

CONSENT AND HOLD HARMLESS AGREEMENT

WHEREAS, this Agreement is entered on _____, 20_____, by and between **THE PRYOR FIELD AIRPORT AUTHORITY**, hereinafter referred to as the “**AUTHORITY**,” and the undersigned, hereinafter referred to collectively as “**OWNER**,” regarding the Authority’s consent to allow Owner to conduct certain temporary flight operations of Owner’s powered parachute, glider, ultra-light, or other similar non-standard aircraft, hereinafter referred to generally and collectively as “**AIRCRAFT**,” at Pryor Field Regional Airport in Limestone County, Alabama, hereinafter referred to as the “**AIRPORT**.”

AND WHEREAS, the Airport contains one main paved runway designed to accommodate regular takeoffs, landings and other aeronautical activities by airplanes, helicopters, and other standard aircraft, together with certain unpaved areas in between and around said runways which are not designed to accommodate standard flight operations.

AND WHEREAS, Owner contends that Owner’s Aircraft cannot be operated safely from or upon such paved runways, and Owner has requested special permission to temporarily operate Owner’s Aircraft from or upon said unpaved and non-runway areas to land, takeoff, or otherwise conduct a flight operation or other aeronautical activity with Owner’s Aircraft.

AND WHEREAS, although the Authority is responsible for the development and growth of the Airport and providing beneficial aviation services to accommodate all aircraft situated at the Airport, the Authority does not wish to assume any liability of any kind, character or nature for the Owner’s safety or the Aircraft or create any relationship between Owner and the Authority whatsoever if Owner is granted consent to operate Owner’s Aircraft at the Airport.

AND WHEREAS, in exchange for the Authority’s said consent, Owner has agreed to waive any claim whatsoever Owner might have, or Owner’s insurance company or any parent, child, heir, successor, assign, employee, licensee, guest or other party claiming by, for, or through Owner might have, against the Authority or the Airport for any damage caused to, inflicted upon or otherwise incurred or suffered by Owner or Owner’s Aircraft which relate in any way to the operation of Owner’s Aircraft from or upon said unpaved and non-runway areas at the Airport.

WHEREFORE, in consideration of the premises, the Authority and Owner do hereby mutually covenant and agree as follows, to-wit:

1. Authority consents and hereby authorizes Owner to operate Owner’s Aircraft and conduct certain limited flight operations from or upon said unpaved and non-runway areas at the Airport, subject to the terms and conditions contained herein and published in airport regulatory documents such as but not limited to; Airport Rules and Regulations, and Minimum Standards.
2. Owner expressly acknowledges and agrees the Authority’s consent is limited exclusively to standard takeoff and landing of Owner’s Aircraft from or upon said unpaved non-runway areas at the Airport situated east of and adjacent to Runway 18/36 at the Airport during daylight hours

3. Owner acknowledges the Airport is a non-towered airport that is uncontrolled and flight activity is not managed or monitored by the Authority or any other entity, and as such, all aircraft, regardless of classification, conducting any flight activity to, from, and upon the Airport are and shall be responsible and required to conduct all flight activities safely and in conjunction with other aircraft operating in the area, including, but not limited to, the obligation to properly announce on the Airport's common radio frequency such aircraft's location and flight activity intention only, and Owner shall not be permitted to conduct any flight operations with Owner's Aircraft from or upon any other non-runway area at the Airport at any other time.
4. Owner agrees Owner is operating a non-standard aircraft and conducting a flight activity from or upon a non-runway area which could potentially be in conflict with or create a safety issue for other aircraft conducting flight operations from or upon the Airport runways, and as such, Owner expressly agrees and covenants to the Authority that the Owner has a higher duty, responsibility, and obligation to other aircraft operating in the area and Owner must be extra cautious and diligent to operate Owner's Aircraft in a proper and safe manner and properly communicate with other aircraft operating in or near the Airport or the Airport environment.
5. The Authority makes no representation of warranty whatsoever of any kind, character, or nature, expressed or implied that any of the non-runway areas at the Airport are safe or adequate to accommodate any flight operation or activity or otherwise suited for Owner's intended purpose.
6. The Authority shall have no duty, obligation, responsibility, requirement, or other liability to maintain any of the non-runway areas, and Owner expressly agrees Owner shall be solely responsible, at Owner's time and expense, to properly and thoroughly inspect the non-runway area where Owner intends to operate prior to conducting any flight activity.
7. Owner agrees Owner shall be deemed and considered in legal possession and control of Owner's Aircraft at all times, including, but not limited to, the towing or other movement of the Aircraft to and from the flight activity area, and Owner shall and does hereby expressly agree to assume all liability and responsibility for Owner's Aircraft and the operation of same.
8. Owner covenants to the Authority that the Authority shall have no liability, obligation, or responsibility whatsoever to Owner or to anyone else for Owner's Aircraft or Owner's operation of same, at any time, and Owner expressly waives for Owner, and any person or entity claiming by or through Owner, any claim of loss or damage of every kind, character and nature that Owner or Owner's insurance company or any other person, or entity might have which relates or could relate in any way to Owner's Aircraft or Owner's flight activity at the Airport.

9. Owner agrees Owner shall comply with all rules and regulations of the Authority and every other federal, state, county, municipal, or other government authority, domestic, or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof having jurisdiction over the Airport, including, without limitation, the Federal Aviation Administration, the United States Environmental Protection Agency, the Alabama Department of Environmental Management, the County of Limestone County, and to any successor thereof.
10. Owner covenants and agrees to indemnify, save and hold the Authority and all of its directors, officers, employees, agents and representatives harmless from and against any and all liabilities, damages, claims, actions or other losses of any kind, character, or nature whatsoever incurred by the Authority arising in any way from or otherwise attributable to or in connection with any act or event occurring upon or affecting any part of the Airport directly or indirectly resulting from, attributable to, or otherwise arising out of any act or failure to act of Owner or any employee, agent, representative, customer, patron, or invitee of Owner, or Owner's operation of Owner's Aircraft or conduct of any flight activity at and upon the Airport or the towing, movement, operation, and storage of same, including, but not limited to, any damage, injury, loss or destruction of the Airport or any portion thereof, or any injury to, or the death of, any person or any damage to any aircraft or other property of any kind at or upon the Airport, or in any manner growing out of or connected with the use, non-use, condition or occupation or operation of Owner's Aircraft at the Airport or any part thereof, or any other act or event occurring upon, or affecting, any part thereof, and Owner expressly agrees all such payments and indemnification shall include, but shall not be limited to, reasonable attorney's fees and expenses of the Authority.
11. The execution of this Agreement or the performance and observance of the terms hereof or any other act or forbearance done or taken in connection herewith, shall not operate or be construed to form a partnership, joint venture, or other relationship of any kind between the Authority and Owner or to constitute Owner as an agent of the Authority or establish any agency or other relationship whatsoever between the Authority and Owner.
12. Owner is and shall be deemed and considered an independent contractor and shall not act or be considered in any way as an agent of or have any relationship whatsoever to the Authority, and the Authority shall not by virtue of this Agreement or the exercise of its rights or performance of duties hereunder assume any duty or obligation that would make the Authority directly, indirectly, or otherwise derivatively liable for the accidental, negligent, or reckless conduct or willful misconduct of Owner or any employee, agent, representative, customer, patron, or invitee of Owner.
13. Owner shall at all times while at or upon the Airport maintain such insurance coverage as required by the Authority and keep the Airport area used by Owner in a reasonably safe condition and operable manner, and Owner shall, at Owner's expense, immediately make all necessary and proper repairs to any other aircraft or

- any portion of the Airport damaged by Owner or Owner's Aircraft or otherwise related to or in connection with Owner's flight activity at or upon the Airport.
14. Notwithstanding whether or not correctly stated herein or in any other related document, the intent of the parties is simply to allow Owner to operate Owner's non-standard Aircraft off of the Airport's designated runways and from certain unpaved and non-runway areas at the Airport for a limited period of time during daylight hours with no liability or obligation whatsoever imposed upon the Authority or any other party.
 15. Owner covenants that Owner is properly insured and has the lawful authority to waive any and all claims against the Authority that relate or could relate in any way to Owner's flight activity at the Airport, and to indemnify, save, and hold the Authority harmless from same.
 16. Owner specifically agrees all indemnifications and protection afforded hereunder shall begin upon Owner's execution hereof, and all indemnifications, covenants, and warranties contained herein shall continue and shall not cease after the Aircraft has been removed from the Airport.
 17. Owner agrees this Agreement shall be interpreted under and pursuant to the laws and statutes of the State of Alabama, and venue for any legal or other proceeding regarding this agreement or any matter related hereto shall be in Limestone County, Alabama.
 18. Owner specifically waives any right to trial by jury on any claim, counterclaim, setoff, demand, or cause of action arising out of or in any way pertaining or relating to this agreement or any other instrument or document executed or delivered in connection therewith or in any way connected with or pertaining or related to or incidental to any dealings or transactions of the parties related thereto or contemplated thereby or the exercise of either party's rights and remedies thereunder, whether now existing or hereafter arising, and whether same shall be in contract, tort or otherwise.
 19. Owner acknowledges any forbearance by the Authority to exercise any right or remedy the Authority might have hereunder or in any other related document or at law or in equity shall not constitute or be considered as a waiver or preclude the exercise of any right or remedy such party might have herein or in any other related instrument or at law or equity or otherwise.
 20. Time is of the essence regarding the complete and prompt compliance with all terms and conditions set forth herein, including, but not limited to, the timely indemnification of the Authority and payment of any charge, cost, expense, or other sum due to the Authority hereunder.

21. This Agreement and all of the covenants, warranties, terms, conditions, indemnifications, and all other provisions set forth herein shall inure to and be forever binding upon Owner, the Authority, and their respective heirs, executors, administrators, successors and assigns, and such indemnification and protection shall include, but not be limited to, reasonable attorney's fees.
22. Owner expressly agrees the Authority's consent shall be deemed a privilege limited exclusively to Owner and Owner's specific Aircraft designated herein below, and this Agreement is not and shall not be assignable in any way to any other person or entity without the prior written consent of the Authority, which consent may be withheld for any reason.
23. This Agreement contains all the terms, conditions and agreements of the Authority and Licensee, and no amendment of this Agreement shall be valid or enforceable unless in writing and signed by Licensee and the Authority.
24. All terms, conditions, and provisions contained herein shall be interpreted in such manner as to be effective and valid under applicable law, and if any particular clause, term, covenant or provision hereof is adjudged to be invalid, illegal, or unenforceable in any respect, only such provision shall be ineffective and only to the extent of such prohibition or invalidity, and the validity of the remaining covenants, agreements, conditions, and provisions contained herein shall in no way be affected or prejudiced thereby and shall remain binding and enforceable upon all parties to it.

IN WITNESS WHEREOF, the Authority and Owner have caused this instrument to be duly executed under the seal of the day and date first written above.

BY ADAM FOUTZ
As Its Manager

OWNER'S SIGNATURE

PRINTED NAME OF OWNER

OWNER ADDRESS