

INDEMNIFICATION CLAUSE

I (We), the undersigned, hereby indemnify Canada for the vessel described below, located at _____ within the Esquimalt Graving Dock, for the purpose and time stated, for the period of _____, 20____.

Name of Vessel: _____

Vessel Owner's Name: _____

The Agent assumes and agrees to hold harmless, indemnify, protect and defend Her Majesty the Queen in right of Canada ("Her Majesty"), Her agents and employees, against any and all liability for injuries and damages to Her Majesty, the Vessel, crew, employees, agents, sub-contractors, guests, third parties or otherwise, incident to or resulting from the Vessel using the facilities of Esquimalt Graving Dock, except in instances of an act or acts of negligence by Her Majesty or agents, servant of the Corporation of the Township of Esquimalt and all mutual aid partners. Damages will be deemed to include liability which is attributable to environmental impairment, or clean up expenses, including fire fighting.

Should the Agent and the Vessel owner not be one and the same, the authorized signatory verifies that the following clause has also been included in the contract between the Agent and the Vessel owner:

The Vessel owner assumes and agrees to hold harmless, indemnify, protect and defend Her Majesty the Queen in right of Canada ("Her Majesty"), Her agents and employees, against any and all injuries and damages to Her Majesty, the Vessel, crew, employees, agents, sub-contractors, guests, third parties on a contractual, tort, statutory or any other legal or equitable basis including not limited to public safety service providers, fire protection officials, police, and rescue workers, related to the Vessel using the facilities of Esquimalt Graving Dock, and resulting from an act or acts of negligence by the Vessel Owner, its agents and employees. Damages are deemed to include but not be limited to the liability which is attributable to environment impairment or clean up expenses, including fire fighting.

Authorized Signature of Agent

Company Name

Signature of Witness

Date

Revised: 18/June/2002