**HOLD HARMLESS, INDEMNITY AND RELEASE AGREEMENT**

This Hold Harmless, Indemnity and Release Agreement (the “Agreement”) executed on \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2024 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Releasor”) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(address):

Company/Vessel:

In consideration for being permitted to go aboard or sail upon any vessel or to enter upon any premises owned or operated by Stevens Towing Co, Inc. or by its affiliated companies (the “Company”), Releasor hereby releases, waives, and discharges the Company, its officers, directors, attorneys, agents, and employees from all liability to the Releasor or Releasor’s legal representatives, heirs, and assigns, for any and all loss or damage and any claim or damages resulting therefrom, on account of injury to any of the Releasor’s employees, crew members, Invitees, sub-contractors, representatives, agents, heirs, beneficiaries and assigns while aboard or sailing on a vessel owned or operated by the Company, or while in or upon any premises owned or operated by the Company.

The Releasor hereby assumes full responsibility for the risk of bodily injury to or death of the Releasor's employees, crew members, invitees, subcontractors, representatives, agents, heirs, beneficiaries and assigns or for property damage to Releasor’s property while in or upon any vessel or in or upon any premises owned or operated by Company.

Releasor shall defend, release, indemnify, and hold Company harmless from and against any and all losses, liabilities, costs and expenses (including, without limitation, court costs and attorney's fees) arising out of any claim or cause of action by Releasor's employees, crew members, Invitees, sub­contractors, representatives, agents, heirs, beneficiaries and assigns, for personal injury or death that results from Releaser's sole or concurrent negligence.

Releasor shall further be liable for, and shall defend, release, indemnify and hold Company harmless from and against any and all losses, liabilities, costs and expenses (including, without limitation, court costs and attorney's fees) arising out of any claim or cause of action by Releasor, its employees, crew members, Invitees, sub-contractors, representatives, agents, heirs, beneficiaries and assigns for damage to or loss of property or equipment.

Releasor shall further be liable for, and shall defend, indemnify and hold Company harmless, from and against damage to or loss of Company property and for environmental contamination of Company’s property to the extent such damage, loss, or contamination results from Releasor's sole or concurrent negligence. Releasor shall further defend, release, indemnify and hold Company harmless from and against all liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising, or alleged to rise, from or in connection with any third party claim or cause of action for loss or damage (including, without limitation, control, containment, clean-up and removal) from substances that are in Releasor's possession and control or involve the discharge, transportation, storage, or use of Hazardous Materials or Pollutants.

ANY INDEMNIFICATION, DEFENSE, AND/OR RELEASE GRANTED TO COMPANY IN THIS CLAUSE IS TO BE LIBERALLY CONSTRUED AND SHALL APPLY REGARDLESS OF THE CAUSE OF OR REASON FOR ANY SUCH INJURY, DEATH, DAMAGE, LOSS, OR LIABILITY COVERED THEREBY.

For the purposes of the indemnities afforded to Company herein, “Company” shall mean Company, Company’s coventurers and affiliates (and any subsequent assignees of their rights and obligations relating to the area of operations) and their respective shareholders, directors, officers, employees, agents and insurers. The term “Releasor” shall mean Releasor, Releasor’s affiliates; and their respective shareholders, directors, officers, employees, agents, and insurers. “Invitee” shall mean any person whose presence aboard a vessel owned or operated by the Company, or while in or upon any premises owned or operated by the Company, is at the invitation (expressed or implied) of Releasor.

The Releasor hereby acknowledges that if this Agreement must be confirmed as enforceable by any court, Releasor will not oppose any such confirmation. If any part of provision of the Agreement is nevertheless judicially declared invalid, such declaration shall not, have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the part or parts of this Agreement so held to be invalid, void or unenforceable shall be modified to the extent to make this Agreement enforceable.

The undersigned, on behalf of their respective companies, agree to all the terms set forth above, and they have caused this Agreement to be executed by a duly authorized officer or employee as of the day and year set forth above.

 STEVENS TOWING COMPANY, INC:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Releasor:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_