



**I.
LICENSE FOR USE OF FLYING FIELD**

I acknowledge the City is permitting use of the Flying Field by Members of North East Speed Addicts Chapter #5334 Of The Academy Of Model Aeronautics (“NESA/AMA”) and authorized guest pilots for a fee submitted to the City.

I ACKNOWLEDGE THE RISKS ASSOCIATED WITH THE ACTIVITIES, AND IN FURTHER CONSIDERATION FOR USE OF THE FLYING FIELD, I DO HEREBY RELEASE, AGREE TO HOLD HARMLESS AND TO INDEMNIFY THE CITY, ITS OFFICIALS, DEPARTMENTS, OFFICERS, AGENTS, AND EMPLOYEES, IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS (INCLUDING CLAIMS FOR ATTORNEYS’ FEES AND COSTS OF COURT), SUITS, DEMANDS, CAUSES OF ACTION OR ALLEGED CAUSES OF ACTION WHICH MAY ARISE, OR MAY BE ALLEGED TO HAVE ARISEN, FROM THIS LICENSE OR USE OF THE FLYING FIELD IN ANY MANNER, INCLUDING THE OPERATION OF DRONES AND OTHER AIRCRAFT, DEVICES OR TOYS, THEFT, DAMAGE TO PROPERTY, INJURY TO PERSONS, COLLISION, FIRE, ACTS OF GOD, ETC., AND INCLUDING LIABILITY, CLAIMS, SUITS, DEMANDS, OR CAUSES OF ACTION WHICH ARISE, OR WHICH ALLEGEDLY AROSE, FROM THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, OR OFFICIALS, INCLUDING THE SOLE NEGLIGENCE OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES, OR OFFICIALS.

Operator further acknowledges and agrees to the following:

- The City grants a nonexclusive revocable license to Operator for the use of the Facilities.
- No person shall be allowed to participate in Activities without a signed release to the City. Any Operator allowing a person to participate without a signed release may have their license revoked.
- Guest Pilot(s) shall be accompanied by a Member at all times on the Flying Field.
- Operator shall be responsible for any injury or damage caused by a guest pilot accompanied by the Operator.
- Operator assumes the responsibility of seeing that any guest pilot has executed a release and adheres to all park rules, including the Flying Field Rules.
- Operator shall promptly report to City any defects or dangerous conditions it discovers on or concerning City property, and shall cease any such use of same until such defect or condition is repaired or cured by the City.
- Operator shall promptly report all injuries and damage to any property that occurs as a result of any action related in any manner to the use of the Flying Field.



II. FLYING FIELD OPERATIONAL AND SAFETY RULES

Operator acknowledges and agrees that strict compliance with the Flying Field Rules stated herein is required at all times.

- The Flying Field is intended for, and is limited to, aircraft of 20 pounds or less. The City endorses and will enforce Safety First, Common Sense, and Courtesy policies on the Flying Field.
- All model aircraft and drone operations will be in accordance with a nationally recognized safety code. The City has adopted the official Academy of Model Aeronautics (“AMA”) safety code as its guidelines for operational standards at the City’s Flying Field, as may be amended herein, pursuant to City codes, or in accordance with other Flying Field rules determined by the City to promote safety, common sense and courtesy.
- All Operators must have a current AMA card, or if a guest, be under the supervision of a pilot with a current AMA card when flying. Operator acknowledges Operator has read and will comply with all AMA safety rules and regulations.
- Flight operations will be allowed during the scheduled park hours unless written permission is requested thirty (30) days prior to any event requiring additional operating hours.
- Flight operations shall stop during electrical storms. Further, flight operations shall stop when the wind velocity exceeds 35 mph, regardless of wind direction. This rule pertains to all use of the Flying Field, including special events and daily use.
- The City has adopted AMA guidelines for Flying Field site specifications. To ensure the safety of all park users and nearby residents, all aircraft must maintain a minimum safety zone from any roads, buildings, or other area near the Flying Field where people or property may be found. This includes, but is not limited to, jogging paths, picnic areas, lakes or other outdoor fields for recreational use. These rules must be strictly adhered to even if there are no people visible in any of these areas. This rule must also be strictly adhered to for any special events that may be held at the Flying Field as well as daily use by the pilots.
- Flying beyond the designated boundaries of the Flying Field is prohibited. This includes any special events that may be held at the Flying Field as well as daily use by the pilots.
- Electric aircraft are permitted. NESAs/AMAs may petition the City to allow other aircraft at special events which do not conform to these rules at least ninety (90) days prior to such event to allow the City to investigate whether such exception should be granted. Failure to make such petition within the designated time limit will result in automatic denial of the exception. Exceptions shall not be routinely granted.
- The possession or consumption of alcoholic beverages is strictly prohibited at the Flying Field.
- Only pilots and assistants are allowed on the flight line. No children or animals are permitted beyond the spectator area unless under adult supervision that prevents interference with or disruption to other Operators. Animals must be leashed.



- A line or lines (Safety Flight Line) shall be established and indicated by cones or other markings for all Activities, one side of which is for flying and the other side of which is for pilots, helpers, spectators, joggers, streets and homes. Deliberate flying behind the Safety Flight Line is prohibited. Markings shall not cause damage to the Flying Field.
- Only qualified pilots or instructor pilots may fly without assistance.
- Aircraft shall be operated only in designated areas. Pilots shall not violate the “No Fly” zones, including the safety zone described above.
- Aircraft that makes an emergency landing or becomes stalled on the runway should be retrieved as quickly and as safely as possible. Intent to walk across the flight line or onto the runway shall be announced prior to doing so.
- Compliance with these Operational and Safety Rules is the responsibility of the Operator. It is also the responsibility of each Operator to ensure that their guests’ conduct is in also in accordance with these rules.
- ALL OPERATORS AND THEIR GUEST PILOTS MUST READ, AGREE TO BE BOUND BY, AND SIGN A RELEASE AND ACKNOWLEDGEMENT OF THESE RULES, AND THE SANCTIONS FOR SAME, BEFORE BEING ALLOWED TO FLY AT THE FLYING FIELD. THERE ARE NO EXCEPTIONS TO THIS RULE. FAILURE OF AN OPERATOR OR OPERATOR’S GUEST PILOT TO SIGN AND AGREE TO BE BOUND BY THIS ACKNOWLEDGMENT AND RELEASE SHALL RESULT IN A REVOCATION OF THIS LICENSE AND AUTOMATIC PROHIBITION FROM FLYING AT THE FLYING FIELD.

III.

GENERAL PROVISIONS APPLICABLE TO USE OF CITY PROPERTY

Operator further acknowledges and agrees to the following:

- The City reserves the right to amend the safety rules at its sole discretion to ensure its Safety First, Common Sense, and Courtesy policies, notwithstanding any other provisions in this Agreement. Operator’s and NESA/AMA’s continued use of the Flying Field shall be deemed acceptance thereof.
- The City reserves the right to suspend any and all flight activities whenever the Director of Parks and Recreation or designee determines that the public safety and welfare are in jeopardy or endangered. Upon reasonable notice to NESA/AMA, the City also reserves the right to close the Flying Field even during the operational hours and may make alternate plans for the use of replacement premises or facilities.
- Use of the Flying Field is not exclusive and that the City may utilize the Flying Field for other recreational use or events. In such event, the City shall give the NESA/AMA thirty (30) days notice and NESA/AMA shall be responsible for notification to its members of same.



- The City, as the owner, shall be permitted and has the right to make, at its own expense, any alterations or additions to any of the premises listed in Exhibit "A," notwithstanding any provision of this Agreement.
- **IMMUNITY.** Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of the CITY under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, the CITY does not waive nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Nothing in this Agreement shall be construed so as to create or grant any rights or interest in any person not a party to this Agreement, nor shall this Agreement be construed to create any third-party beneficiary hereto.
- **NOTICE.** Each notice or other communication which may be or is required to be given as a condition for this license shall be in writing and shall be deemed to have been properly given when delivered by e-mail or personally during the normal business hours of the party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, to the appropriate one of the following persons and addresses as may be designated below; however, City or operator may provide a different address by giving the other party fifteen (15) days prior written notice of such designation:

EXHIBIT "A"

