

HOLD HARMLESS AGREEMENT

FOR LOSS OR DAMAGE TO PRIVATELY-OWNED AIRCRAFT

1. I do hereby certify that:

a. I am over the age of 18 years and an active member of the Civil Air Patrol (CAP) unit located at _____; and I have volunteered to participate in a United States Air Force Assigned Mission(s) (AFAM) and/or a CAP Corporate Mission(s) (Corporate Mission) on or about _____, 20____ or from _____ to _____, 20____;

OR

b. I am over the age of 18 years and am NOT a CAP member, but am providing my aircraft, which I own, solely or in part, for use in an AFAM or Corporate Mission;

and I have volunteered the use of the following aircraft (the "Aircraft"), which I own, solely or in part, to accomplish the AFAM(s) or Corporate Mission(s):

Make and Model: _____
FAA Registration Number (Tail Number): _____

2. I understand the purpose of my participation in this AFAM and/or Corporate Mission is to perform a non-combat mission or program of the Air Force or Civil Air Patrol, which may include homeland security operations, consequence management, support to civilian law enforcement, search and rescue, and/or other civil support and/or a corporate mission.

3. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms, when used in this Agreement, shall have the meanings ascribed to them in this paragraph:

a. "Air Force Assigned Mission (AFAM)" means missions the Secretary of the Air Force, or designee, assigns to CAP to support non-combat missions and programs. AFAM approval authorities are designated in Air Force Instruction (AFI) 10-2701, *Organization and Management of The Civil Air Patrol* (7 August 2018)

b. "Corporate Mission" means all CAP flight activities that are not AFAMs.

c. "Agreement" means this Hold Harmless Agreement.

d. "Aircraft" means the specific aircraft referenced in paragraph 1.b

e. "Federal Tort Claims Act (FTCA)" is the federal statute (28 U.S.C. §§1346(b), 2671-2680) that provides a limited waiver of the United States' sovereign immunity allowing third parties to receive compensation from the United States for death, personal injuries, or property damages that occur due to acts or omissions of Government personnel while

acting within the scope of their employment. Under the FTCA, the United States may be held liable for negligent or wrongful acts or omissions of CAP or its members performing AFAMs that cause personal injury, death, or property damage.

f. "Federal Employees Compensation Act (FECA)" is the federal statute (5 USC §§8101, et seq.) which provides for the payment of workers' compensation benefits to civilian officers and employees of all branches of the Government of the United States. When performing AFAMs, volunteer Civil Air Patrol members are covered by the FECA for illness, injury or death sustained while participating in an AFAM, or traveling to and from that mission, under written authorization by competent authority covering a specific assignment and prescribing a time limit for the assignment.

4. I understand that participating in the AFAM and or Corporate Mission referenced herein involves risk of damage to or loss of the Aircraft. I hereby waive any claim I may have against the United States arising from the use of the Aircraft in connection with performing an AFAM. (AFI 10-2701, para. 2.2.2.5; AFI 51-306, para. 2.10). I hereby waive any claim I may have against the Civil Air Patrol arising from the use of the Aircraft in connection with performing a Corporate Mission. (CAPR 70-1 and CAPR 900-5).

5. This Agreement shall be governed by and interpreted exclusively in accordance with federal law. It is to be construed broadly and inclusively as is permitted by relevant federal law. If any portion of this document is held invalid or void, the remaining terms shall remain in full force and effect.

6. This Agreement supersedes and replaces any prior agreement related to the subject matter hereof that I may have executed as of the date of this Agreement.

7. Nothing in this agreement is intended or should be interpreted as a waiver of any CAP member's rights under FECA for my death or injury during a properly approved AFAM or waiver of any FTCA protections for injuries or property damage to third parties that I may cause while participating in a properly approved AFAM.

8. I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS AGREEMENT. I understand that by signing this document I will relinquish certain rights and incur certain obligations as set forth herein, and with such understanding and knowledge I execute this Agreement intending to be legally bound by its terms and conditions.

Name

Date