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## ROYAL CANADIAN MARINE SEARCH AND RESCUE (RCMSAR)

### TOWING CONDITIONS AND UNDERSTANDING

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I, the undersigned \_\_\_\_\_  
being the owner/operator/master/person in charge of the \_\_\_\_\_  
registered under the official number or registration or license number \_\_\_\_\_  
do hereby request that the Canadian Marine Search and Rescue vessel \_\_\_\_\_  
(hereinafter: the "Search and Rescue Unit or SAR Unit") provide 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.

I confirm that I am responsible for the safety of the crew and passengers onboard my disabled vessel and that I  
will take all reasonable steps to ensure their safety during towing operation.

**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 or 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,
- Royal Canadian Marine Search and Rescue, the Canadian Coast Guard, 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 the exercise of due diligence and good seamanship practices of the master and crew of the Search and Rescue Unit.

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness (if any):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**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.