

**STATEMENT OF RESPONSIBILITY, WAIVER, AND UNDERSTANDING  
IN CASE OF STORM THREAT**

This Statement of Responsibility, Waiver, and Understanding in Case of Storm Threat (the "Statement") refers to \_\_\_\_\_ (the "Vessel") and is made on \_\_\_\_\_ (date) by \_\_\_\_\_ (the "Responsible Person") as owner of, owner *pro hac vice* of, agent for, and/or captain of the Vessel.

1) Responsible Person makes this Statement for the benefit of Subbase Drydock, Inc., its owners, employees, agents, contractors, subcontractors, insurers, and attorneys. In this Statement, Subbase Drydock and all of the persons and entities listed in this paragraph shall be referred to as "Subbase."

2) Responsible Person understands that during a storm the Vessel will create risks to herself; to the lives and safety of persons; and to marine and land-based property interests if the Vessel is left on or near the premises of Subbase Dry Dock.

**3) Responsible Person agrees and promises to arrange to have a qualified and experienced crew (including, at minimum, a captain and an engineer) immediately available in St. Thomas between June 1 and November 30 of any year in which the Vessel is at the Subbase facility. At the time this Statement is signed, Responsible Person must provide to Subbase the full contact information (including cellular telephone numbers) for the Responsible Person, the captain and the engineer. Responsible Person further agrees and promises that if a dangerous storm approaches St. Thomas, Responsible Person will order the crew to move the Vessel away from the Subbase facility without demand to do so by Subbase. This is an independent obligation of Responsible Person.**

**Responsible Person's obligation to move the Vessel will also be triggered by a demand to move by Subbase. In case of a demand to move made by Subbase, Responsible Person must move the Vessel within three (3) hours of the demand. The demand by Subbase may be made in person, by telephone, email, text message, radio call, or any other means reasonably calculated to convey the demand. The demand will be effective if delivered to the Responsible Person, the captain, or the engineer. If Responsible Person and Subbase disagree about whether a dangerous storm is approaching; or about how dangerous it is; or about when it will hit; or about when the Vessel must be moved, Responsible Person agrees that the independent judgment of Subbase shall control the decision.**

**Responsible Person promises to monitor weather conditions between June 1 to November 30 and to stay in touch with Subbase regarding weather conditions. Responsible Person is solely responsible for selection of the location to which the Vessel is moved.**

**If Responsible Person fails to promptly take the action required by this Paragraph 3, then Responsible Person gives permission for, and agrees to, the following actions by Subbase that will be required due to failure of the Responsible Person to take action:**

4) By this Statement, Responsible Person gives permission to Subbase to take actions to minimize the risks to the lives and safety of persons and to marine and land-based property interests on or near the premises of Subbase Dry Dock, which actions Responsible Person should be taking but has failed or refused to promptly take. Those permitted actions include, but are not limited to, the following:

a) moving the Vessel to another location that, in the independent judgment of Subbase, is likely to be safer than the Subbase facility;

b) hiring tugs, vessels, contractors, subcontractors, and/or crewmen such as are necessary to move the Vessel;

c) making any temporary or emergency repairs necessary to prepare the Vessel for movement or to maintain her before, during, or after such movement;

d) purchasing, on behalf of and for the account of the Vessel, any materials, equipment, gear, tackle or tools necessary to move or to maintain her before, during, or after such movement;

e) any other reasonable action that, in the independent judgment of Subbase, is prudent to minimize the risks to the lives and safety of persons and to marine and land-based property interests on or near the premises of Subbase Dry Dock.

5) Responsible Person understands that nothing in this Statement obligates Subbase to take or refrain from any action with respect to the Vessel and Responsible Person is and shall remain solely responsible for the Vessel.

6) Responsible Person understands that Subbase is not and shall not be responsible for the Vessel, or for damage caused by the Vessel, as a result of any movement or action done or permitted by this Statement, or as a result of any storm, weather, or sea condition.

Responsible Person waives all claims against Subbase for any action taken or not taken by Subbase that is permitted by this Statement.

7) Responsible Person promises to defend, indemnify, and hold harmless Subbase for and against any and all claims, demands, suits, or other actions by any person or entity related to the exercise by Subbase of the permission given to it by this Statement.

8) Responsible Person agrees to reimburse Subbase for all out-of-pocket expenses incurred by Subbase related to actions that may be taken under this Statement within thirty (30) days of invoice to Responsible Person. In addition, Responsible Person agrees to pay Subbase for all additional work done and materials provided by Subbase related to actions taken under this Statement within thirty (30) days of invoice to Responsible Person. Responsible Person agrees

that such out-of-pocket expenses and additional work and materials constitute marine necessities for the Vessel.

9) Neither this Statement nor any action taken by Subbase pursuant to this Statement shall be deemed to create any ownership interest in the Vessel for the benefit of Subbase. Responsible Person has made this Statement for the purpose of inducing Subbase to haul, store, dock, and/or work on the Vessel between June 1 and November 30 of any year.

By:

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature, as the authorized owner of, owner *pro hac vice* of, agent for, and/or captain of the Vessel.

\_\_\_\_\_  
Date