J. Sterling Morton High School District 201

Board of Education Green Sheet

Board Meeting Date: 11/11/2026

Agenda Location: (check one)

☐Staff Travel	☐Student Travel	☒Contracts
☐Bids or Quotes	☐Bid Results	☐Donations/Grants
☐Disposal of District Property		☐Other: Click to enter text

Submitted by: Mark Sujak

A. EDUCATIONAL IMPACT STATEMENT

Morton East High School requests Board approval to contract City Cruises for the annual Senior Breakfast Cruise, scheduled for Tuesday, May 18, 2027. This end-of-year event celebrates the accomplishments of the graduating class and provides students with a meaningful opportunity to reflect on their high school experience. In a safe, supervised setting, seniors can strengthen peer connections and build lasting memories. Partnering with City Cruises helps ensure the event is well-organized, enjoyable, and aligned with our commitment to providing positive student experiences.

B. SCHOOL IMPROVEMENT GOAL STATEMENT

Hosting the Senior Breakfast Cruise supports Morton East High School's goal of promoting a positive school climate and celebrating student milestones in a meaningful way. This event provides seniors with a structured opportunity to reflect on their high school experience, build positive memories with peers and staff, and strengthen their connection to the school community. The goal is to foster a sense of pride, belonging, and closure as students transition into post-secondary life, supporting their social-emotional development and reinforcing the value of school engagement.

C. STATUTE, BOARD POLICY OR RULE STATEMENT

4:90 , 8:30

D. FISCAL IMPACT STATEMENT

COST: The district will incur no cost.
SOURCE: Student funded (ticket sales)

E. SUPERINTENDENT'S GOALS (check all that apply)

☒ACCOUNTABILITY
☐ENHANCED LEARNING OPPORTUNITIES
☒ENSURE PARENTS AND THE COMMUNITY ARE ACTIVE PARTNERS IN THE PROCESS
☐PROVIDE SAFE AND WELL-MAINTENAINED SCHOOLS TO ENHANCE LEARNING
☐RUN AN EFFICIENT BUSINESS OPERATION

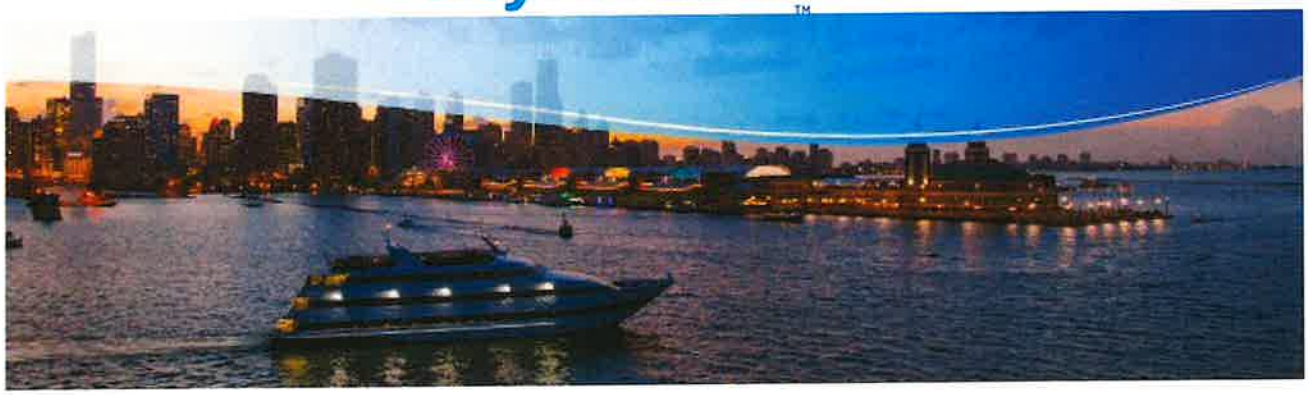
F. IMPLEMENTATION AND ASSESSMENT PLAN

List details of the trip/event including implementation and assessment plan, if chaperones, etc.)
The annual Senior Breakfast Cruise will take place on Tuesday, May 18, 2027 from 11am – 1pm.
The cruise will be supervised by school staff and chaperones. Student attendance and feedback will be collected to evaluate the event's overall success.

ADMINISTRATION'S RECOMMENDATION

I recommend this vendor for approval.

citycruises™



J.S MORTON EAST HIGH SCHOOL

Tuesday, May 18, 2027
Boarding: 10:30 AM
Cruising: 11:00 AM-01:00 PM
Vessel: Spirit of Chicago

Departing: Navy Pier
600 E Grand Ave, Chicago, IL 60611, USA
Disembarking: Navy Pier
600 E Grand Ave, Chicago, IL 60611, USA

Mark Sujak
International US
+17087804000
msujak@jsmorton.org

Brandon Redner
455 N Cityfront Plaze Dr Suite 2600 Chicago IL 60611 US
(312) 561-9361
brandon.redner@hornblower.com

Order Number: 78939908
Guest Count: 400

Cruise Experience

Charter Price List

Our Chicago Signature Dinner Cruise is an unforgettable way to experience the city from the water. Spend your evening on Lake Michigan with dining, picturesque views, dancing, DJ entertainment, and an assortment of games. While onboard, you'll enjoy our chef-prepared buffet, a fully stocked juice and soda bar, and incredible views of Chicago's skyline and attractions from our climate-controlled interior and open-air rooftop decks.

Cruise Includes:

- A two or two-and-a-half-hour cruise on Lake Michigan
- Delicious buffet with freshly prepared entrees, salads and desserts
- The best views of Chicago's skyline and attractions
- Onboard entertainment with DJ music, access to shared spaces and interactive games

Additional information

- Our decks are climate-controlled to cruise year-round in all weather conditions
- Most guests choose comfortable, casually stylish attire
- We do our best to accommodate dietary restrictions

Vessel

Spirit of Chicago
Set sail on the Spirit of Chicago, a four-level dining yacht featuring three interior dining decks and one exterior rooftop observation deck. Savor a delicious buffet, dance to a live DJ, and play interactive games throughout the vessel as you cruise along Lake Michigan.

Set sail on the Spirit of Chicago, a four-level dining yacht featuring three interior dining decks and two exterior observation decks. Savor a delicious buffet, dance to a live DJ, and play interactive games throughout the vessel as you cruise along Lake Michigan.

Food

Student Breakfast Buffet Menu

Order Details

Terms

Deposit: In order to hold pricing a **$13,846.00** deposit must be received by **09/07/2026**.

Guaranteed Guest Count: Due **04/27/2027.** (21 days prior to sailing)

Final Balance: Due **04/27/2027.** (21 days prior to sailing)

City Cruises will not accept check payments less than 21 days prior to the event date

Tax Exempt Groups

- All tax-exempt forms must be issued from the state of Illinois in order to be eligible for tax exemption.
- Tax-exempt groups are not exempt from the Chicago Amusement Tax unless they qualify for and receive from the City the limited exemption for certain fundraising events, as outlined in the City of Chicago Municipal Code Section 4-156-020 (sections B (5) and C).

Item/Type	Quantity	Unit Price	Total
Comp Ticket - Escort	13	$0.00	$0.00
Spirit Student Lunch Package	400	$48.43	$19,372.00

Spirit Student Lunch Ticket			
Soda & Juice - Student Packages			
Complimentary Coffee, Iced Tea, and Hot Tea	1	$0.00	$0.00
Student Breakfast Buffet Menu	400	$0.00	$0.00
DJ Entertainment	1	$0.00	$0.00
Student Boarding Photos - All Students Must Order	400	$3.00	$1,200.00
China, Linens, and Glassware	1	$0.00	$0.00
		Subtotal	**$20,572.00**
		Fees	$6,226.28
		Taxes	$893.72
		Total	**$27,692.00**
		Deposit Amount	$6,923.00
		Deposit Due on	11/14/2026
		Payment	**$0.00**
		Final Balance Due	$27,692.00

Passenger Agreement

PASSENGER CHARTER AGREEMENT

This Passenger Charter Agreement is a legally binding agreement between J.S. Morton East High School ("Charterer") and Hornblower Cruises and Events, LLC.("City Cruises") for the event described ("Event") on the cruise summary above detailing the itemized cost, order, and event details (collectively, the "Cruise Summary") which is incorporated by reference and made a part of this Passenger Charter Agreement, (collectively the "Agreement").

1. **Defined Terms.** These defined terms are in addition to any other terms defined throughout this Agreement.

   "City Cruises", "We", or "Our" refers to Hornblower Cruises and Events, LLC., and for the purposes of the defenses, limitations of liability, and its rights in this Agreement only, it also includes City Cruises' Directors, Officers, agents, owners, employees, charterers (other than You), affiliates, subsidiaries, parents, and the ship on which You have or will travel.

   "Laws and Regulations" means all requirements of all applicable laws, orders, ordinances, and regulations of the federal, state, county,

and municipal authorities.

"Passenger" refers to You (whether participating in the event or not) and any and all persons traveling under the Agreement, including all of Your guests and any of Your Third Party Vendors.

"Ship" refers to the vessel, or portion thereof, on which the Event will take place.

"Total" refers to the total price, inclusive of any deposit and all services, taxes, and fees, for the Event

"You" or "Your" refers to the Charterer under this Agreement.

2. **Deposit & Payment Terms.** To secure Your Event, City Cruises requires a deposit of 50% of the Total unless another amount is agreed to in advance in writing by City Cruises ("Deposit"), as shown in the Cruise Summary, along with an executed copy of this Agreement. . If You request any menu changes to any pre-selected menu less than fourteen (14) days prior to the date of the Event, You agree to pay the full cost of any such changes as billed to You. All outstanding balances of Your Total, including those based on the final guaranteed guest count, are due twenty-one (21) days before the date of the Event. City Cruises has the right to cancel Your reservation and this Agreement, and keep the total of any payments received, if any amount owed to City Cruises is not paid in full by the required payment date. All payments should be made in cash, certified check, ACH/wire, company check or credit card. You agree to repay City Cruises for the full amount of any failed payment due to a dishonored check, and to pay for all costs, including reasonable attorneys' fees, City Cruises incurs in collecting any overdue or failed payment amounts. You agree to pay any applicable Federal, state, county, or municipal transaction taxes related to this Agreement except in the case where You have submitted valid tax-exempt documentation prior to or upon executing this Agreement.
3. **Number of Passengers**. The number of guests stated in the Cruise Summary is the guaranteed minimum number of guests for the Event ("Guaranteed Minimum Guest Count"). Passengers may be added, in City Cruises' sole discretion and only if space is available, but guest count may not be decreased from the Guaranteed Minimum Guest Count. Any change in guest count must be provided to City Cruises no later than twenty-one (21) days prior to the Event. Under no circumstances will City Cruises allow for You to have more guests on the Ship than the Ship is certified by the United State Coast Guard to carry. You agree to pay for all Passengers who are actually on the Ship, and in any event for not less than the number of guaranteed guests as determined under Section 2 (Deposit & Payment Terms) of this Agreement regardless of whether they attend the Event, at the same rate listed in the Cruise Summary. unless otherwise agreed to in advance in writing by City Cruises, payments resulting from any changes to this Agreement, such as additional passengers or additional services You request either before or during the Event, are due at the end of the Event.
4. **Cancellation Terms**. The following cancellation policy applies if You cancel the Event for any reason other than for a Force Majeure Event:

    - In the event City Cruises receives a written cancellation notice from You at least one hundred twenty (120) days before the date of the Event, City Cruises will retain 25% of the Total and will refund any remaining payment, if applicable;
    - If City Cruises receives a written cancellation notice from You less than one hundred twenty (120) days before the date of the Event, but more than twenty-one (21) days before that date, You will be liable for 50% of the Total (in the event a paid Deposit is less than 50%, You will be liable for the outstanding balance);
    - If City Cruises receives a written cancellation notice from You twenty-one (21) days or less before the date of the Event, You will be liable for the full amount of the Total.

    Any deposits given to City Cruises less than twenty-four (24) hours before departure are non-refundable.

5. **Taxes and Fees.** Applicable state and local taxes, fuel surcharge fees, administrative fees and landing fees are included in the Total. These taxes and fees are not distributed to employees. Tax-exempt groups are required to submit a tax-exempt letter from the applicable jurisdiction, prior to or upon signing of this Agreement. Photo packages are taxed on the portion of the retail price related to estimated photo finishing costs, which is 10%. The ticket price is allocated 30% to the meal and 70% to the cruise. Any administrative fee does not represent a tip or gratuity for City Cruises' service staff and is used to cover certain direct cruise costs related to the operation of the

cruise. Similar to a banquet facility, City Cruises' service staff is paid a higher hourly wage to provide Your onboard service. It is appropriate to leave a gratuity for any onboard purchases or if You feel that You received exceptional service. Any such gratuities will be distributed to designated team members of City Cruises' crew who performed services for the Event and You agree that City Cruises may do so.

For Events departing from Boston only: Convention Center Surcharge may be included in the above charges. Tax exempt groups are required to submit a State of Massachusetts tax exempt letter. The only organizations that are exempt from paying the Massachusetts Convention Center Surcharge are organized school groups or youth groups, both of which must be of high school age or younger.

6. **Boarding Time, Disembarkation, & Parking**. Please refer to the Cruise Summary for the exact boarding time of Your Event. City Cruises anticipates the Ship to return to the dock approximately fifteen (15) minutes before the scheduled end time. It is expected You shall use this time for disembarkation. In the event You and Your guests have not fully disembarked the Ship within fifteen (15) minutes upon the later of the scheduled end time or when the Ship returns to the dock, City Cruises reserves the right to charge You a reasonable overtime charge.
7. **Food and Beverages.** Coffee, tea and iced tea are included with the price of Your Event. If You have not pre-purchased a bar package for Your Event, alcohol and soft drinks are available for purchase on board. No food or beverage may be brought onto the Ship without City Cruises' prior authorization, granted in City Cruises' sole discretion. No food or beverage may be removed from the Ship.
8. **Guest Comfort and Safety**. Where applicable, You must provide appropriate adult chaperones over the age of 25 to accompany groups under eighteen (18) years of age. City Cruises reserves the right to require security services for the Event, at Your sole cost. City Cruises will notify You in advance of the Event if security is required so long as the nature and the activities of the Event as described by You to City Cruises remains accurate and unchanged.
9. **Alcohol; Illegal and Controlled Substances; Moonlight Cruises.** City Cruises has a zero-tolerance policy. No one under the age of twenty-one (21) will be served, or may consume, alcoholic beverages onboard. City Cruises reserves the right to deny or restrict the service of alcohol to any Passengers. You may not attempt to have City Cruises serve alcohol, or Yourself serve alcohol or misrepresent the age of a Passenger, with the intention of causing consumption of alcohol on the Ship by a minor. The use of illegal or controlled substances, including marijuana, on the Ship is prohibited. While aboard the Ship Federal controlled substance laws apply, and You are subject to the jurisdiction of the United States Coast Guard. City Cruises reserves the right to discontinue the Event if illegal or controlled substances, including marijuana, are being used. No refunds or exchanges will be given. You, anyone acting for You, or Your guests may not bring animals (except for service animals approved to be brought on board pursuant to Section 10 (Passenger Condition/Disabled Guests) below), alcoholic beverages (except by special arrangement with City Cruises), explosives, firearms, illegal substances, or articles of a dangerous or damaging nature aboard the Ship. Unless City Cruises has given its express prior written approval thereto, all Passengers boarding the Ship for a Moonlight Cruise (any Event beginning after 11:00 p.m.) must be 21 years of age or older and must present a valid picture I.D. Neither City Cruises nor its employees shall be liable for any mistake in judgment making the determination under this Section.
10. **Passenger Condition/Disabled Guests.** City Cruises welcomes the opportunity to host and assist disabled guests and strives to provide reasonable accommodations as applicable to vessel operators. You must notify City Cruises in writing at the time You book Your Event, or as soon as reasonably possible, of any Passenger needing special assistance due to physical or mental disability and who will require special accommodation during the Event. City Cruises will provide a reasonable accommodation, as applicable to sea vessel operations, if possible. You must also notify City Cruises in writing if a service animal is contemplated, so City Cruises can review the request to see if it can be reasonably accommodated. City Cruises may limit the availability of passage if unable to accomplish an accommodation consistent with passenger safety.
11. **Passenger Screening and the Authority to Refuse Transport and Remove Passengers**. In accordance with the Maritime Transportation Security Act of 2002, all Passengers and their belongings are subject to search as directed by City Cruises' Captain or his/her designee. City Cruises reserves the right to refuse to transport any Passenger, and to eject any Passenger at any port of call, at the Passenger's expense. If any Passenger shall be ill, injured, act in a disorderly manner, or fail to comply with the Laws and Regulations or any directive established during the Event for the general safety and comfort of others aboard the Ship, the Captain his/her designee, or a City Cruises employee, will be the sole judge of the condition of the Passenger and the appropriate measures to be taken. Neither City

Cruises nor its employees shall be liable for any mistake in judgment making this determination.

12. **Approved Activities**. Not every activity is appropriate for City Cruises' vessels. City Cruises reserves the right to approve all Event activities. Only approved activities shall take place. If City Cruises determines in its sole discretion that an activity is not approved, City Cruises reserves the right to require security at Your sole cost, require You to change the activities of the Event so they are approved, cancel the Event, and/or make any changes to the Event so they conform to City Cruises' policies and safety standards. City Cruises shall no liability for any change to the Event if City Cruises reasonably believes or know any unapproved activities will or have taken place during the Event. If special permits or licenses are required for Your Event, You agree to obtain them at Your expense and deliver any such required permits or licenses to City Cruises thirty (30) days prior to the Event. Where required, City Cruises shall display any permits during the Event.
13. **Compliance with Laws and Regulations**. Both parties agree to observe and obey the Laws and Regulations. You agree to be responsible for Your Passengers' conduct during the Event and their observance of the Laws and Regulations. Further, You agree to comply with the directives and orders from the captain and personnel of the Ship during the Event.
14. **Third Party Vendors.** You agree not to hire or employ anyone to perform services or sell goods ("Third-Party Vendors") in the boarding area or on board the Ship unless You notify City Cruises in writing in advance, and City Cruises approves the Third-Party Vendors. City Cruises reserves the right to refuse such services or goods or any Third-Party Vendor. If approved, City Cruises reserves the right to require satisfactory evidence of general liability insurance naming City Cruises as an additional insured and worker's compensation insurance with a waiver of subrogation as to City Cruises from the Third-party Vendors. Anyone You hire or employ will work only for You, and they are not City Cruises' subcontractors or employees. You agree to be solely responsible to insure, defend, indemnify and hold harmless City Cruises from any claims involving the Third-Party Vendors You hire in conjunction with Your Event. For avoidance of doubt, Third Party Vendors do not include any employees hired or employed directly by City Cruises to perform the services contemplated in this Agreement.
15. **Passenger Liability and Responsibility for Your Guests.** (a) You are responsible for the conduct and supervision of the Passengers on the Ship, including but not limited to compliance with Sections 7 (Food and Beverage), 9 (Alcohol; Illegal and Controlled Substances), and 13 (Compliance with Laws and Regulations); (b) You agree to promptly pay City Cruises for any and all loss of or damage to the Ship, equipment, decoration or fixtures caused by You or any Passenger attending the Event, including any damage or loss caused by the failure to act in accordance with the terms of this Agreement, or a directive of the Ship's crew; (c) You will be required to reimburse City Cruises for the full replacement cost and/or any and all loss or damage to City Cruises or the Ship as a result of any material misrepresentation made by You, including but not limited to, any false statements concerning the intended activity of Your group or Event, the falsely claimed need to provide Passengers with medical services, or the unfounded claim of injury; (d) You will be required to reimburse City Cruises for the full replacement cost and/or any and all loss or damage to City Cruises as a result of any personal injury or damage caused by Your negligent or wrongful acts or omissions or the negligent or wrongful acts or omissions of any Passenger, including any minor.
16. **Publicity**. You hereby irrevocably grant to City Cruises the right to use, reproduce, create derivative works of, publish, display, and otherwise make publicly available Your name, voice, image, likeness and any other identifying characteristics of You as contained in images, video, film or sound recordings from the Event in any manner, including but not limited to, on or in City Cruises' products, merchandise, goods or for purposes of advertising, promoting or otherwise selling City Cruises' services, and soliciting purchases of, products, merchandise, goods or services, in any and all media, including its websites and social media channels, on a perpetual and worldwide basis, all without compensation to You. You release City Cruises from any liability arising from such use, including, without limitation, claims for invasion of privacy, infringement of Your right of publicity, false light and defamation. You further agree to cooperate fully with City Cruises, upon City Cruises' request, in obtaining all necessary releases from any Passengers shown or depicted in any recordings or photographs from the Event.
17. **Indemnification.** You agree to indemnify, defend, and hold City Cruises harmless for (a) any damages, liabilities, losses, penalties, fines, charges or other expense incurred by or imposed upon City Cruises, arising from or relating to any alleged negligent or wrongful act, omission or violation of Laws or Regulations by You, or any Passenger, including any minor Passenger; and (b) any liability, cost or expense (including all reasonable legal expenses) incurred by or imposed upon City Cruises, associated with the defense or settlement of any claim, directly or indirectly related to personal injury, death or property damage arising from or relating to any alleged negligent or wrongful acts or omissions of You, or any Passenger.

City Cruises agrees to indemnify and hold You harmless, including all Directors, Officers, agents, owners, affiliates and independent contractors any liability, cost or expense (including all reasonable legal expenses) incurred by or imposed upon You, associated with the defense of any claim directly or indirectly related to personal injury, death or property damage to the extent caused by the negligent or wrongful acts or omissions of City Cruises and/or its employees.

18. **Limitation of Liability.** (A) IN THE EVENT A PASSENGER IS INJURED, BECOMES ILL, DIES, OR PROPERTY IS LOST OR DAMAGED, CITY CRUISES WILL NOT BE LIABLE FOR ANY DAMAGES UNLESS THE OCCURRENCE WAS DUE TO CITY CRUISES' NEGLIGENCE OR WILLFUL FAULT. CITY CRUISES DISCLAIMS LIABILITY UNDER ANY CIRCUMSTANCES FOR INFLICTION OF EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY WHICH WAS NOT: (I) THE RESULT OF PHYSICAL INJURY TO A PASSENGER CAUSED BY THE NEGLIGENCE OR FAULT OF A CREWMEMBER OR THE MANAGER, AGENT, MASTER, OWNER OR OPERATOR OF THE SHIP; (II) THE RESULT OF THE PASSENGER HAVING BEEN AT ACTUAL RISK OF PHYSICAL INJURY, AND SUCH RISK WAS CAUSED BY THE NEGLIGENCE OR FAULT OF A CREWMEMBER OR THE MANAGER, AGENT, MASTER, OWNER OR OPERATOR OF THE SHIP; OR (III) INTENTIONALLY INFLICTED BY A CREWMEMBER OR THE MANAGER, AGENT, MASTER, OWNER OR OPERATOR OF THE SHIP. IN NO EVENT WILL CITY CRUISES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES. (B) CITY CRUISES ASSUMES NO LIABILITY IN RESPECT OF THE ACTS OR OMISSIONS OF ANY THIRD PARTY OTHER THAN THOSE HIRED OR EMPLOYED DIRECTLY BY CITY CRUISES TO PERFORM THE SERVICES CONTEMPLATED IN THIS AGREEMENT. IN ADDITION TO THE LIMITATIONS OF, AND EXEMPTIONS FROM, LIABILITY GRANTED UNDER THE AGREEMENT, CITY CRUISES ALSO RETAINS ANY AND ALL LIMITATIONS OF, AND EXEMPTIONS FROM, LIABILITY ACCORDED TO SHIP OWNERS AND TOUR OPERATORS BY STATUTE OR RULE OF LAW INCLUDING, WITHOUT LIMITATION, THOSE PROVIDED FOR IN 46 UNITED STATES CODE APP. SECTIONS 30521-30530. (C) TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING 46 UNITED STATES CODE. SECTIONS 30521-30530, YOU, ON BEHALF OF YOURSELF AND ANY AND ALL OF YOUR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT NOT TO SUE OR TO INSTITUTE OR CAUSE TO BE INSTITUTED ANY KINDS OF CLAIM OR ACTION IN ANY FOREIGN, FEDERAL, STATE OR LOCAL AGENCY OR COURT AGAINST CITY CRUISES ARISING OUT OF, IN THE COURSE OF, FROM OR ATTRIBUTABLE TO THE EVENT OR THE AGREEMENT.

COVID:19: THE NOVEL CORONAVIRUS, COVID-19, HAS BEEN DECLARED A WORLDWIDE PANDEMIC BY THE WORLD HEALTH ORGANIZATION. COVID-19 IS EXTREMELY CONTAGIOUS AND IS BELIEVED TO SPREAD MAINLY FROM PERSON-TO-PERSON CONTACT. CITY CRUISES **CANNOT GUARANTEE** THAT PASSENGERS WILL NOT BE EXPOSED TO COVID-19 DURING YOUR EVENT. THEREFORE, WITHOUT LIMITING THE FOREGOING LIMITATION OF LIABILITY, THE FOLLOWING TERMS AND CONDITIONS ARE EFFECTIVE FOR EVENTS:

- (1) GUEST ASSUMPTION OF RISK - PASSENGERS ACKNOWLEDGE THE CONTAGIOUS NATURE OF COVID-19 AND THAT, DESPITE CITY CRUISES' EFFORT TO MITIGATE SUCH DANGERS, PASSENGERS MAY BE EXPOSED TO OR INFECTED BY COVID-19 DURING PARTICIPATION IN THE EVENT, AND THAT SUCH EXPOSURE OR INFECTION MAY RESULT IN PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, OR DEATH. PASSENGERS UNDERSTAND THAT THE RISK OF BECOMING EXPOSED TO OR INFECTED BY COVID-19 MAY RESULT FROM THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF ANYONE. PASSENGERS ASSUME ALL OF THE FOREGOING RISKS AND ARE SOLELY RESPONSIBLE FOR ANY RESULTING INJURY (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY, AND DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE, RELATED TO COVID-19, THAT PASSENGERS MAY EXPERIENCE OR INCUR IN CONNECTION WITH THE EVENT ("COVID CLAIMS").
- (2) GUEST WAIVER OF CITY CRUISES' LIABILITY - PASSENGERS RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS CITY CRUISES, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES, OF AND FROM THE COVID CLAIMS, INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATING THERETO. THIS RELEASE INCLUDES ANY CLAIMS

BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF CITY CRUISES, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS, AND INDEPENDENT CONTRACTORS WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN THE EVENT.

19. **Time Limits for Noticing Claims and Filing and Service of Lawsuits.** (A) FOR AVOIDANCE OF DOUBT, IN ANY CASE GOVERNED BY 46 UNITED STATES CODE SECTION 30526, PASSENGERS MAY NOT MAINTAIN A LAWSUIT AGAINST CITY CRUISES OR THE SHIP FOR LOSS OF LIFE OR BODILY INJURY UNLESS WRITTEN NOTICE OF THE CLAIM IS DELIVERED TO CITY CRUISES NOT LATER THAN SIX (6) MONTHS AFTER THE DAY OF DEATH OR INJURY, THE LAWSUIT IS COMMENCED NOT LATER THAN ONE (1) YEAR AFTER THE DAY OF DEATH OR INJURY, AND VALID SERVICE OF THE LAWSUIT ON CITY CRUISES IS MADE WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OF THAT ONE (1) YEAR PERIOD. (B) FOR ALL OTHER CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOSS OR DAMAGE TO PROPERTY, BREACH OF AGREEMENT, ILLNESS OR DEATH OR INJURY, NOT GOVERNED BY 46 UNITED STATES CODE SECTION 30526, PASSENGERS MAY NOT MAINTAIN A LAWSUIT AGAINST CITY CRUISES OR THE SHIP, NOR WILL CITY CRUISES OR THE SHIP BE LIABLE THEREFORE, UNLESS CITY CRUISES IS PROVIDED WITH WRITTEN NOTICE OF CLAIM WITHIN THIRTY (30) DAYS AFTER CONCLUSION OF THE EVENT, THE LAWSUIT FOR SUCH CLAIM IS COMMENCED NOT LATER THAN ONE (1) YEAR AFTER CONCLUSION OF THE EVENT, AND VALID SERVICE OF THE LAWSUIT ON CITY CRUISES IS MADE WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OF THAT ONE (1) YEAR PERIOD. IN THE CASE OF A CLAIM BY OR ON BEHALF OF A MINOR OR LEGALLY INCOMPETENT PERSON, THE TIME PERIODS DESCRIBED ABOVE SHALL BEGIN TO RUN ON THE EARLIER OF: (I) DATE OF APPOINTMENT OF A LEGAL REPRESENTATIVE FOR THE MINOR OR LEGALLY INCOMPETENT PERSON, OR THEIR ESTATE (AS THE CASE MAY BE); OR (II) THREE (3) YEARS AFTER THE DAY OF DEATH, INJURY OR DAMAGE, AS APPLICABLE.

20. **Governing Law.** The Agreement and its interpretation shall, to the maximum extent allowed, be governed by and construed in accordance with the general maritime law of the United States; to the extent such maritime law is not applicable, it shall be governed by and construed in accordance with the laws of the state from which the Ship departs.
21. **Choice of Forum/Venue.** The parties expressly agree that any and all disputes and matters arising under or in connection with the Agreement or the Event which do not fall under Section 22 (Arbitration), or where arbitration is not applicable or legally permitted, shall be litigated in and before the United States District Court located in the county from which the Ship departs, or as to those lawsuits as to which the Federal Courts of the United States lack jurisdiction, in the courts of city and state from which the Ship departs, to the exclusion of all other courts.
22. **Arbitration.** The parties agree to submit any solely contractual dispute to binding arbitration. The arbitration shall be conducted by the American Arbitration Association in the venue specified in Section 21 (Choice of Forum/Venue) above. The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to award damages exceeding those set forth in this Agreement.
23. **Force Majeure**. The parties shall not be responsible for any loss, damage, delay or failure of performance hereunder arising or resulting from: acts of God; acts of war; perils of the sea; acts of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people, or seizure under legal process (provided bond is promptly furnished to release the vessel); strike or omission; regulations adopted after the date of this Agreement by a health agency in response to a pandemic that prevents the Event from taking place; or thing whatsoever beyond the control of the parties; provided, however, that the occurrence of any of the above circumstances arising out of the failure of a prospective guest or other individual to be fully vaccinated against the coronavirus shall not be deemed a force majeure. Should either party be unable to perform its obligations due to the above and the Event does not commence, all Your deposits and payments will be credited towards a future cruise event to be performed within twelve (12) months of initial Event date and the parties will have no further obligations or any other liabilities to each other with regard to this Event and Agreement. Should either party be unable to perform after the Event has commenced due to the above, You will be entitled to, as Your exclusive remedy, a pro rata refund, which City Cruises will determine, of what You have paid but which City Cruises was not able to provide.
24. **Change in Itinerary/Cancellation**. City Cruises may, in its sole discretion, remain dockside, substitute vessels, change the course or schedule of the Event, change the location from which the Ship sails, discontinue the Event, or cancel the Event for any reason (collectively, "Contingencies"). Except for the remedies provided in the section, City Cruises shall have no liability arising from any Contingency. If for any reason, City Cruises does not provide the Ship on the Cruise Summary, City Cruises may provide one or more