
SAFETY AND RISK SERVICES

Unmanned Aircraft Operations (UAS) Hold Harmless Agreement

Planned Use: _____

Property: _____

Date: _____

This UAS Hold Harmless Agreement ("Agreement") is entered into as of _____, 20____, by and between The University of Oregon ("University") and _____ ("Operator") for Operator's use of the Property in connection with the Planned Use. In consideration of your ability to operate a UAS on University property or at a university-sponsored event, University and Operator agree to the terms and conditions of this Agreement. You can accept this Agreement by operating a UAS on University property or at a university-sponsored event, or by signing below. University and Operator agree as follows:

1. University grants to Operator and, if applicable, its employees, contractors, agents, licensees the right: (a) to enter, remain on and occupy the Property during the Term with personnel and equipment for the Planned Use and undertaking related activities, a detailed description of which is attached hereto as Exhibit A.
2. Operator shall have access and egress from the Property and may place all necessary equipment on the Property. Upon the expiration of the Term or at any time prior, the Operator shall remove all its equipment from the Property.
3. University provides Operator with limited access to the Property for the Planned Use provided that the Property can be utilized without disrupting or preventing normal University activities. Notwithstanding the foregoing, access to and entry in employee and student offices; academic classrooms, laboratories, and lecture halls; and residence halls is specifically prohibited.
4. Notwithstanding this Agreement, the day-to-day control, operation, use, and management of the Property remain the responsibility and function of the University and its staff. The University reserves the right to make all final decisions relating to the use of the Property.
5. Should Planned Use prove disruptive to the operations and functions of 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.
6. 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 and Procedure, Student Conduct Code, as well as its policies pertaining to smoking and tobacco, drug and alcohol, and noise. University reserves the right to have any individual associated with the Planned Use ejected from the Property for disrupting the operations and functions of University or for being offensive or derogatory to students, faculty, staff, or guests of University.
7. Operator is responsible for, and shall obtain all permits and licenses, which are required by federal, state, and local law.
8. It is understood that Operator will be responsible for all damage to property, injury to persons, loss, expense, inconvenience, attorney's fees, and delay ("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, its Board of Trustees, directors, officers, employees, agents and members 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 subcontractors, officers, agents, or employees. The University

has no obligation to and will not indemnify, defend, or hold Operator its subcontractors, officers, agents, or employees harmless with respect to any act or omission, or any Harm resulting therefrom, of the University, its governing board, trustees, directors, officers, agents, employees, and members. . The Operator shall at its sole cost and expense, maintain and have appropriate insurance coverage in the amount required by the Office of Safety and Risk Services, to cover their activities during this event and will provide proof of such insurance, if requested. The insurance requirement shall be waived if the Operator is a currently enrolled student at the University requesting Planned Use for non-commercial purposes.

9. 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.

10. Operator will maintain records, sufficient to accurately document its performance of this Agreement and the Planned Use as required by Oregon 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 six years following termination of this Agreement, or such longer period as may be required by Applicable Laws or to conclude any audit, review, or controversy.

11. Any notices from one Party to the other must be in writing and must be delivered by hand or by first class mail to the following addresses:

If to the University:

Safety and Risk Services
University of Oregon
1260 University of Oregon
Eugene, OR 97403

If to Operator:

13. If any provision of this Agreement or the application of any term of provision 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.

14. 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.

16. This Agreement is governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of laws principles. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement shall be brought against any of the Parties in the Circuit Court of the State of Oregon for Lane County, or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

17. 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.

18. This Agreement may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e., emailed scanned true and correct copy of the signed Agreement), each of which will be considered an original and all of which together will constitute one and the same Agreement. At the request of a Party, the other Party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting Party.

THE UNIVERSITY OF OREGON

UAS/DRONE OPERATOR

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Exhibit A
Planned Use

Provide a detailed description of flight operations approved under the University of Oregon Unmanned Aircraft Systems Policy and Procedure:

[Empty box for providing a detailed description of flight operations approved under the University of Oregon Unmanned Aircraft Systems Policy and Procedure.]