



[Ship Identification No.]

Undertaking to Release and Indemnify

4540 (OPTS)
V. 1-10-2025

To: Canal Operations Captain

I, [_____] as Master of the [_____] SIN [_____]
[Master's Name] [Vessel's name] [Ship's Identification No.]

(hereinafter referred to as "THE VESSEL") and on behalf of her owners, operators, charterers, crew, or any other persons having any interest in her (hereinafter referred to as the **VESSEL'S REPRESENTATIVES**), and for myself for and in consideration of being permitted to transit and/or performing maneuvers for dry-docking, docking or berthing, bunker operations, or any other activity (hereinafter referred to as "**OPERATION(S) IN CANAL WATERS**") under the following circumstances:

- a. Risk of damage if operation requires landing alongside a dock with inadequate fenders. (if applicable).
- b. Receiving a bunker vessel while moored at the dock or being moored to a docked vessel (if applicable).
- c. Having draft deficiency(ies)
- d. Having other deficiency (ies) or condition(s) (Specify).

I do hereby undertake, for the afore-mentioned vessel, **VESSEL'S REPRESENTATIVES** and for myself, to release the Panama Canal Authority and the Republic of Panama from, and to indemnify them against, any loss or damage, or any liability incurred by the Panama Canal Authority or the Republic of Panama under, or in respect to:

- (1) Articles 63 to 74 of the Panama Canal Authority Organic Law (Law No. 19 of June 11, 1997).
- (2) Property of the Panama Canal Authority, or the Republic of Panama; and
- (3) Panama Canal Authority employees to the extent and in the proportion that the above-described circumstances may proximately cause or contribute to a casualty and resulting damages.

By accepting **THE VESSEL** in the above-described circumstances for transit and/or performing **OPERATION(S) IN CANAL WATERS**, the Panama Canal Authority does not, and shall not be deemed to, waive any right against the **VESSEL'S REPRESENTATIVES**, as stated in article 4 of the Panama Canal Authority Navigation Regulation.

It is understood that the obligations assumed by the undersigned, on behalf of the **VESSEL'S REPRESENTATIVES**, shall continue in effect for all transits and/or **OPERATION(S) IN CANAL WATERS** on and after [_____] until such time as the Panama Canal Authority is satisfied that condition(s) noted above has (have) been rectified. It is further understood that this document does not, of itself, grant continuing permission for **THE VESSEL** to transit and/or performing **OPERATION(S) IN CANAL WATERS** the Panama Canal in the above-stated condition.

In case that **THE VESSEL** is having a bunker vessel under compulsory pilotage by the Panama Canal Authority thereto attached while docked or is being moored to a docked vessel while under compulsory pilotage by the Panama Canal Authority, it is understood that the obligations assumed by the undersigned, on behalf of the **VESSEL'S REPRESENTATIVES**, include the commitment by **THE VESSEL** to follow best international maritime industry practices for bunkering operations and taking all measures to avoid pollution of the Panama Canal Waters and surrounding environment. A safety checklist based on an agreed bunkering plan between both vessels shall be employed. As a minimum, the plan and ensuing checklist shall account for grades and total quantities to be transferred, transfer rates and times, pre-transfer checks, communication procedures, responsible parties aboard each vessel, equipment checks during transfer, tank sounding, normal finalization procedures, and emergency operations (including notification of incidents/accidents).

Such permission must be obtained from the Canal Operations Captain for each intended transit until such time as the condition(s) noted above has (have) been rectified. On instances where the release is signed by an agency, the agent affirms that they have obtained proper authorization from **VESSEL'S REPRESENTATIVES** to legally bind them in accordance with the provisions outlined in this document.

Witnessed:

(Authorized ACP Official)

(Title)

(Date)

(Owner/Master/Agent)

(Vessel)