

1. The master or owner of the vessel undertakes not to assert any liability or responsibility against the pilot for any loss or damage sustained by the vessel, its master or crew, or by any third party, arising or resulting from the negligence of the pilot in the performance of his/her service. In this case, the pilot shall not claim payment of any pilotage fees due in respect of the vessel concerned against its master or owner.
2. The master or owner of the vessel shall indemnify the pilot for the portion, of the pilot's liability arising from any action taken or any other claim pursued by any third party directly against the pilot by reason of his/her negligence in the performance of his/her service, which exceeds the total pilotage fees paid or payable to him/her in respect of the vessel concerned. In case where the master or owner is found liable to pay compensation to such third party and entitled to limit his/her liability for claims of such third party in accordance with the applicable law, he/she may limit his/her liability for the above-mentioned indemnification either to the applicable limitation amount or in case he/she has paid any compensation to the third party directly, to such amount of limitation after deduction of such payment of compensation to the third party.
3. The provisions of the preceding two paragraphs shall not apply to such personal liability of the pilot as may result from his/her personal act or omission, committed with the intent to cause the loss, or recklessly and with knowledge that such loss would probably result, or any other extreme negligence as is considered to be equivalent to the intent.