

Visitor's Pass

Name

Home Address

Vessel

Voyage No

From

Towards

The person or persons presenting and/or using this pass or any person or child (including an unborn child) travelling with or in the care of such person (all the foregoing being hereinafter and in the above heading called collectively the "Visitor") by so doing agree as follows:-

1. The Visitor is allowed on the Vessel or premises of the Vessel stated above solely on the following conditions:-
2. This pass is not transferable and may be cancelled by the Carrier (which expression in this pass includes the owners or time chartered owners of the Vessel stated above, the line, charterers, managers, operators and Vessel as the case may be) at any time whether before or during the contemplated voyage or visit and at any place, and under any circumstances, without liability. In the event of any cancellation of this pass and whether or not the Carrier is obliged in the circumstances and under the terms of this pass to repay any money, the Carrier shall not be responsible for any loss, injury, delay, inconvenience, expense or damage whatsoever suffered or occasioned by the Visitor as a consequence of or arising out of such cancellation.
3. The Carrier shall not be liable for any loss of life or for any other loss, injury, delay, inconvenience, expense or damage whatsoever suffered by the Visitor, nor for any loss of or damage or delay to the Visitor's property whether such loss of life, loss, injury, delay, inconvenience, expense or damage arise from the act, default, neglect or error of judgement of the Master, officers, crew, managers, ship's husband, superintendent or other servant or agent of the

- Carrier or any other person whatsoever or from or consequent on unseaworthiness or unfitness of the Vessel or any launch, tender, or other craft or gangway, landing stage or land conveyance or from the unfitness of any food or drink supplied or from or consequent on any detention, delay, deviation, over carriage or omission to call or land or embark the Visitor or the Visitor's property at any port or from or consequent on any variation or omission of any part of the advertised programme of the voyage or otherwise howsoever and whether such act, default, neglect, error of judgement, unseaworthiness, unfitness, detention, delay, deviation, over carriage, omission, variation or other event occurs before or in the course of the voyage or before or in the course of embarkation at the beginning of the voyage or in the course of disembarkation at the end of the voyage or while the Visitor is proceeding from the Vessel to the shore or vice-versa at any intermediate port or is ashore at such port or during any trip or excursion whatsoever on land or sea (whether or not any charge or extra charge may be made in respect thereof) which may take place during or in connection with the voyage or at any time whatsoever during or prior to the voyage when the Carrier would, apart from this clause, be under a contractual statutory or other obligation to the Visitor.
4. In the event that it is adjudged by a competent court that the foregoing exclusions in Clause 3 above are invalid, the provisions of the Athens Convention relating to the carriage of passengers and their luggage by sea done at

Athens on 13th December 1974, shall be deemed to apply to this pass as if this pass were a contract to which that Convention applies.

5. No servant or agent of the Carrier nor any independent contractor from time to time employed by the Carrier, shall in any circumstances whatsoever be under any liability whatsoever to the Visitor for any death, sickness, injury, loss, damage, delay or otherwise arising or resulting directly or indirectly from any act, neglect or default on the part of such servant, agent or independent contractor while acting in the course of or in connection with his employment and every condition, limitation, exception and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier shall also be available and extend to protect every such servant, agent and independent contractor of the Carrier acting as aforesaid and for all the purposes of all the foregoing provisions of this clause the Carrier is contracting with the Visitor as agent of and trustee for such servants, agents and contractors who are deemed to be parties to this pass. The Carrier shall be entitled to be paid by the Visitor or his personal representatives on demand any sum recovered or recoverable by such Visitor or his personal representatives from such servant, agent or contractor of the Carrier for any such death, sickness, injury, loss, delay, damage or otherwise. In the event this pass be issued in the United States of America and covers transportation between a port in the United States of America and a foreign port, this clause shall not relieve the Master from liability for loss of life or bodily injury to the Visitor arising from negligence or fault for which the Master would otherwise be liable.
6. The Vessel may at any time whatsoever before or after embarkation, proceed by any route whatsoever in the Carrier's or Master's absolute discretion (whether or not such route is the nearest or most direct or customary or advertised route between the place of embarkation and the place of disembarkation) and may tow or to be towed, sail with or without pilots and/or tugs, adjust speed and course for suitable arrival in ports, sail at reduced speed for any purpose whatsoever and carry live animals and every description of cargo on or below deck, including contraband, explosives, munitions or warlike stores or dangerous cargo of every kind and may sail armed or unarmed and may proceed to or stay at any port of place whatsoever (although in a contrary direction to or out of or beyond the customary or intended or advertised route to

the port of disembarkation) once or more often in any order (backwards or forwards) for loading or discharging mails and/or cargo and/or stores and/or fuel (whether intended to be used or carried on this or any other voyage of the Vessel or any other Vessel or for storage or sale) embarking or disembarking passengers, pilots, officers, engineers or crew, towing or assisting Vessels in all situations, saving life or property or for inspection of or repairs to the Vessel or any part thereof, bunkering, for the convenience or entertainment of passengers or for the convenience or exigencies of the mail service (whether the foregoing purposes or any of them be for this or any other voyage) or for any other purpose whatsoever and may otherwise sail, proceed or stay in any manner or for any purposes whatsoever (even if making in substance another voyage or other voyages).

7. The Visitor agrees that should the Vessel render any salvage services, he or she shall not share in any award therefor.
8. The Visitor agrees that he or she will comply with all quarantine, passport and other regulations.
9. As a condition to the use of this pass, it is declared by the Visitor that he or she is not prohibited by law from receiving transportation and further that the pass will be lawfully used.
10. Any dispute arising under this pass shall be decided in the country where the Carrier has his principal place of business and the law of such country shall apply.
11. In case the Visitor is signed on as a member of the Vessel's crew, this is done purely for practical reasons, and the Visitor agrees that in such case, he or she is not entitled to any rights given to members of the Vessel's crew.
12. This pass will not be accepted by the Carrier unless signed in ink by the Visitor.

Date _____

Place _____

(Signature of Visitor) _____