## **Trinity University**

## Risk Management and Insurance

## Contractor/Third Party Release and Indemnification for the Operation of a Drone, UAV, or UAS

Contractor/Third Party Name:
Contact Person at Trinity:
Trinity Department Affiliated With:
Proposed Date and Time for Use of Drone:
Location:
Type of Drone:
Purpose of Use of Drone:
According to Section 336(a) of the FAA Modernization and Reform Act of 2012, Public Law 112-195, any UAV operated for reasons other than strict hobby or recreational use may only be operated with specific authorization from the FAA. Proof of FAA authorization must be provided. At a minimum this will include:
Provide FAA Certificate of Exemption or Authorization.
Provide Proof of Drone Registration.
Yes N/A Drones operated for commercial purposes require a copy of pilot certification/license and Special Airworthiness Certificate.
Provide Certificate of Insurance with the following insurance: \$1 million/Occurrence Commercial General Liability with Trinity University endorsed as an Additional Insured; \$100,000/Person, \$300,000/Occurrence Auto Liability for Any Autos including owned, leased, non-owned, and hired vehicles; \$1 million Employer's Liability, Workers Compensation Statutory Benefits; \$1 million/Occurrence Aircraft Liability with Trinity University endorsed as an Additional Insured
The Certificate of Insurance must include the following as the Certificate Holder: Trinity University One Trinity Place San Antonio, TX 78212

And must endorse Trinity University as an Additional Insured.

In consideration for permission to fly a Drone, UAV or UAS on the Trinity University campus, Contractor/Third Party agrees to **FULLY RELEASE AND FOREVER DISCHARGE** Trinity and its trustees, officers, employees, students, agents and volunteers of and from any and all claims and liability arising out of or relating to this Agreement and Contractor/Third Party's operation of a Drone, UAV or UAS on the Trinity campus, including but not limited to damage to or loss of property, bodily injury, and death. Contractor/Third Party shall, to the fullest extent

permitted by law, **DEFEND, HOLD HARMLESS AND INDEMNIFY** Trinity University and its trustees, officers, employees, students, agents and volunteers against any and all claims, demands, causes of action or damages, including attorneys' fees, arising out of or relating to the operation of a Drone, UAV or UAS, including but not limited to (i) any breach of this Agreement; and (ii) any actual or alleged injury or death to a person and/or loss of or damage to property caused directly or indirectly, wholly or in part by a party, its officers, directors, trustees, agents, contractors, employees or representatives. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the Indemnified Party.

I understand that Trinity University approval must be received prior to the operation of a Drone, UAV or UAS, that I have read and understand the <u>Trinity University Drones Policy</u>. Further, I agree that I must be accompanied by a Trinity University staff member at all times the Drone is in use and that the staff member reserves the right to cease operations should the operator fail to satisfy any of the necessary requirements or should any safety issues arise.

Contractor/Third Party	
Signature	Date
Name	
Trinity University	
Signature	Date
Name	