



South Carolina State Ports Authority

Release, Indemnity, and Assumption of Risk Agreement for Unmanned Aircraft Systems

ABR means SCPA's Annual Business Registration Program and insurance requirements.

SCPA means the South Carolina State Ports Authority, an instrumentality of the State of South Carolina.

MTOS shall mean SCPA's current Marine Terminal Operator Schedule No. 8, as may be amended from time to time, or its successor. MTOS in this Release is applicable to all SCPA terminals and properties, including but not limited to SCPA's headquarters building.

Operator shall refer to the company and/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 SCPA property or as part of an SCPA sponsored activity on a third party's property. In consideration for SCPA 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, invasion of privacy complaints, loss, expense, penalties, fines, costs, inconvenience, attorney's fees and delay which may be caused by, arise out of, relate to, or result from, the use of the UAS or from any act or omission of the Operator, its subcontractors, officers, agents, representatives, or employees.
2. The Operator agrees to and shall release, defend, hold harmless and indemnify SCPA and its officers, employees, directors, representatives, and agents for, from, and against any present or future harm, claim or liability arising out of or relating to the operation of UAS. This release covers all events and occurrences associated with the operations of UAS on or off SCPA property.
3. Operator understands and agrees to comply with all applicable local, state, and federal laws and regulations, SCPA's policies, procedures, rules and regulations, including but not limited to the MTOS, ABR, SCPA's UAS policy and procedure (if any), as well as its policies pertaining to smoking and tobacco, drug and alcohol, and noise. The MTOS and ABR are incorporated by reference into and made a part of this Release. This Release, the ABR, and MTOS shall be read to be consistent and complimentary. Any conflict among this Release and the ABR or the MTOS shall be resolved by giving priority to this Release. Operator acknowledges and agrees that all persons and entities entering upon any of SCPA's terminals and other properties are subject to the terms and conditions of the MTOS. SCPA reserves the right to have any individual associated with the UAS operations ejected from any of its properties for disrupting the operations and functions of SCPA or for being offensive or derogatory to employees, guests, adjacent property owners, and invitees of SCPA.
4. SCPA MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY OF ANY SCPA PROPERTIES OR AS TO THE CONDITION OF ANY SCPA PROPERTIES OR ANY EQUIPMENT OR MECHANICAL APPARATUS OR STRUCTURE OR IMPROVEMENTS CONSTITUTING ANY PORTION OF ANY SCPA PROPERTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Operator warrants that Operator currently carries either Aircraft Liability, Drone/UAV Insurance, or Commercial General Liability Insurance that does not exclude coverage for liability related to drone activities. Operator agrees to provide the SCPA with a Certificate of Insurance evidencing that coverage and to name the SCPA as an additional insured on that liability insurance policy.
6. By signing this release, Operator acknowledges, represents, warrants, and covenants that Operator has a current and valid remote pilot certificate as required by law and that each of its UAS complies with all applicable laws and regulations.
7. By signing this release, Operator acknowledges, represents, warrants, and covenants that:
 - (i) Operator has read this Release.
 - (ii) Operator understands and signs this Release voluntarily as the Operator's own free act and deed.
 - (iii) No oral representations, statements, or inducements, apart from this Release, 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.
8. Should any part, term, or provision of this Release be, by any Court, declared to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions of this Release shall not be affected.
9. This Release and any matter arising out of or relating to this Release is governed by the laws of the State of South Carolina without regard to any conflicts of laws or choice of law principles. Any proceeding arising out of or relating to this release will be conducted in the State courts of the State of South Carolina located in Charleston County, South Carolina. Operator consents to such jurisdiction and waives any objection it may have to venue or convenience of forum.

IN WITNESS WHEREOF, the Operator has executed, or caused its authorized representatives to execute, this Release as of its date of signature below.

Operator:

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Witness to above Company Signature: _____

Print Name: _____

Individual Operator Signature: _____

Print Name: _____

Date: _____

Witness to above Individual Signature: _____

Print Name: _____