

Release, Indemnity and Assumption of Risk Agreement | Unmanned aircraft systems

ASU means the State of Arizona, and its agencies, agents, boards, commissions, departments, employees, officers, officials and universities.

Operator shall refer to the company or individual operating the UAS.

Release shall refer to this Release, Indemnity and Assumption of Risk Agreement.

UAS shall refer to unmanned aircraft systems, and shall include, but are not limited to drones, model aircraft, unmanned flying vehicles and unmanned helicopters.

The operator has requested permission to operate a UAS on or above ASU property or as part of an ASU sponsored activity on a third party's property. In consideration for ASU granting this request, by signing below, the operator agrees to the following:

1. Recognizing that operating a UAS is an inherently dangerous activity, and operator agrees to assume all risk and responsibility for such activities. The operator will be responsible for all damage to property, injury to persons, loss, expense, inconvenience, attorney's fees and delay which may be caused by, or result from, the use of the UAS or from any act or omission of the operator, its subcontractors, officers, agents or employees.
2. To the extent permitted by law, the operator agrees to release, defend, hold harmless and indemnify ASU, Arizona Board of Regents, Arizona State University and their regents, departments, officers, employees and agents for, from, and against any present or future harm, claim or liability arising from or relating to the operation of UAS. This release covers all events and occurrences associated with the operations of UAS on or off ASU property.
3. Operator understands and agrees to comply with all applicable local, state, and federal laws and regulations, ASU's policies and procedures, including but not limited to ASU's UAS policy and procedure, the Student Code of Conduct, as well as its policies pertaining to smoking and tobacco, drug and alcohol, and noise. ASU reserves the right to have any individual associated with the UAS operations ejected from the property for disrupting the operations and functions of ASU or for being offensive or derogatory to students, faculty, staff or guests of ASU.
4. By signing this release, operator acknowledges and represents that:
 - (i) Operator has read the above Release and Indemnity Agreement.
 - (ii) Operator understands and signs it voluntarily as the operator's own free act and deed.
 - (iii) No oral representations, statements or inducements, apart from the foregoing written agreement, have been made.
 - (iv) Operator is at least eighteen years of age and fully competent to sign this release.
 - (v) The signor below is authorized to sign this release on behalf of the operator.
 - (vi) Operator executes this release for full, adequate and complete consideration fully intending to be bound by the same.
5. This release is governed by the laws of the State of Arizona without regard to any conflicts of laws principles. Any proceeding arising out of or relating to this release will be conducted in Maricopa County, Arizona. Operator consents to such jurisdiction and waives any objection it may have to venue or convenience of forum.

Signature of operator: _____

Date: _____