

January 24-31, 2009 Caribbean LEGENDARY RHYTHM & BLUES CRUISE

Terms & Conditions

Legendary = Legendary Rhythm & Blues Cruise | HAL = Holland America

PAYMENT: Payment in full must be received by Legendary Rhythm & Blues Cruise LLC by October 24, 2008. Travel documents will be issued approximately 21 days prior to departure, providing full payment and passport information has been received. If full payment has not been received by October 24, 2008, Legendary Rhythm & Blues Cruise has the right to consider the reservation canceled, with cancellation penalties applied.

CHANGES: Must be IN WRITING. Any change made between time of booking and 60 prior to sailing will be assessed a \$50 per person administration fee. All changes made within 60 days of sailing date will be assessed a \$100 per person administration fee.

INSURANCE: AIG Travel Guard has 2 plans to choose from and can be chosen with their link on our site www.bluescruise.com or by calling 888-BLUESIN or 816-753-7979. Travel insurance is Highly Recommended.

CANCELLATION: In the event a passenger cancels his or her booking, the following fees become payable. All cancellations must be received in writing to Legendary Rhythm & Blues Cruise, LLC.

Prior to: October 1, 2008	\$150 pp
October 1-31, 2008	\$500 pp
November 1-30, 2008	50% of total cruise cost
Dec. 1, 2008 & After	Non-refundable

The date that such written notice of cancellation is received will determine the applicable cancellation fees per the above schedule. No exceptions will be made to cancellation rates, so we recommend passengers secure appropriate cancellation insurance.

If the cruise is withdrawn by Legendary and/or Holland America Lines (HAL) before sailing date, you shall only be entitled to a refund of the amount received by Legendary from you and nothing more. Refunds are not made to passengers who elect not to complete the cruise for any reason or cause whatsoever.

FUEL SURCHARGE: Due to the fluctuation in world oil costs we have been advised by Holland America that unforeseen increases in spiking fuel prices may be passed on to each passenger. If this should occur, passengers will be advised approximately 30 days prior to sailing.

SHIP & PORT FEES: \$190.00

GRATUITIES: \$70 per person. Paid in full with final payment. Includes onboard gratuities except bar (which are included in price). Does not include pier to ship baggage handling.

TRAVEL DOCUMENTS: You are responsible for obtaining all travel documents as well as compliance with Customs and Immigration requirements. You will be required to comply with all security measures imposed by governments which may change from time to time. We will endeavor to provide you with notice of measures which may affect you, but complying with any such requirements is your responsibility. United States and Canadian citizens must have a valid passport. Naturalized U.S. citizens are advised to carry their naturalization papers. Aliens who are permanent residents of the U.S. must carry their Alien Registration Card and passport. All others must have valid passports.

Passengers without proper documentation will not be allowed to board the vessel, and no refund of cruise fare will be given to any passenger failing to bring such documentation.

SERVICE ON SHIP: Valuables and personal funds should be placed in the safe deposit boxes. All charges on board ship are on a cashless basis, with credit being established before boarding of ship. Payment at end of cruise may be made by credit card or cash. This prevents the need for large sums of cash being carried on person.

HEALTH CONSIDERATIONS: Professional medical service is available for a reasonable fee. A qualified physician and registered nurse are on call 24-hours-a-day.

SPECIAL REQUIREMENTS: Persons who have a physical or mental disability or a medical condition must report same to LEGENDARY IN WRITING AT THE TIME RESERVATION IS MADE. This information may be forwarded to HAL to the ship's doctor for review. Failure to provide such information prior to sailing may require Legendary to cancel your reservation with you suffering the appropriate cancellation penalty if sufficient time is NOT provided to make adequate determination of medical conditions or requirements. Legendary and HAL reserve the right to revoke or refuse passage to anyone who may, in the sole judgment of HAL, require treatment, care or attention beyond that which the ship's facility can provide or whose mental or physical condition may make them incapable of a cruise voyage with you suffering the appropriate cancellation penalties. An infirmary, staffed by a physician and nurse, is available.

SPECIAL REQUIREMENTS: Passengers wishing special diets or facing physical disabilities, must notify Legendary in writing of such requests at least 60 days prior to sailing.

LAND PACKAGES/SHORE EXCURSIONS: Shore excursions are offered for your enjoyment at a moderate extra cost, which will be announced on board. Each tour is operated in the various ports of call by local tourist service companies. Although provided by and arranged through HAL, the following are not under the control of HAL nor Legendary Rhythm & Blues Cruise, LLC: hotel stays, car rentals, sightseeing excursions, dive programs, shore-side restaurants, transportation by air, rail, bus, or other means, and any other service provided by a third party. The arrangements are made only as a convenience to the passenger. Holland America Lines and Legendary Rhythm & Blues Cruise, LLC shall not be liable for services and facilities provided by independent contractors resulting in any loss, damage, injury, death, or illness nor cost of any delay or cancellation.

ACCOMMODATIONS: All cabins are priced for double occupancy, as there are no single cabins on board. Payment of the single supplement (170% of the double rate) does not imply better accommodation, only privacy. Similarly, triple and quad accommodations do not imply an extra large room, many triple/quad rooms are twin rooms with extra beds added. No refund or upgrade will be provided for accommodations simply because a passenger feels they have inadequate space.

RESPONSIBILITY AND LIMITATION OF LIABILITY: Your decision to purchase and pay a deposit for this cruise program constitutes your acknowledgment of and consent to all of the terms and conditions of the brochure, including the limitations of liability described in it. Legendary acts only as sales and marketing agents for the purpose of booking travel arrangements on HAL and various airlines. Legendary expressly disclaim any responsibility for personal injury, property damage, loss, delay, inconvenience,

or other matters due to negligence, wrongful acts, errors or omissions on the part of any third party, or any supplier of services of goods or of agents selected by you or your travel agent.

The tickets and vouchers issued for this tour program contain further limitations of liability. Details of these limitations will be made available to you in advance upon written request. Your acceptance of these tickets and vouchers constitutes an agreement to all of the terms and conditions stated on them. Under these terms and conditions, liability by passengers for damage to or theft of luggage, personal property, delay, circumstances on board your cruise ship or elsewhere is limited. In addition, your right to recover in a legal proceeding will be based upon the applicable law and forum stated in the ticket voucher. You will find on board your cruise ship, independent concessionaires which operate shops, photography, gaming, etc. Legendary accepts no responsibility for the actions of these independent concessionaires arising from your dealing with them. You must contact and deal or interact with them directly.

HAL and Legendary reserve the right to change or abandon all or any part of the cruise program and to change the itinerary whenever advisable or necessary. In this case HAL and/or Legendary will NOT be responsible for any loss or expenses caused by reason of such changes or abandonment. Refunds are not made to passengers who elect not to complete the cruise for any reason or cause whatsoever.

Unforeseen illnesses or other emergencies may arise causing a cancellation by a band. Legendary reserves the right to alter bands contracted for this cruise if necessary. Legendary does not accept any responsibility for quality, value, reliability, or authenticity of any goods purchased while on tour, nor are they liable in any way whatsoever for any arrangements you may make to post, freight, or ship such purchases.

HAL and Legendary may, at their absolute discretion, require any person to withdraw from the cruise if it is deemed that the person's acts or conduct is offensive or a nuisance to other passengers, and Legendary shall have no further liability.

PHOTOGRAPHY: As video may occur on board the Legendary, which may be distributed nationwide or worldwide, signing of the reservation form is the passenger waiver and authorization to use their likeness in the videotaping.



Questions?
Call 1-888-BLUESIN®
816-753-7979
www.bluescruise.com
bluesin@bluescruise.com