

ANNEX 4 "HOLD HARMLESS" VISITOR AGREEMENT

Important: Please read and sign this document in return for visiting the ship. You will not be allowed on board unless you sign and agree to these terms. Please note that in signing it you will be bound by its terms which you should note provide a hold harmless to the ship, master, crew and owners in respect of your visit on board the ship. If you do not understand English then you must ask for a translation or to have the terms explained to you.

Definitions: In this agreement the term "Ship" means _____ [name of ship], and "Owners" includes the Shipowners, Disponent Owners, Managers, Charterers, Agents, Master, Mariner or other Servants of the Ship. The term "Visitor" includes the person signing this visitor agreement, any and all person(s), including minor children, accompanying the person so signing, and, insofar as concerns disputes in relation to loss of life, any and all dependants and/or legal representatives of the deceased.

To the Master of the _____ [name of ship]
 In consideration of allowing the Visitor _____ [name of visitor in capital letters]
 to board the vessel at _____ [port and/or date of boarding]
 and/or to follow the Ship from _____ [port and/or date of embarkation]
 to _____ [port and/or date of disembarkation]

the following conditions are hereby irrevocably and unconditionally accepted:

- 1 This agreement is in every respect, including questions of Owners' liability, governed exclusively by _____ [applicable law] law. Any dispute arising out of this agreement is to be decided exclusively by the _____ [country of jurisdiction] 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 _____ [country of jurisdiction] Courts.
- 2 This clause serves to give explicit notice to the Visitor 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 Visitor expressly agrees that Owners shall be under no liability whatsoever to the Visitor 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 Visitor 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 Visitor 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 Visitor 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 Visitor expressly undertakes to indemnify Owners for all such expenses.
- 5 This clause serves to give explicit notice to the Visitor that, in view of the fact that the Visitor has assumed any and all risks as expressed under (3) and (4) above, it may be in the best interest of the Visitor to purchase travel insurance which provides adequate cover for such risks.
- 6 The Visitor warrants full 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 Visitor, 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 Visitor 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 at the intended port(s) of destination, Owners are under no obligation whatsoever to transport the Visitor to the intended port(s) of destination or to pay for such transportation, and the Visitor 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 Visitor on signing this contract is to be considered as fully earned by Owners and non-returnable.
- 8 No servant or agent of Owners, nor any independent contractor employed by Owners from time to time shall in any circumstances whatsoever be under any liability to the Visitor for loss of life, illness, injury or loss of or damage to personal effects, luggage or other property of the Visitor howsoever arising.
- 9 If Owners are held legally liable to the Visitor by virtue of rules of law which supersede or set aside any or all 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 Visitor: _____
 Address of residence: _____
 Name(s) of accompanying minor child(ren): _____
 Passport number(s): _____

Date and place: _____ Signature of beneficiary: _____

I confirm I read and understand English.

In signing this agreement I confirm that I agree to its terms and that I am bound by those terms and that I have read and understood them.

- 10 This clause is to be completed when the Visitor disembarks from the vessel and has completed his/her period on board.

The Visitor hereby agrees and confirms that, during his/her time on board, he/she has not been involved in any incident which has caused, or which may have caused, him/her to suffer any illness, injury or loss of or damage to personal effects, luggage or other property.

Date and place: _____

Visitor's signature: _____ Master's signature: _____