INDEMNITY AGREEMENT

TO BE SIGNED BEFORE EMBARKING OF VISITORS AND OTHERS BOARDING COMPANY VESSELS

To: the Owners and/ or Manager of the MV "CMA CGM ZHENG HE" now at port JEBEL ALI, DP WORLD TERMINAL 1

I/We hereby agree as conditions of carriage:

- (i) That neither you nor any of you nor your respective servants or agents shall be under any liability of any nature whatsoever to me or to my personal representative in respect of any loss or injury howsoever caused which I may suffer whilst on board or whilst embarking upon or disembarking from the said vessel, even should such loss or injury result from unseaworthiness or other defect of the vessel, her gear or equipment.
- (ii) I further agree to indemnify you and each of you and your respective servants and agents against any claims of whatsoever nature which may be made by any third party or parties arising out of any such loss or injury suffered by me.
- (iii) I further agree to indemnify you and each of you and your respective servants and agents against:
 - a) any claim of whatsoever nature by any third party arising out of any act, default or omission by me whilst I am on board or embarking upon or disembarking from the said vessel;
 - b) Any damage to the property of yourselves, or any of you, your respective servants and agents, resulting from actionable fault on my part;
 - c) In the event of any child for whom I am responsible, whether as parent or otherwise, being allowed on board the said vessel for any purpose whatsoever, I undertake to indemnify you or any of you and your respective servants and agents in respect of any claims as above, whether arising from loss or injury suffered y any such child, or from damage to property not of third parties caused by the act or omission or default of such child.
- (iv) 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.
- (v) I agree that should the vessel render any salvage services whilst I am on board, I shall not share in any award therefore.
- (vi) 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:	
Full Name in readable Print Letters:	
Date of Birth:	
Nationality:	
Passport Number:	
Date:	16th.December.2018

ERS-Form I04a Release 1 Indemnity Agreement