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## CANADIAN COAST GUARD AUXILIARY (CCGA) TOWING ASSISTANCE AGREEMENT AND WAIVER OF LIABILITY

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Please Print.

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I, the undersigned:

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declare being the owner/operator of the vessel:

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registered under the official number or registration or license number:

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do hereby request that the Canadian Coast Guard Ship or the Canadian Coast Guard Auxiliary Unit, as the case may be,

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(hereinafter: the "Search and Rescue Unit or SAR Unit") provides my disabled vessel with towing assistance. In doing so, I declare being of sound body and mind and perfectly aware of the dangers and risks of a towing operation, for myself, for all persons on board the vessel, and for the vessel and its equipment.

I confirm that the Search and Rescue Unit has informed me of the details of the intended towing operation and the SAR Unit expectations from my vessel during the operation, including the requirement not to undertake any manoeuvre or apply the engine or rudder unless it is ordered by the SAR Unit or the SAR Unit has been informed and agreed to the manoeuvre.

**In addition, I have been informed of, and agree to the following:**

- the towing operation will be to the nearest place of refuge, or to a rendezvous position where the tow can be safely transferred;
- if there is a more serious situation elsewhere, the towline will be released or transferred and the towing operation will be ended immediately;
- the SAR Unit may release the towline and end the towing operation if such operation poses risks to its safety of the safety of its crew;
- if adequate commercial assistance reaches the scene, the SAR Unit may hand over the tow. I will be liable to any charges from that commercial resource;
- upon arrival at the nearest place of refuge, the SAR Unit will release the towline and depart and it will be my responsibility to secure my own vessel; and,

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- the Canadian Coast Guard or Canadian Coast Guard Auxiliary, the Department of Fisheries and Oceans Canada, the Government of Canada, Her Majesty the Queen in right of Canada and any of their employees or servants are not liable for damages suffered by my vessel, any of its equipment, its owner, master, operator, person in charge, crew or passengers, if the towing operation has to be abandoned, or if damages occurred despite due diligence and good seamanship practices of the master and crew of the Search and Rescue Unit.

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Name:

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Address:

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Tel.:

Fax:

Cell:

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E-mail:

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Signature:

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Date:

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Name of Witness:

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Address:

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Tel.:

Fax:

Cell:

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E-mail:

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Signature:

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Date:

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**Note to the Commanding Officer of the SAR Unit:**

*If the circumstances do not allow the signature of this document, it should be read to the master or person in charge of the disabled vessel by radio, and their verbal acceptance of this agreement and waiver should be noted in the SAR Unit's logbook. Any electronic recordings of the conversation and agreement shall be retained and safeguarded according to established policy and procedures. In some circumstances it may be preferable to have MCTS communicate with the disabled vessel. Commanding Officers should discuss the circumstances with the MCTS Officer as appropriate.*

# Towing Assistance Decision Flow Chart



