

SMILES AT SEA PARTICIPANT’S AGREEMENT- Terms & Conditions 2025

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

This agreement sets forth the terms and conditions under which we, Smiles at Sea LLC and Hype Events LLC, both as Florida Corporations, agree to provide the 2025 Smiles at Sea Event, in return for your payment of the amounts indicated in this agreement. These documents contain important limitations on your rights. These are legally binding documents separate from the ticket contract issued by Royal Caribbean Cruise Line. If you make a reservation or payment on behalf of yourself as well as the members of your group, party, or traveling companions, you agree to the Terms & Conditions on behalf of all members of your group or party and all your traveling companions. These terms and conditions are subject to change by us at any time after written notice of the change.

The Smiles at Sea Cruise must be booked directly with Hype Events Travel Specialist or guests will not be able to attend or purchase any event tickets onboard.

2025 Smiles at Sea Cruise Itinerary

Dates: Friday, April 25th, 2025 - Monday April 28th, 2025

Ship: Royal Caribbean Cruise Lines, Utopia of the Seas

Cruise Itinerary				
Day	Date	Port of Call	Arrival	Departure
Friday	04/25/25	Orlando, FL (Port Canaveral)		4:00 PM
Saturday	04/26/25	Nassau, Bahamas	9:00 AM	5:00 PM

Sunday	04/27/2 5	Perfect Day Cococay, Bahamas	7:00 AM	5:00 PM
Monday	04/28/2 4	Orlando, FL (Port Canaveral)		6:30 AM

*Same-day flights should arrive on Friday 04/25/25. Be onboard by 1:00 PM. We do highly recommend flights to arrive the day prior to avoid flight delays, etc. Our Smiles at Sea event starts prior to sailing so you won't want to miss any CE.

*Return flights should depart on Monday 04/28/25 after 12:00 PM.

***Itinerary is tentative, and subject to change without notice at the discretion of Royal Caribbean Cruise Line, Smiles at Sea LLC, and/or Hype Events LLC.*

Please note, that the Smiles at Sea Event Tickets and the Royal Caribbean Cruise Stateroom are two separate entities with two separate payments and cancellation policies. Please review carefully as this document provides very important information you will need to know before sailing.

SMILES AT SEA EVENT TICKET PAYMENT SCHEDULE & PAYMENT PLANS:

PAYMENT SCHEDULE & PAYMENT PLANS

There are payment plans available for Smiles at Sea. The date you make your reservation will ultimately determine your payment amounts and the subsequent payment dates.

Option 1: PAY IN FULL

You may pay in full at the time of booking. No additional payments will be needed unless you modify your reservation by upgrading/changing your reservation, or event ticket, or by adding additional guests.

Option 2: MONTHLY PAYMENT PLAN

DEPOSIT REQUIRED– \$1000 per cabin (\$500 per person for double occupancy).

Your remaining balance will be split into equal monthly payments beginning the 1st of the month after your initial deposit is paid, with the final balance due no later than **February 1, 2025**.

Your monthly payment will be automatically charged to your credit card on file once our travel specialist sets up your payment plan. If you need to make any changes to your payment plan dates, or credit card, please contact us at 954-859-2960 or email admin@smilesatsea.com before the first of each month.

All new guest reservations made on or after February 1st, 2025, must be paid in full.

AUTOMATIC PAYMENTS

Your recurring payments will be automatically charged to your credit card on file. It is **your** responsibility to make funds available on the agreed date(1st); payment reminders will not be sent.

To change your payment plan options:

1. Email admin@smilesatsea.com
2. Call/Text 954-859-2960

Late Payments & Declined Credit Card Fees

In the event of two non-consecutive/consecutive non-payments and/or declines during the installment period shall result in the full balance of the event ticket and cruise be paid no later than 48 hours following the second non-payment. Notwithstanding the terms and conditions, a payment installment option shall result in full cancellation that is subject to the refund policy.

A late fee of **\$50.00 per person** for a **monthly** payment plan will be added to your reservation if your credit card on file is declined and your payment is not received by the due dates listed on your invoice. Your reservation will be canceled without refund if you miss 3 or more consecutive payments, or if your reservation is still unpaid one (1) week after our final payment (whichever comes first).

2025 SMILES AT SEA AND HYPE EVENTS CANCELLATION POLICIES

Canceling your Smiles at Sea Cruise Stateroom: All cancellation requests must be submitted in writing. Please email admin@smilesatsea.com to cancel your reservations. Royal Caribbean Cruise Line's normal cruise cancellation terms do not apply and must be handled through your Smiles at Sea Reservation Specialist. Refunds are allowed for bookings in our block. Cancellations can be made as long as they are made before February 1st, 2025.

AFTER FEB. 1st, 2025 ALL PAYMENTS AND DEPOSITS ARE NON-REFUNDABLE!

There are **no** exceptions to our cancellation policies. We strongly recommend the purchase of travel insurance! If we cancel the cruise, you will be entitled to an alternative sailing. Any future cruise credit will expire in one year from the date received. If you need to make any other arrangements for your credit, please contact your reservation specialist and they will review your reservation and requests on a case-by-case basis.

SMILES AT SEA LLC AND HYPE EVENTS LLC RATE PROTECTION GUARANTEE

Smiles at Sea Inc., and Hype Events LLC Rate Protection Guarantee is: if a lower Smiles at Sea LLC, and Hype Events LLC, the advertised rate becomes available after the booking is made, a rate adjustment can be requested and Smiles at Sea LLC, and Hype Events LLC will issue the difference in the form of a non-refundable shipboard credit or a credit card refund or mailed check. The lower fare must be for the same ship, sailing date, stateroom category, and number of guests, up until the week before sailing. This is designed to provide our guests with complete confidence that the fare they are booking is the lowest Smiles at Sea LLC rate available and that in the event they find a lower fare later, they need simply submit a rate protection request and we will provide a non-refundable shipboard credit equal to the difference.

This rate protection only applies to **our** posted rates and **not any cruise line or other travel agency rates.**

Smiles at Sea Event Ticket Cancellation Policy **Please note, the cruise reservation is a separate entity from the Smiles at Sea Inc. event ticket. If you should have the need to cancel your event ticket, Smiles at Sea honors a refund or credit based on these guidelines:*

A non-refundable deposit of \$60 will be applied per person.

You are eligible for an event ticket refund (minus the non-refundable deposit) if you cancel within 30 days of your registration.

Only Registrations booked before February 1st, 2025, are eligible for refunds.

After Feb. 1st. 2025 you are not eligible for a refund and only eligible for an event ticket credit (minus the non-refundable deposit).

Cancellation requests and refunds may take up to 60 days to process.

Group reservations of 10 or more may take up to 60-90 days to process.

CANCELLATION BY SMILES AT SEA LLC SPEAKER OR GUEST

Smiles at Sea LLC has entered into an agreement with each continuing education speaker on the Cruise to be present on board the Cruise or on the islands and to perform in accordance with the terms specified therein. However, neither Smiles at Sea LLC nor Royal Caribbean Cruise Line shall be liable or responsible for the failure of any continuing education speaker to appear on board or to perform under his or her agreement. Smiles at Sea LLC nor Royal Caribbean Cruise Line shall not be liable or responsible for any loss, damage, cost, or expense of any kind to any Passenger or any other person or entity if such performance is prevented or such loss, damage, cost, or expense is caused by or results directly or indirectly from any act of God, war, fire, collision, directions of underwriters, arrest, order or restraint by any government agency or official acting under color of authority, acts of terrorism, labor disturbances or disputes, civil commotion, weather conditions and considerations of the safety of the vessel (for which the Master shall be the sole judge), breakdowns of or damage to the vessel's hull or machinery, requisition of the vessel by a governmental authority, illness, death of a family member or other cause or circumstance beyond Smiles at Sea LLC's control. In the event of any failure of a contracted continuing education speaker to perform during the cruise, Smiles at Sea, in its sole discretion, may engage a replacement speaker or speakers, or may change, postpone, or terminate all or any

part of the Cruise or the entertainment program or change the program or itinerary. In such case, Smiles at Sea LLC shall have no liability to any Passenger for any loss, damage, cost, or expense whatsoever by reason of such change.

CE REQUIREMENTS

By agreeing to the terms and conditions, attendees understand and agree to the CE requirements. We are Joint Providers with an AGD PACE Approved Provider and thus must abide by their guidelines. Because of these parameters, it is our requirement that an attendee must be present for 50 minutes out of 60 minutes of instruction and 1hr 45 min for a 2-hour session. All attendees must scan into class for class sign-in in accordance with these requirements. Each attendee must abide by Smiles at Sea LLC.'s rules and regulations for class sign-in to receive CE credits.

Force Majeure: Smiles at Sea Inc. will not be held responsible, nor provide an event ticket refund, in the event of a force majeure, global pandemic emergency, or cancellation by the cruise line. Attendees will receive a credit valued at the price paid for the continuing education hours and will have the option to attend a future event within one calendar year from the cancellation date.

VENDING

Unless you are an exhibitor, NO VENDING OF ANY KIND IS ALLOWED during Smiles at Sea. For information on becoming an exhibitor, please email vendor@smilesatsea.com. Please do not make t-shirts, hats, posters, jewelry, or anything else to sell while enjoying Smiles at Sea. Anyone found in violation of this policy will have his or her unauthorized merchandise confiscated. This policy will be strictly enforced.

PHOTOGRAPHY & VIDEO

Smiles at Sea LLC, Hype Events LLC, and/or its promotional partners have the exclusive right to include photographic, video, and other visual portrayals of passengers in any medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to passengers, and all rights, title and interest therein (including all worldwide copyrights therein) shall belong to Smiles at Sea LLC.'s sole property, free from any claims by passengers or any person deriving any rights or interest from passenger. A video crew may be shooting footage to be used for the promotion of future Smiles at Sea LLC events. When the video team is shooting in any location/venue on the ship, your presence in said

location/venue acknowledges your permission for your likeness to be used in future, non-broadcast promotional videos or still pictures. If you do not wish to be filmed, please notify the video crew and be prepared for them to ask you to exit the location/venue for a short time until taping is complete. You will not receive any compensation for such use and waive any right to bring any action in law or equity against allowing Smiles at Sea LLC their affiliates and assignees for such use.

PRIVACY POLICY

You can read our privacy policy [here!](#)

These Terms and Conditions contain the entire agreement between, Smiles at Sea LLC and Passenger and supersede any other agreements, written or oral, relating to the subject matter herein. Any waiver of any provision must be made in writing and signed by an authorized representative of Smiles at Sea LLC. If any portion shall be determined to be invalid, then said portion shall be deemed severed from the Contract in such jurisdiction only and all remaining portions shall remain in full force and effect.

Royal Caribbean mandatory service charges for tips/gratuities ***ARE NOT*** included in your rate and are paid onboard.

Name & Stateroom Change Policies

The guest who places a reservation for a stateroom on board the Smiles at Sea Cruise will be considered the stateroom's "Lead Guest" and is the "owner" of the reservation. The Lead Guest is therefore solely responsible for initiating or authorizing changes to the reservation and must agree in writing to any changes made to the reservation, by emailing Admin@smilesatsea.com

Name Changes

All guest NAME changes can be made up until 30 days prior to sailing (if allowed by the cruise line): The Lead Guest is **not allowed** to change their name within the reservation. At least one "**original**" and/or lead guest name must remain on the reservation. If all original guests cancel, this is considered a full cancellation without a refund, and name changes will not be allowed. An original name is one that has been added to your reservation at the time of your initial deposit or payment.

You may do a name change for a second guest in the cabin, at no cost, up until 30 days prior to sailing. There is a \$200.00 per person, per change for name changes

within 30 days of sailing. There is no guarantee that these names change requests will be approved by the cruise line.

Stateroom Changes

All guest STATEROOM changes can be made up until 30 days prior to sailing. **Last day to make changes:** No changes of any kind (name or stateroom) will be accepted within two weeks of sailing. Any changes after we reach the 30 days to sailing date are not guaranteed and can only be “requested”.

Stateroom Occupancy Changes

Rates are based on the number of people in your stateroom. Changes in occupancy will result in a rate increase or decrease depending on the type of change.

FUEL SURCHARGES

In the event that the cost of fuel increases between now and the time we sail, Royal Caribbean Cruise Linen reserves the right to impose a fuel surcharge as determined by the cruise line. Royal Caribbean Cruise Line also reserves the right to impose surcharges for government taxes and fees, security, and incidental costs. The surcharges will be added to the passenger’s stateroom costs and must be paid in full by the cruise date to board the ship. All passengers will be notified via email if such a fuel surcharge is added to the cost of your stateroom.

TYPOGRAPHICAL ERRORS

In the event a category/item is listed at an incorrect price or with incorrect information due to typographical error or error in pricing, Smiles at Sea LLC shall have the right to refuse or cancel any orders placed for the category/item listed at the incorrect price. Smiles at Sea LLC shall have the right to refuse or cancel any such orders whether the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Smiles at Sea LLC shall immediately issue a credit to your credit card account in the amount of the charge.

PASSPORT & LEGAL DOCUMENTATION

Smiles at Sea LLC and Hype Events LLC, strongly recommend that all our guests travel with a passport (valid for at least six months beyond the completion of travel). Having a valid passport will enable you to fly from the U.S. to a foreign port in the event you miss your scheduled embarkation, or to fly back to the U.S. should you need to disembark the ship mid-cruise for any reason.

[The Western Hemisphere Travel Initiative \(WHTI\)](#) stipulates the following information with regards to "[closed-loop](#)" cruises, which are sailings that originate and terminate in the same U.S. Port. Please note that this information could change at any time without notice.

U.S. Citizens (including children) taking "[closed-loop](#)" cruises will be able to enter or depart the country with either a valid U.S. Passport - or - Proof of citizenship, such as an original or certified copy of his or her birth certificate (or a Consular Report of Birth Abroad, or a Certificate of Naturalization), along with a government-issued photo identification, such as a State issued driver's license.

Other acceptable forms of identification include:

[U.S. Passport Cards](#)

Enhanced Driver's Licenses

Trusted Traveler Cards (NEXUS, SENTRI, or FAST)

Military Identification Cards (for members of the U.S. armed forces on official orders)

U.S. Merchant Mariner Document (for U.S. citizens on official maritime business)

Enhanced Tribal Card (where available)

Please note: Baptismal papers, hospital certificates of birth, voter registration cards or Social Security cards are **not** considered proof of citizenship and will not be accepted.

For more information, a complete list of WHTI-compliant documents or to obtain a passport application, visit www.travel.state.gov

U.S. Alien Residents need a valid Alien Resident Card. Non-U.S. citizens need a valid passport and a valid, unexpired U.S. Multiple Re-entry Visa, if applicable.

Non-U.S. Citizens: You will need a valid passport and, in some cases, a visa. If you live in the U.S., you will also need the original copy of your Alien Registration Card (ARC or "Green Card") and any other documentation the countries on your itinerary require due to your alien status.

If you are not a U.S. Citizen, please contact U.S. Immigration at 1-800-375-5283 to be sure your identification will be satisfactory for both entry into the U.S., and for the cruise.

Citizens from the Visa Waiver Program countries will require a machine-readable passport valid for the duration of their voyage.

All guests must present the required documentation at embarkation. Guests without the required documentation will be denied boarding and no refund will be issued. Please understand that the Royal Caribbean cruise line will strictly enforce this requirement to be following this important U.S. Government mandate.

[FOR ADDITIONAL INFORMATION, PLEASE CLICK HERE](#)

Smiles at Sea LLC and the other Released Parties (as herein defined) assume no responsibility for advising you of immigration requirements. Non-U.S. citizens, including resident aliens, must contact the appropriate consulates, embassies, and/or immigration office(s) to inquire about necessary documentation for the cruise's ports of call. Your name, as listed on your travel documents, must exactly match your name as listed on your Cruise documents.

It is YOUR responsibility to make sure you have the proper documents to board the ship. Smiles at Sea LLC and Hype Events LLC are not responsible for denied boarding due to insufficient documents.

FORCE MAJEURE

In the event of any act of God, war, fire, collision, directions of underwriters, arrest, order or restraint by any government agency or official acting under color of authority, acts of terrorism, labor disturbances or disputes, civil commotion, weather conditions and considerations of the safety of the vessel (for which the Master shall be the sole judge), breakdowns of or damage to the vessel's hull or machinery, requisition of the vessel by governmental authority, illness, death of a family member or other cause or circumstance beyond Smiles at Sea LLC.'s, Hype events control or Royal Caribbean Cruise Line in its sole discretion may cancel, advance, or postpone any scheduled sailing or call at any port and may (but is not obligated to) substitute another vessel, and neither Royal Caribbean Cruise Line nor Smiles at Sea LLC. shall be liable for any loss whatsoever to passengers by reason of such cancellation, advancement, postponement, or substitution. Under such circumstances, Smiles at Sea LLC and Hype Events LLC shall have no further liability for damages or compensation of any kind.

TRAVEL GUARD TRAVEL INSURANCE

Because of the nature and uniqueness of this event, we have strict cancellation policies. Smiles at Sea Inc. and Hype Events LLC, highly recommend the purchase of travel insurance to protect you against financial loss due to non-refundable costs and fees due to **unexpected** cancellations and travel emergencies.

Travel insurance also protects you against emergencies while traveling, such as trip interruption, trip delay, missed/canceled flights, lost or stolen baggage/personal items, illness/injury, and much more. Smiles at Sea LLC, Hype Events LLC, and Travel Guard also offer an additional Cancel for Any Reason policy that must be purchased with your initial payment or deposit. If you must cancel for a non-covered reason, the Cancel for Any Reason option will reimburse you **50%** of your non-refundable costs (for covered reasons only, will receive a 100% refund, as determined by the travel insurance company). To receive a personalized quote tailored to your trip, simply click on the following link: [Get A Quote](#)

In the event of cancellation, you must first contact our reservation specialist **in writing** by sending an email to Admin@smilesatsea.com. Then, you must contact the Insurance company **directly** to submit a claim and request a refund.

For questions and to purchase travel insurance, please call/text the reservation specialist.

RIGHT TO CHANGE ITINERARY

Smiles at Sea LLC, Hype Events LLC, and/or Royal Caribbean Cruise Line reserve the right, at any time, to change the cruise itinerary whenever advisable or necessary. In this case, Smiles at Sea LLC. and/or Royal Caribbean Cruise Line will NOT be responsible for any loss or expenses caused by reason of such changes or abandonment. Refunds will NOT be made to passengers who elect not to complete the cruise for any reason or cause whatsoever.

Imagery and messaging may not accurately reflect onboard and destination experiences, offerings, features, or itineraries. These may not be available during your voyage, may vary by ship and destination, and may be subject to change without notice.

SAFETY WHILE IN PORTS OF CALL AND ONBOARD

You assume sole responsibility for your own safety onboard and in any port of call.

Smiles at Sea LLC. and Hype Events LLC, do not guarantee your safety at any time. You may find information about the scheduled ports of call through the U.S. Department of State, Centers for Disease Control and Prevention, and other governmental and tourist organizations. Smiles at Sea LLC. and the other Released Parties assume no responsibility for gathering and/or disseminating any such information. You acknowledge that all shore excursions and tours, however conducted, airline flights and ground transportation, and any ship physician, nurse, and on-board concessions (including, without limitation, gift shops, spa, beauty salon, fitness center, golf and art programs, and video/snorkel concession) are operated by independent contractors. Smiles at Sea LLC neither supervises nor controls their actions nor makes any representation, whether expressed or implied, as to their suitability. These services are provided only as a convenience for you, and you are free to use or not use them. You agree that Smiles at Sea LLC. and Hype Travel LLC, assume no responsibility, do not guarantee performance and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury, or delay to you and/or your property in connection with these services. You use them at your own risk.

INOCULATION & HEALTH

All guests must ensure that they are medically and physically fit for travel. The Centers for Disease Control (CDC) and the World Health Organization (WHO) provide guidelines as to which vaccinations are required in each country. In many cases, inoculations are recommended but, in some circumstances, they are required. We recommend that you check with your health care professional or a Travel Medicine Specialist certified by the WHO for guidance. Other informational resources can be accessed at the Center for Disease Control and Prevention's Traveler's Health website or toll-free at 1-877-FYI-TRIP, and the World Health Organization website.

You, the passenger, assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness — including, without limitation, exposure to COVID-19 or any other bacteria, virus, or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during, or after the event, and regardless of how caused or contracted — and you hereby waive any and all claims and potential claims against Smiles at Sea LLC, Hype Events LLC,— and against any companies affiliated with Hype Events, or the Event Organizer — relating to such risks, hazards, and dangers.

PASSENGERS WITH SPECIAL NEEDS

By booking the Cruise, you warrant that you, and those traveling with you, are physically fit to travel at the time of embarkation. Boarding will be denied to any person who will enter her twenty-fourth week of pregnancy by the time of the Cruise or during the cruise. You must notify Smiles at Sea LLC at the time of booking of any disability or other medical or physical condition that may require special assistance during the Cruise. Your failure to do so will release Smiles at Sea LLC and Hype Events LLC, from any liability for loss, damages, or other compensation arising from or related in any way to such disability or condition. Smiles at Sea LLC, Hype Events LLC, and Royal Caribbean Cruise Line reserve the right to require that any passenger who is not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the Cruise and in case of emergency.

REFUSAL OF PASSAGE

Smiles at Sea LLC and Hype Events LLC, act only as a sales and marketing agent for the purpose of booking travel arrangements on Royal Caribbean Cruise Line. Smiles at Sea LLC and Hype Events LLC, 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. Participation in the Cruise may be denied to any person who, in Smiles at Sea LLC's, Hype Events LLC's or Royal Caribbean Cruise Line's sole discretion: (1) is or becomes in such a condition as to be unfit to travel; (2) is dangerous or obnoxious to others; or (3) is inadmissible under the laws of any country of debarkation. In addition, Smiles at Sea LLC, Hype Events LLC, and Royal Caribbean Cruise Line reserve the right to refuse passage, disembark, or confine to a stateroom any person whose physical or mental condition or behavior they consider, in their sole discretion, to constitute a risk to the person's own well-being or that of any other person. Smiles at Sea LLC shall have no liability to any such person or any third party arising out of any such decision. Any costs resulting from Smiles at Sea LLC's, Hype Events LLC's, and/or Royal Caribbean Cruise Line's decision, including, without limitation, costs of lodging and transportation, shall be the responsibility solely of the person.

Decisions of Royal Caribbean Cruise Line

You will receive a Royal Caribbean Cruise Line Standard Contract of Passage Terms and Conditions (the "Royal Caribbean Cruise Line PASSENGER CONTRACT") with your Cruise ticket. The Royal Caribbean Cruise Line Contract constitutes your agreement with Royal Caribbean Cruise Line. The Royal Caribbean Cruise Line Contract provides that Royal Caribbean Cruise Line may exercise its rights in a variety of matters, including, without limitation: Its right to alter the ship's course, ports of call, itinerary, activity and shore excursions, for reasons set forth therein. Smiles at Sea LLC shall not be liable to you or any third party for any claim or cause of action arising, directly or indirectly, in whole or in part, out of Royal Caribbean Cruise Line's exercise of any of its rights as provided in the Royal Caribbean Cruise Line Terms. Without limiting the foregoing, the Released Parties such as Smiles at Sea LLC and Hype Events LLC, shall not be liable to any Cruise passenger for a full or partial refund of any Cruise fare, or for any lodging or transportation expenses, because of Royal Caribbean Cruise Line's exercise of its contractual rights.

LIQUOR & BEVERAGE POLICY

On boarding day, guests may bring bottles of wine and champagne on board. When bottles are brought on board and served or consumed in any restaurant, public room area, or in stateroom, a corkage fee will be charged according to the bottle sizes noted by the cruiseline.

Wine or champagne sent directly to the ship by travel agents, friends, family, etc., or from another retail source, are subject to the same fees. Box wines are not allowed on board. The Corkage Fee does not apply to guests with the beverage package.

LUGGAGE

Each guest may bring onboard a reasonable amount of baggage. All luggage must be stored in the passenger's stateroom. Pets, dangerous or illegal items such as weapons, explosives, combustible substances, non-prescription controlled substances, or illegal drugs may not be brought onboard the ship. Any such items shall be surrendered to security at embarkation and may be disposed of at the sole discretion of Royal Caribbean Cruise Line. All luggage is hand-carried or checked, and you may be subject to security inspections that may involve a physical search. Curbside porters are

available at the pier during embarkation to take luggage to the vessel. Please be sure each piece of luggage has a tag listing your name, ship, and stateroom number. Royal Caribbean Cruise Line and Smiles at Sea LLC assume no responsibility for carry-on luggage. Any luggage left at the pier will be forwarded at the guest's expense. Claims for luggage loss or damage must be made in writing to debarkation personnel before leaving the pier area.

ZERO TOLERANCE DRUG POLICY

Smiles at Sea LLC, Hype Events, and Royal Caribbean Cruise Line, have a zero-tolerance policy regarding the use, possession, purchase, or distribution of illegal controlled substances. Any violation of this policy will result in disembarkation from the vessel as well as the individuals being turned over to the local law enforcement officials for appropriate legal action. In such cases, Smiles at Sea LLC, Hype Events, and Royal Caribbean Cruise Line shall not be liable for any refund or other compensation or damages.

Royal Caribbean Cruise Line Smoking Policy

For the comfort and enjoyment of our guests, our ships are designated as non-smoking; however, we recognize that some of our guests do smoke. Therefore, to provide an onboard environment that also satisfies smokers, we have designated certain areas of the ship as smoking areas. Guests agree to strictly comply with Royal Caribbean Cruise Line's non-smoking **policy**. You can read the full smoking policy as well as many other topics [HERE](#).

MEDICAL CARE

You assume all risks associated with travel and transportation on the Cruise. While at sea or in port, the availability of medical care may be limited and/or delayed. You acknowledge that all or part of the Cruise may be in areas where medical care and/or evacuation may not be available. You agree to indemnify and reimburse Smiles at Sea LLC and/or Hype Events and/or Royal Caribbean Cruise Line if either party, in its sole discretion, advances to you the cost of emergency medical care, including medical evacuation and/or medical care provided ashore, as well as transportation and/or lodging in connection therewith. Smiles at Sea LLC. and Hype Events LLC shall have no responsibility to advance any such costs. We highly recommend the purchase of a travel insurance policy with Travel Guard, to cover any unforeseen and unexpected medical expenses.

PASSENGER CONDUCT

During the Cruise, the Passenger shall abide by and conduct him/herself in accordance with all rules, regulations, and directions of Smiles at Sea LLC, Hype Events LLC, and/or Royal Caribbean Cruise Lines (the "Rules"), including the Rules set forth in these Terms & Conditions and the Rules of which the Passenger is made aware during the Cruise. The Rules include, but are not limited to, the following: during a CE presentation, question and answer session, or other event, the Passenger shall not (i) attempt to move onto a stage on which any speaker is performing, (ii) climb onto poles or other structures near the stage, (iii) throw anything onto or towards the stage, or (iv) do anything that may interfere with a performance or with the audience's enjoyment of the performance. Passenger acknowledges that there may be security personnel present at performances to enforce the Rules and to protect the performers and the enjoyment of the performance by the audience.

In the event of a violation of the Rules by Passenger during a performance, Passenger acknowledges that security personnel will act quickly to protect the speakers and to prevent Passenger from disrupting the performance, and Passenger hereby releases Smiles at Sea LLC, Hype Events LLC, and/or Royal Caribbean from any injuries, claims or losses suffered by Passenger as a result of the actions of security or other personnel in the event of Passenger's violation of these Rules.

Passengers shall not put any person in danger for their safety or well-being or engage in a fight or other altercation with any person, onboard the Cruise.

In the event of a disruption of a performance by Passenger in violation of the Rules, Smiles at Sea LLC, Hype Events LLC, and/or Royal Caribbean Cruise Line shall have the right, in its discretion, to remove Passenger from the performance, to bar Passenger from future performances during the Cruise, to remove Passenger from the Cruise at any port (as Passenger's sole expense), and/or to ban Passenger from attending any future Smiles at Sea LLC. cruise.

REFUSAL OF PASSAGE

Transportation on the Cruise may be denied to any person who, in Smiles at Sea LLC, Hype Events LLC., or Royal Caribbean Cruise Line's sole discretion: (1) is or becomes in such a condition as to be unfit to travel; (2) is dangerous or obnoxious to others; or

(3) is inadmissible under the laws of any country of debarkation. In addition, Smiles at Sea LLC, Hype Events LLC., and Royal Caribbean Cruise Line reserve the right to refuse passage, disembark, or confine to a stateroom any person whose physical or mental condition or behavior they consider, in Smiles at Sea LLC, Hype Events LLC., and/or Royal Caribbean Cruise Line's sole discretion, to constitute a risk to the person's own well-being or that of any other person. Smiles at Sea LLC., Hype Events LLC., and/or Royal Caribbean Cruise Line have the right to disallow booking or boarding to any passenger, who in the opinion of Smiles at Sea LLC, Hype Events LLC. and/or Royal Caribbean Cruise Line may impact the cruise, the business or the reputation of Smiles at Sea LLC., Hype Events LLC. and/or Royal Caribbean Cruise Line, other passengers, or artists in a negative or disruptive way. Smiles at Sea LLC, Hype Events LLC. and/or Royal Caribbean Cruise Line shall have full discretion and unilateral rights to make any such decisions. The Released Parties shall have no liability to any such person or any third party arising out of any such decision. Any costs resulting from Smiles at Sea LLC, Hype Events LLC. and/or Royal Caribbean Cruise Line's decision, including, without limitation, costs of lodging and transportation, shall be the responsibility solely of the person.

PASSENGER DUTY

Passenger, or if a minor, his or her parent or guardian, shall be liable to, and shall reimburse Released Parties for, any damage to the Released Parties' property, the Vessel, the Transport or any property of Royal Caribbean caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of the Passenger; and Passenger, or if a minor, his or her parent or guardian, shall further indemnify the Released Parties and each and all of their agents and servants against all liability which the Released Parties may incur towards any person or company or government for any personal injury, death or damage to property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of Passenger.

If, during the Cruise, Passenger feels that his/her safety is jeopardized by the act of any person, or if Passenger is injured by the act of any person or in any other incident, Passenger shall immediately report this to a Smiles at Sea LLC representative onboard the Cruise. In such instances, the Passenger shall cooperate with Smiles at Sea LLC in any investigation that Smiles at Sea LLC, Hype Events LLC. and/or Royal Caribbean may conduct.

RESPONSIBILITY AND LIMITATION OF LIABILITY

Under these terms and conditions, liability to passengers for damage to or theft of luggage, personal property, delay, and circumstances on board your cruise ship or elsewhere is limited. By booking Smiles at Sea Inc, you (the passenger) agree to release and hold harmless Smiles at Sea LLC. and Hype events LLC from and against any claim or cause of action arising out of or in connection with your travel on and participation in the Cruise, including, but not limited to: (1) injury, death or delay of passengers, or loss, damage or delay of or to passengers' baggage or other property, which may be caused, directly or indirectly, in whole or in part, from participation in the Cruise, including, without limitation, passenger's use of or participation in any shore excursion, on board concession or athletic or recreational activity; (2) your request for or selection of a roommate for the Cruise; (3) emotional distress, mental suffering or anguish or psychological injury of any kind under any circumstances (except when such damages were caused by Smiles at Sea LLC. 's negligence and resulted from the same passenger's sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are held to have been intentionally inflicted by Smiles at Sea LLC); (4) any change in scheduled Cruise events and/or Royal Caribbean appearances; (5) Royal Caribbean Cruise Line' exercise of its contractual rights; or (6) or (if you are entering into this agreement on behalf of yourself and your, group, party, or traveling companions) any claim arising out of their assertion that you were not authorized to agree on their behalf. You further agree that Smiles at Sea LLC nor Hype Events LLC, shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by Smiles at Sea LLC or Hype Events LLC, nor for any intentional or negligent acts of Smiles at Sea LLC or Hype event's employees committed while off duty or outside the course and scope of their employment. **If** a court of competent jurisdiction holds any of the foregoing to be unenforceable, then Smiles at Sea LLC and Hype Events' liability shall be limited to the maximum extent permitted by law. You will find on board your cruise ship, independent concessionaires which operate shops, photography, gaming, etc. Smiles at Sea LLC and Hype Events LLC accept no responsibility whatsoever for the actions of these independent concessionaires arising from your dealing with them. You must contact and deal or interact with them directly. It is understood and acknowledged that Smiles at Sea LLC. is an outside, independent promoter/travel agency and does not operate the vessel controlled and owned by Royal Caribbean Cruise Line. In consideration of participating and attending Smiles at Sea LLC., you voluntarily assume all risks while

onboard the vessel and release Smiles at Sea LLC. and Hype Events LLC, of and from any and all liability, actions, causes of action, suits, injury, or death, loss or damage of property, claims, attorney's fees and demands whatsoever that may be sustained by you while onboard the vessel. This release shall be binding upon you, and your heirs, next of kin, executors, and personal representatives. Your decision to purchase and pay a deposit for this cruise program constitutes your acknowledgment of and consent to all the terms and conditions of the brochure and website, including the limitations of liability described in it.

DISPUTES

Except where prohibited by law, you (the passenger) expressly agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Cruise shall be resolved individually, without resorting to any form of class action, and exclusively by the appropriate court located in Miami-Dade County, Florida, U.S.A. to the exclusion of the courts of any other state, territory or country; (2) you waive any venue or other objection that you may have to any such action or proceeding being brought in any court located in Miami-Dade County, Florida; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with the Cruise, but in no event attorneys' fees; and (4) you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Florida Miami-Dade County, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida. You agree to present any claims against us within 30 days after the Cruise ends and to file within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. NEITHER PARTY MAY INITIATE OR BE PART OF A CLASS ACTION LAWSUIT OR LEGAL PROCEEDING AGAINST THE OTHER.

FURTHERMORE

All trademarks are the exclusive property of their respective owners. The information contained on this page and in other pages and material relating to the Cruise, including any information regarding Royal Caribbean's participation and programmed events, is subject to change at any time after notice. The details shown are for informational

purposes only. The Released Parties are not responsible for any errors, changes and/or omissions resulting in pricing, inventory or content discrepancies.

Passenger acknowledges and confirms that any travel agent utilized by Passenger in connection with the issuance of this ticket is, for all purposes, Passenger's agent, and the Released Parties shall not be liable for any representation made by said travel agent. Passengers shall always remain liable to Smiles at Sea LLC for the price of passage.

In addition to the restrictions and exemptions from liability provided in these Terms and Conditions, Smiles at Sea LLC, and Hype Events LLC, shall have the full benefit of any applicable laws providing for limitation and exoneration from liability, and nothing contained herein is intended to operate to limit or deprive Smiles at Sea LLC and/or Hype events LLC of any such statutory limitation of or exoneration from liability. Without limiting the foregoing, Smiles at Sea LLC, Hype Events, claims benefit of all restrictions, exemptions, and limitations of the "Convention Relating to the Carriage of Passengers and Their Luggage by Sea" of 1974 as well as the Protocol to the "Convention Relating to the Carriage of Passengers and Their Luggage by Sea" of 1976 ("Athens Convention"), which limits liability for the death of or personal injury to a passenger to no more than the applicable amount of Special Drawing Rights as defined therein, and all other limits on damage or loss to personal property.

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