



**AGREEMENT TO BE SIGNED BEFORE EMBARKING BY VISITORS, PASSENGERS,
CHARTERERS REPRESENTATIVES, SPOUSES AND OTHERS BOARDING COMPANY
MANAGED VESSELS.**

To the Owners and/or Managers and/or Charterers of the M/V

In consideration of your allowing me onboard the above vessel for the purposes of a visit and/or sailing in her (whether signed on ship's Crew Agreement or not):-

I, _____ of _____ **Company:**

hereby agree as conditions of carriage:-

- (i) That neither you nor any of you, or your respective servants or agents shall be under any liability of any nature whatsoever to me or to my personal representatives in respect of loss or injury resulting from unseaworthiness or other defect of the vessel, her gear or equipment.

However, without prejudice to the generality of the foregoing, it is expressly agreed that in the event of my suffering injury, in any of these circumstances as aforesaid, directly attributable to negligence on your part or that of your respective servants or agents, the foregoing disclaimer, insofar as it relates to injury shall not apply.

- (ii) I further agree to assume full responsibility for any claims or losses of the following nature made against, or incurred by, you and each of you and your respective servants and agents:-
- a) Any claim arising from loss or injury suffered by any child, for whom I am responsible whether as parent or otherwise, allowed on board the said vessel for any purpose whatsoever, unless in the case of injury, such injury falls within the provisions of the exception to condition (i) hereof.
 - b) Any claims of whatsoever nature made by any third party or parties:-
 - 1) arising out of such loss or injury as aforesaid suffered by me unless, in the case of injury falls within the provision of the exception to the Condition (i) hereof.
 - 2) arising out of any act or omission or default of any such child as is referred to in section a) above.
 - 3) arising out of any act, fault or omission by me whilst I am on board or embarking upon or disembarking from the said vessel.
 - 4) any damage to property resulting from actionable fault on my part.
- (iii) I accept that no undertaking is given or is to be implied that the said vessel will proceed to the destination (if any) indicated above, or any other destination, and I undertake that I and any such child as referred to above will disembark from the vessel at any place in accordance with any request made on behalf of any one or more of you.
- (iv) I agree that should the vessel render any salvage services whilst I am onboard, I shall not share in any reward thereof.
- (v) This agreement shall be governed by English Law, and any dispute arising under it shall be referred to the Courts of England which shall have exclusive jurisdiction to determine such disputes.

Signed by the Said:

This Day of