

HOLD HARMLESS AGREEMENT AND WAIVER

The undersigned _____, in order to obtain permission to board the _____ for the purpose of visiting, inspecting, surveying, or appraising that vessel, including, but not limited to, its engines, boilers, appurtenances, furnishings, cargo, etc., all of which are presently under the custody and control of the U.S. Marshal for the District of Oregon and/or his keeper or by a substitute custodian appointed by the Court, hereby agree on my own behalf and on behalf of any employer, principal, or party which I represent, as follows:

1. The undersigned shall be liable for any damage to the aforesaid vessel, including, but not limited to, its engines, boilers, appurtenances, furnishings, cargo, etc., arising out of any actions or activities of any nature undertaken or performed by me in relation to my boarding the vessel, such liability to attach to me whether my actions or activities are negligent or not and whether the actions or activities of the U.S. Marshal, his keeper, the United States of America, and the substitute custodian are negligent or not, and
2. The undersigned shall hold harmless, indemnify, and defend the U.S. Marshal, his keeper, the United States of America, and the substitute custodian, whether the actions and activities of the aforesaid are negligent or not, against any claims and actions of any nature arising out of any actions or activities of any nature undertaken or performed by me, my agents, servants, employees or others for whom I am responsible, in relation to my boarding the vessel, including, but not limited to claims and actions by myself, my agents, servants, employees and other for whom I am responsible and further shall defend on behalf of the U.S. Marshal, his keeper, the United States of America and the substitute custodian against all such claims and actions and shall be liable for payment and satisfaction of all judgments rendered or amounts agreed upon in settlement of such claims and actions, in addition to attorney's fees, costs, disbursements and court costs incurred in defending against such claims and actions, and
3. The undersigned hereby waives and surrenders all claims and actions for injury or damage to person or property that I may have against the U.S. Marshal, his keeper, the United States of America, and the substitute custodian, arising out of my boarding of the vessel whether the actions or activities of the U.S. Marshal, his keeper, the United States of America, and the substitute custodian are negligent or not, and further acknowledge and understand that the aforesaid parties make no warranties of any nature, expressed or implied, in relation to my boarding the vessel, and
4. The undersigned acknowledge and understand that the intent of this agreement and waiver is to cover all of my actions and activities while proceeding to, while aboard the vessel, and while departing from the vessel, as well as any other times and places which lead to an action or claim against the U.S. Marshal, his keeper, the United States of America, and the substitute custodian.

SIGNED _____ DATE _____

WITNESS _____ DATE _____