

ANNEX D (INDIVIDUAL WAIVER)
BIMCO STANDARD CONTRACT FOR THE EMPLOYMENT OF SECURITY GUARDS ON VESSELS
CODE NAME: GUARDCON

INDIVIDUAL PASS TO BE SIGNED BY SECURITY PERSONNEL PRIOR TO BOARDING VESSEL:

To: the Master of M.V.

In consideration of (i) the sum of USD10 (the receipt and adequacy of which I hereby acknowledge) and (ii) your allowing me to form part of the Security Personnel on board the M/V _____ flying the flag of _____ (the "Vessel") and to make the Transit from _____ to _____ pursuant to the contract for the provision of security services using designated security equipment (the "Security Services") made on the BIMCO GUARDCON form dated _____ between the owners and/or operators and/or managers of the Vessel as Owners and my employers _____ as Contractors, I undertake to the Owners as follows:

1. This undertaking, and any non-contractual obligation arising out of this undertaking (including, without limitation, questions of the Owner's liability), is governed by English law. Any dispute arising out of this undertaking is to be decided by the English High Court to the exclusion of the courts or tribunals of any other jurisdiction.
2. I acknowledge and agree that, at all times throughout the duration of the Voyage and the performance of the Security Services, the Master shall have and retain ultimate responsibility for the safe navigation and overall command of the Vessel and that any decisions made by the Master shall be binding on me. I undertake to act upon the instructions of the Master at all times during the Transit. For the avoidance of doubt, nothing in this Clause shall compromise my right of self-defence in accordance with applicable national law.
3. I confirm that I have read and understood the Rules for the Use of Force which have been agreed between the Owners and the Contractors to apply during the Transit. I undertake to perform the Security Services always in accordance with such Rules for the Use of Force and all relevant national laws.
4. I expressly undertake and agree on behalf of myself, my heirs, executors and assignees forever that the Vessel, its Master, officers and crew, its insurers, the Owners and their subsidiaries and/or affiliate companies, the registered owner of the Vessel (if not the Owners), and each of their respective directors, employees and agents and any persons permitted by the Master to travel on board the Vessel other than myself and my team (together, the "Owners' Group") shall be under no liability whatsoever to me 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 me on board the Vessel and even if the loss of life, illness, injury or loss of or damage to personal effects, luggage or other property is caused by the negligence of the Owners' Group. Accordingly, I expressly agree to assume any and all risks concerning my loss of life, illness, injury and loss of or damage to my personal effects or luggage or other property whilst on board the Vessel and during embarkation and disembarkation.
5. The Contractors have insured against the risks, losses and liabilities dealt with in this letter and that to the extent that I or my heirs, executors and assignees may have a claim arising from my deployment, that claim will be notified and made to the Contractors and not to you or any other member of the Owners' Group. I or my heirs, executors and assignees undertake to pay any and all expenses for medical treatment, maintenance, transportation, repatriation, burial and/or other expenses incurred by reason of my loss of life, illness or injury, whether or not caused by negligence of the Owners' Group. To the extent that any of Owners' Group are nevertheless held liable by any third party to pay any or all such expenses, I or my heirs, executors and assignees expressly undertake to hold harmless, defend, indemnify and waive all rights of recourse against the Owners' Group for all such expenses.
6. I confirm that I and/or the Contractors have arranged appropriate insurance to cover my own personal injury or death compensation and associated medical costs, transportation, repatriation, burial and/or other costs and expenses incurred by reason of my loss of life, illness or injury.
7. I warrant my compliance with all quarantine, passport, weapons licensing and other regulations for all ports of call during the Voyage and I undertake to hold harmless, defend, indemnify and waive all rights of recourse against the Owners for all additional expenses which they may incur by reason of my non-compliance with this Clause 7, 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 Vessel.
8. If any provision of this undertaking relating to claims for death or personal injury is found to be void or unenforceable, it is my intention and agreement that all other provisions of this undertaking shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to, or undertaken by, me or any member of the Owners' Group. In such case I confirm my instruction and agreement to replace the invalid or unenforceable term with the following term:
9. "The provisions of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea done in Athens on 13 December 1974 (the "Athens Convention") excluding any Protocols thereto is hereby incorporated into the terms and conditions of this Pass (but not any Protocols thereto) as if this Pass were a Contract of Carriage to which the Athens Convention were applicable. For this purpose the person signing hereunder shall be deemed to be a "passenger" and the contemplated voyage and/or visit shall be deemed to be "international carriage" as defined in the Athens Convention. In the event of any inconsistency between the terms and conditions of this Pass and the terms of the Athens Convention, the terms of the Athens Convention shall prevail but without prejudice to the terms and conditions of this Pass to the extent that they are not so inconsistent."

The undersigned further represents and warrants to have read and understood in full the above and have willingly and under no duress agreed to its terms.

Name: _____

Address: _____

Domicile: _____

Phone: _____

Passport No: _____

Signature: _____