



Auburn Municipal Airport Courtesy Vehicle Program – Hold Harmless & Indemnity Agreement

This Agreement is entered into by and between the undersigned participant (“Participant”), Cascade Airframe Repair, Inc., a Washington corporation, dba Cascade Helicopters (“Cascade Helicopters”), the owner of the courtesy vehicle, and the City of Auburn, by and through its Auburn Municipal Airport, the facilitator of the courtesy vehicle program (for purposes of this Agreement, Cascade and the City of Auburn are collectively referred to herein as the “Airport”).

1. **Acknowledgement of Risk:** The undersigned Participant (including any passengers with Participant) acknowledges that participation in the Courtesy Vehicle Program (the “Program”) involves certain inherent risks, including but not limited to the risk of personal injury, property damage, theft, or death. The Participant voluntarily assumes all risks, both known and unknown, associated with the use of any vehicle in this Program.

2. **Release of Liability:** In consideration for being allowed to participate in this Program, the undersigned Participant and any passenger riding with Participant, on behalf of themselves, their heirs, assigns, and personal representatives, hereby waives and releases any and all rights, causes of action, and claims for damages or injury that may accrue to them now or in the future, whether known or unknown, against the Airport, arising from any injury, death, or property damage resulting from the Participant’s use of the courtesy vehicle. This release applies regardless of whether the injury or damage is caused by the negligence or intentional misconduct of the Participant, the Airport or any other party.

3. **Indemnification and Hold Harmless:** The undersigned Participant agrees to indemnify, defend, and hold harmless the Airport (defined above as both Cascade Helicopters and the City of Auburn, by and through the Auburn Municipal Airport), its/their employees, officials, officers, agents, volunteers, and affiliates from any and all claims, damages, liabilities, expenses, costs (including but not limited to attorney’s fees), or actions arising out of or related to the Participant’s use of the courtesy vehicle, including but not limited to:
 - a. Any claim related to the Participant's actions or omissions while operating or riding in the vehicle.
 - b. Any damages, injuries, or losses caused by the Participant’s negligence, misconduct, or failure to follow the instructions provided by the Airport.

4. **Reimbursement for Vehicle Damage or Loss:** The undersigned Participant agrees to reimburse the Airport for any costs associated with the repair or replacement of the vehicle or any part of it that is damaged, lost, or stolen while the vehicle is in the Participant’s possession or control. This includes any direct or indirect costs incurred by the Airport for damages, repairs, or losses, and the Participant agrees to make reimbursement within 30 days of being notified of the damage or loss.



5. Insurance Requirement: The undersigned Participant agrees to maintain primary personal injury and property damage liability insurance that covers Participant's permissive use of the courtesy vehicle while it is in the Participant's possession. The Participant agrees to provide proof of insurance upon request by the Airport and acknowledges that their own insurance will be the primary coverage in the event of an accident or damage. The Participant is advised to consult with their insurance agent to ensure adequate coverage for their use of the vehicle.

6. Valid Driver's License and Fitness to Drive: The undersigned Participant certifies that they are 25 years of age or older, hold a valid, unrevoked driver's license, and are legally authorized to operate the vehicle in Washington State. The Participant further certifies that they are not and will not be under the influence of drugs, alcohol, or any medications that may impair their ability to operate the vehicle safely. The Participant agrees to operate the vehicle in accordance with all applicable traffic laws and regulations and only in the manner for which the vehicle is designed.

The Participant shall not enter into this Agreement or participate in this Courtesy Vehicle Program if their driver's license is suspended, revoked, or if they have any medical condition that could affect their ability to safely operate the vehicle.

7. Voluntary Participation: The undersigned Participant understands that participation in the Courtesy Vehicle Program is completely voluntary, and that the permission granted to use the vehicle may be revoked by the Airport at any time, for any reason, and without prior notice.

8. Notification Requirements: In the event of any accident, damage, injury, or other incident involving the vehicle, the Participant agrees to notify the local police and the Airport immediately and provide full details of the incident. The Participant agrees to cooperate fully with the Airport and any law enforcement agencies in any investigation related to the incident.

9. Severability: If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

10. Attorneys' Fees, Costs, and Venue. If either party must seek legal action to enforce the terms and conditions of this Agreement, the prevailing party in any such action shall be entitled to recover their reasonable attorneys' fees and costs. Venue for any legal action shall be in the King County Superior Court.



11. Vehicle Usage Limitations. Vehicle usage is limited to day use, for a period not to exceed three (3) hours of use and is for local use only, with usage not to exceed more than 50 miles round trip. Participants are required to top off the fuel prior to return. Unless prior arrangements are made, the vehicle is available only during Airport office hours (M-F 8am-5pm).

12. Entire Agreement: This document constitutes the entire Agreement between the parties regarding the use of the courtesy vehicle and supersedes all prior agreements or understandings, whether written or oral, related to this subject.

By signing below, the undersigned Participant and all passengers of Participant acknowledge(s) that they have read, understood, and voluntarily agree to all terms and conditions outlined in this Hold Harmless and Indemnity Agreement.

Signatures Follow

Participant Name (print): _____ Date: _____

Signature: _____ Phone: _____

Passenger Name (print): _____

Signature: _____

Passenger Name (print): _____

Signature: _____

AIRPORT USE ONLY

Driver's License #: _____ Expiration date: _____

Pilot's License #: _____

Insurance Information: _____ Policy Expiration: _____

Date/Time Out: _____ Date/Time In: _____

Odometer Out: _____ Odometer In: _____

**Photo Copy Pilot's License, Driver's License and Proof of Insurance*