

To: CANAL OPERATIONS CAPTAIN

HANDLINE UNDERTAKING TO RELEASE AND INDEMNIFY

I, _____ Owner/ Master/ Agent of the Handline vessel _____
for and in consideration of that vessel being permitted to transit the Panama Canal with the following deficiencies: (Mark applicable items.)

- (a) Chocks and bitts do not meet requirements of the Maritime Regulations for the Operation of the Panama Canal (MROPC). Chapter IV, Section Four, Article 59.
- (b) Mooring lines may not be of sufficient strength.
- (c) Engine may not be powerful enough to control vessel in strong current.
- (d) Subject to damage from launches embarking or disembarking ACP personnel. It is the responsibility of the vessel to provide equipment and means to fend off such launches.
- _____ (e) Those vessels whose length overall exceeds those set forth in the MROPC, Chapter VII, Article 107, numeral 6 (30.48 mts - 100' for sidewall handlines, 38.1 mts - 125.00' for center chamber handlines or 45.72 mts. - 150' in length for tugboats) and which are not capable of accepting towing locomotives are considered oversize lockage and are accepted for handline transit at their own risk.
- _____ (f) Other (as noted)

do hereby undertake, for the said vessel, her owners, operators, crew, underwriters, and any other persons having any interest in her, and for myself, to release the Panama Canal Authority and the Republic of Panama from, and to indemnify them against, any injury to, or loss of, property or for personal injury or death, or any liability arising from the operation of the Panama Canal or related facilities or appurtenances, under, or in respect to:

- (a) Articles 63 to 74 of the Panama Canal Authority Organic Law (Law No. 19 of June 11, 1997) .
- (b) Property of the Panama Canal Authority, or the Republic of Panama; and
- (c) Panama Canal Authority employees.

to the extent and in the proportion that the above deficiencies may proximately cause or contribute to a casualty and resulting injury to, or loss of, property or for personal injury or death.

By accepting the vessel for transit with the above deficiencies, the Panama Canal Authority and the Republic of Panama do not, and shall not be deemed to, waive such rights against the vessel.

It is understood that the obligations assumed by the undersigned, on behalf of myself, the vessel, her owners, master, crew and any other persons having an interest in her, as stated in this undertaking to release and indemnify, shall continue in effect until such time as the Canal authorities are satisfied that the deficiencies have been corrected. It is further understood that this document does not, of itself, grant continuing permission for the vessel to transit the Panama Canal in the above-stated condition.

(Signature)

(Signature)

(Owner/Master/Agent)

(Vessel)