

FREE PASS AGREEMENT

DEFINITIONS:

In this agreement the term “**Ship**” means _____, and “**Owners**” includes the Shipowners, Disponent Owners, Managers, Charterers, Agents, Master, Mariner or other Servants of the Ship.

The term “**Beneficiary**” includes the person signing this free pass agreement, minor children accompanying the person so signing, and, insofar as concerns disputes in relation to loss of life, the dependants and/or legal representatives of the deceased.

To the Master of the _____ :

In consideration of allowing the Beneficiary _____ to follow the Ship from _____ to _____ the following conditions are hereby accepted:

1. This agreement is in every respect, including questions of Owners’ liability, governed by _____ law. Any dispute arising out of this agreement is to be decided by the proper _____ Courts to the exclusion of the courts or tribunals of any other jurisdiction. Should for any reason proceedings in relation to this agreement and/or to the passage agreed herein be instituted elsewhere, whether in rem or in personam, then such proceedings shall be stayed pending a final and unappealable decision of the proper _____ Courts.
2. This clause serves to give explicit notice to the Beneficiary that the Ship is not a passenger ship. No warranty whatsoever is given by the Owners that the Ship is fit for the carriage of passengers. Any undertaking as to seaworthiness that might otherwise exist is hereby expressly waived.
3. The Beneficiary expressly agrees that Owners shall be under no liability whatsoever to the Beneficiary in respect of loss of life, illness, injury or loss of or damage to personal effects, luggage or other property, by reason of having allowed the Beneficiary to follow the ship as agreed above. The Owners shall be exonerated from such liability even if the loss of life, illness, injury or loss of or damage to personal effects, luggage or other property is caused by the Owners’ negligence. Accordingly, the Beneficiary expressly agrees to assume any and all risks concerning loss of life, illness, injury and loss of or damage to personal effects or luggage or other property whilst on board and during embarkation and disembarkation.
4. Insofar as concerns loss of life, illness or injury, whether or not caused by negligence of the Owners, the Beneficiary undertakes to pay any and all expenses for medical treatment, maintenance, transportation, repatriation, burial and/or other expenses incurred by reason thereof. To the extent that Owners nevertheless are held liable by any third party to pay for any or all such expenses, the Beneficiary expressly undertakes to indemnify Owners for all such expenses.

5. This clause serves to give explicit notice to the Beneficiary that, in view of the fact that the Beneficiary has assumed any and all risks as expressed under (3) and (4) above, it may in the best interest of the Beneficiary to purchase travel insurance which provides adequate cover for such risks.
6. The Beneficiary warrants compliance with all quarantine, passport and other regulations for all ports of call at all times and undertakes to indemnify Owners for all additional expenses which they may incur by reason of non-compliance on the part of the Beneficiary, whether negligent or not, including but not limited to additional harbour, tonnage and light dues, fines and expenses arising out of delay or detention of the ship.
7. This clause serves to give explicit notice to the Beneficiary that the Ship is at all times at liberty to deviate from the advertised route for commercial or other reasons, and as a consequence, the Ship may not proceed to the intended port(s) of destination mentioned above. If the Ship does not call the intended port(s) of destination, Owners are under no obligation whatsoever to transport the Beneficiary to the intended port(s) of destination or to pay for such transportation, and the Beneficiary hereby expressly waives any and all rights to claim damages, refund of expenses or any other kind of compensation as a consequence thereof. Any money paid by the Beneficiary on signing this contract is to be considered as fully earned by Owners and non-returnable.
8. If Owners are held legally liable to the Beneficiary by virtue of rules of law which supersede or set aside the preceding provisions of this agreement, such liability shall be based on the provisions contained in the *1974 Athens Convention on Carriage of Passengers and Their Luggage by Sea*.

Name of Beneficiary:

Address of residence:

Name(s) of accompanying

minor child(ren):

Passport number(s):

[Date and Place]

[Signature of Beneficiary]