

Hold Harmless Agreement (HHA)

Everitt Airport, LLC

Everitt Airfield Association, LLC

(Amended September 1, 2024)

NOTE: This Hold Harmless Agreement (HHA), and the Everitt Airport/Airfield Association Operations and Safety Regulations are available for download at **everittairport.com**; the airport's web site.

1. By signing this Hold Harmless Agreement (HHA), I hereby agree to comply with all Federal Aviation Regulations, in particular Part 91-13, and the Everitt Airport/Airfield Operations and Safety Regulations. All Tract 'B' pilots new to Everitt Airport/Airfield will receive a verbal safety briefing from the Airport Owner. Resident pilots should receive their initial safety briefing from a designated representative from their Airfield Association. I understand that it is my obligation to provide a current copy of this (HHA), and proof of aircraft liability insurance, to Everitt Airport, LLC and Everitt Airfield Association, LLC prior to use of the Airport. I further acknowledge that the regulations described in this document may be amended from time to time and that it is my responsibility to review these operations and safety regulations prior to use of the airpark.

2. I fully understand that an up-to-date copy of this HHA must always be on file with Everitt Airport, LLC and with the Everitt Airfield Association, LLC prior to permission being granted for my use of the airport/airfield. It is my responsibility to notify Everitt Airport, LLC and Everitt Airfield Association, LLC prior to any changes in personal, aircraft, or insurance information. I can contact Everitt Airport, LLC by emailing fragilexband@msn.com or the Everitt Airfield Association, LLC by emailing EVERITTAIRFIELD@AOL.COM.

3. All aircraft conducting flight operations at Everitt Airport/Airfield must maintain a minimum of **\$1,000,000 Liability Insurance**, and have, a **Radio Communications Transceiver and ADS-B Out** installed in their aircraft.

4. **CAUTION:** Shared use taxiways are in effect at Everitt Airport/Airfield. Be advised that vehicles may be present on or near runways and taxiways. There is also a significant chance that **wildlife could be feeding on or in close proximity to the runways and taxiways**. In addition, Everitt Airport/Airfield is also a residential equestrian community and the possibility exists for the presence of unauthorized off-road vehicles, pedestrians, pets, and horses on runways and taxiways. I understand that at any time, Everitt Airport/Airfield could be rendered unsafe for aircraft operations by acts of nature, the

intentional or unintentional actions of people, the presence of wildlife or domestic animals, or any combination thereof. It is the responsibility of the pilot-in-command of any aircraft using Everitt Airport/Airfield to determine the airport/airfield to be safe for aircraft operations as stated in FAA Regulations Part 91-13.

NOTE: Use of privately owned Everitt Airport/Airfield is **AT ONE'S OWN RISK**.

5. The following FAA pilot and aircraft requirements are necessary to conduct flight operations at Everitt Airport/Airfield:

- a. Valid Pilot Certificate or Light Sport Aircraft (LSA) documents as required.
- b. Current flight review or equivalent, if required.
- c. Current pilot medical certificate, if required.
- d. FAA required onboard documents and current annual inspection for operating aircraft.
- e. At minimum, **ADS-B Out** collision avoidance Instrumentation installed in aircraft.
- f. A minimum of **\$1,000,000** Liability Insurance.

6. By signing this HHA, and in consideration of being permitted to use Everitt Airport/Airfield facilities, I agree that Everitt Airport, LLC, Everitt Airfield Association, LLC, nor their officers, directors, agents, employees, shareholders of record, membership interest owners, or land owners shall, at any time or to any extent whatsoever, be liable, responsible, or in any way accountable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by any person arising out of the use or occupancy of the airport or its facilities. I also agree to indemnify, defend and hold Everitt Airport, Everitt Airfield Association, LLC, their officers, directors, agents, employees, shareholders, membership interest owners, members and property owners free and harmless from and against any and all claims, liability, loss damage or expense whatsoever, including attorney's fees, arising out of or resulting from any use of the airport/airfield or any portion thereof by myself, my passengers, guests, invitees, agents, or employees. I hereby waive all claims arising in connection with Everitt Airport, LLC, Everitt Airfield Association, LLC, their officers, directors, agents, employees, shareholders, membership interest owners, members and property owners for any death or bodily injury to you, your passengers, guests, invitees, agents or employees and damage to aircraft or other personal property on or about the airport or any portion thereof from any cause or reason whatsoever, including, but not limited to, resulting from the negligent design, inspection, repair and maintenance of the airport, its runways, taxiways, tie downs, and hangars.

7. I agree and acknowledge that the terms and conditions of this HHA shall continue in full force and effect now and in the future at all times during which I participate, either directly or indirectly, in any activity at Everitt Airport/Airfield and shall be binding upon my heirs, executors and administrators of my estate. If any provision of this agreement is found to be unenforceable or invalid, that provision may be severed from this agreement; however, the remainder of this agreement shall remain enforceable. I hereby fully accept the contents of this agreement and agree to be bound by the conditions set forth above. In addition, I understand permission to use the Airport/Airfield can be revoked at anytime for any reason by Everitt Airport, LLC and/or by the Everitt Airfield Association, LLC.

(Printed Name)

(signature)

(Date)

(Address-City, State, Zip Code)

(Telephone Number, Cell Phone)

(Aircraft Type) (Aircraft Tail N #) (Airman's Certificate #)

(Insurance Company) (Insurance Policy #) (Insurance Start Date & Renewal Date)

(Everitt Airport/Airfield/Association - Name of Sponsor) & (Sponsor Telephone/Cell Number)

NOTE: All pilot members based at Tract 'B' must give Everitt Airport, LLC a paid 30 day advanced Notice To Vacate.

Prior to using the Airport/Airfield, please sign, date, and return your HHA within 24 hours to: Everitt Airport, LLC and Everitt Airfield Association, LLC . It is the responsibility of the pilot/user to confirm receipt of this document by the aforementioned entities.

Everitt Airport, LLC Email: fragileband@msn.com - Telephone: 303-841-5279

Everitt Airfield Association, LLC Email: EverittAirfield@AOL.COM - FAX: (303) 841-1999