



RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND IDEMNITY AGREEMENT

DATE OF BOARDING:

TIME OF BOARDING:

NAME OF VESSEL BOARDED:

LOCATION OF BOARDING:

PURPOSE OF BOARDING:

In consideration of being permitted to board the above-named vessel, the undersigned (“**Releasor**”), for himself or herself, his or her personal representatives, heirs, and next of kin:

1. Hereby releases, discharges, waives and forever relinquishes Port of Duqm Company SAOC (“**PDC**”), and the owners, operators, shareholders, officers, directors, employees, parent and/or subsidiary and/or related entities of PDC, and the above-named vessel, its owner, captain and crew (“**Releasees**”), of any claim, demand and cause of action, foreseen or unforeseen, for any personal injuries, emotional distress, pain and suffering, illness, wrongful death and/or property loss, arising out of, relating to, or as a result of Releasor being a passenger on the vessel and/or engaging in any related activities, wherever and howsoever such injuries, damages or death may occur, and for whatever period of time the boarding, voyage and related activities may continue, whether caused in part or in whole by the negligence of Releasees, or others.
2. Hereby covenants that under no circumstances will Releasor (his/her spouse, children, heirs, estate, executors, administrators and assigns), sue Releasees, for personal injury, illness, theft, property damage or wrongful death as a result of Releasees’ negligence, or the negligence of others, and should such an action be brought, Releasor agrees to hold harmless, defend and indemnify Releasees, including paying all attorney fees and costs.
3. Hereby agrees to indemnify, defend and hold harmless Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the boarding of the vessel by the Releasor whether caused by the negligence of the Releasees or otherwise.
4. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the boarding of the vessel whether caused by the negligence of the Releasees or otherwise.
5. Hereby acknowledges that the boarding of the vessel, the voyage and any related activities are potentially dangerous and involve the risk of serious injury and/or death and/or property damage. The Releasor also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees or third parties.
6. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the applicable laws, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature	Name	Date