

## Unmanned Aircraft Systems Release, Hold Harmless, and Indemnity Agreement

**UAS Planned Use:** \_\_\_\_\_

**Location of Planned Use:** \_\_\_\_\_

**Date(s) of Planned Use:** \_\_\_\_\_

In consideration of being allowed to operate Unmanned Aircraft Systems (UAS) on Kansas State University (“University”) property and/or University sponsored events relating to the Planned Use and corresponding Dates, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Operator and the University agree as follows:

1. University grants to Operator and, if applicable its employees, contractors, agents, and licensees, the limited right to reasonably enter, remain on, and occupy the Property during the Dates of Planned Use with personnel and equipment for the Planned Use and undertaking related activities.
2. University provides Operator with limited rights to access the Property for the Planned Use, provided that the Property can be utilized without disrupting normal University activities. Notwithstanding the foregoing, access to and entry in employee and student offices; academic classrooms, laboratories, lecture halls; residence halls, and other places where a reasonable expectation of privacy exist is specifically prohibited.
3. Notwithstanding this Agreement, the day-to-day control, operation, use, and management of the Property remain the responsibility and function of the University. The University reserves the right to make all final decisions relating to the use of the Property. Should Planned Use prove disruptive to the operations of the University, Operator shall immediately cease operations until such time that Operator is able to satisfactorily demonstrate to University that it can proceed in a manner that is not disruptive to University.
4. Operator understands and agrees to comply with all applicable local, state, and federal laws and regulations, and University policies and procedures, including but not limited to the University’s UAS Policy – PPM 7860<sup>1</sup>. The University reserves the right to remove any individual associated with the Planned Use from its Property for disrupting the of University or for otherwise violating the foregoing laws, regulations, policies, or procedures.
5. Operator is responsible for, and shall obtain all permits and licenses, which are required by federal, state, and local law.

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<sup>1</sup>PPM 7860 may be viewed at [k-state.edu/policies/ppm/7800/7860.html](http://k-state.edu/policies/ppm/7800/7860.html)

6. Operator understands and agrees it is responsible for all damage to property, injury to persons, loss, expense, inconvenience, attorney's fees, and delay (collectively, "Harm") which may be caused by, or result from, any act or omission of Operator, its subcontractors, officers, agents, or employees. Operator shall defend, indemnify, and hold harmless the University, the State of Kansas, the Kansas Board of Regents and all their employees, agents, officers, and volunteers with respect to all claims, suits, and actions of any nature, or alleging Harm of any nature, resulting from, arising out of, or related to the acts or omissions of Operator or its employees, contractors, agents, and licensees. The University has no obligation to and will not indemnify, defend, or hold harmless Operator, its employees, contractors, agents, and licensees with respect to any act or omission, or any Harm resulting therefrom, of the University, the State of Kansas, the Kansas Board of Regents and all their employees, agents, officers, and volunteers

7. The Operator represents and attests that it has appropriate insurance coverage in an amount no less than \$2 million to cover its activities relating to the Planned Use, shall maintain such insurance coverage at its sole cost and expense, shall provide the insurance information requested below, and will provide written proof of such insurance upon request.

8. The Operator shall be responsible for all equipment, merchandise and other personal property brought onto University property for the Planned Use. The University shall not be responsible for any damage to or loss of any equipment, merchandise, and other personal property belonging to the Operator, or any of its representatives, employees, agents or subcontractors.

9. Operator acknowledges that UAS operation is a dangerous activity with the potential for death, serious injury, and/or property loss, and Operator assumes those risks. Operator understands that UAS operation include unexpected and unforeseen risks and assumes all such associated risks. Operator agrees to release and hold harmless the University, the State of Kansas, the Kansas Board of Regents and all their employees, agents, officers, and volunteers from any and all liability for negligence or any other claim, demand, action, judgment, loss, liability, cost, and expense (including without limitation, attorneys' fees and costs) arising out of or in relation to the Planned Use, including any claim arising out of or in relation to, whether directly or indirectly, any injures or illness, mental or physical, damage or loss to person or property that Operator may suffer during the Planned Use.

10. Operator will maintain records sufficient to accurately document its performance of this Agreement and the Planned Use as required by applicable law, including but not limited to costs claimed to have been incurred and anticipated to be incurred. University and, if applicable, the federal government will have access to the records of Operator for the purpose of determining compliance with this Agreement. Operator will retain all such records, for a minimum of seven years following termination of this Agreement, or such longer period as may be required by applicable laws or to resolve any audit, review, or controversy.

11. If any provision of this Agreement or the application of its provisions to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision or person or circumstances other than those as to which it is held invalid, or unenforceable, will not be effected and will continue in full force.

12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. It is the intention of the parties to this Agreement that no third parties shall have the benefit of or any rights under any of the provisions hereof.

13. This Agreement does not create an actual or apparent agency, joint venture, partnership, or employee and employer relationship between the parties.

14. Failure of either party to insist upon the strict performance of any term in this Agreement will not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, or other terms.

15. The Provisions found in Contractual Provisions Attachment (Form KSU-146a, Rev. 3-18), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

I acknowledge that I have read this Unmanned Aircraft Systems Release, Hold Harmless, and Indemnity Agreement in its entirety, fully understand its contents, and agree to the same. I further acknowledge that I am of at least eighteen years of age, and that I have signed this document voluntarily and of my own free will.

\_\_\_\_\_  
Operator Signature

\_\_\_\_\_  
Insurance Carrier

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Insurance Effective Date