12) Food poisoning, allergic reactions, paralytic shellfish poisonings.

I am aware that the activity entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury, illness, or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary. No one is forcing me to participate, and I elect to participate in spite of the inherent risks.

Furthermore, Sea Wolf Adventures crew and guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and the equipment being used might malfunction.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities, and that I have responsibilities as a participant. I acknowledge that the staff of the outfitter/guide has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, loss of personal property, and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my/our negligence in participating in this activity.

I understand that photos taken by the crew and guests can be used by Sea Wolf Adventures , Inc. for promotion and advertising.

I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative, and estate, and for all members of my family including any minor children.

Date : _____ Printed name of Participant #1: _____

Participant #1 Signature or Parent/Guardian if under18: _____

Date : _____ Printed name of Participant #2: _____

Participant #2 Signature or Parent/Guardian if under18: _____

SEA WOLF ADVENTURES, INC. Trip Date: _____
PO BOX 312 Gustavus, AK 99826