

# MILITARY AIRCRAFT HOLD HARMLESS AGREEMENT

## 1. THE LAND OWNER NAMED BELOW, HEREBY GRANTS PERMISSION TO THE UNITED STATES ARMED FORCES TO USE PROPERTY FOR PURPOSES OF CIVILIAN LANDING SITE(S), AGREES:

a. The Owner releases forever the United States, its agencies, and United States personnel, from every liability arising out of the use of these civilian landing site(s), supplies, or services, by the United States personnel. The Owner will defend, pay or settle every claim or suit against the United States, its agencies, and United States personnel, by agents or employees of the Owner or persons claiming through them, or by third parties, and will hold the United States, its agencies, and United States personnel, harmless against every such claim or suit, including attorney fees, costs, and expenses, arising out of the use of these civilian landing site(s) or military supplies or services, by the United States personnel.

**EXCEPTION:** Death, injury, loss or damage to persons or property resulting solely from the willful misconduct of United States personnel; and, in addition, any liability from another contract concerning the use of the military airfield, supplies, or services shall not be affected by the Hold Harmless Agreement.

b. This agreement replaces previous Hold Harmless Agreements, if any, by the same Owner, as of the date of this agreement. Termination by the User requires 60 days written notice to the military authority where the agreement was submitted.

**LAND OWNER** \_\_\_\_\_  
(1) TYPED COMPANY NAME(S)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City ST Zip

a. **CORPORATION** (Name and address of divisions, subsidiaries, or companies of the parent organization named as owner and for whom the owner is legally liable should also be listed if this agreement is applicable to their use of this site(s).)

b. **INDIVIDUAL OR FIRST CORPORATE OFFICER**

\_\_\_\_\_  
\_\_\_\_\_  
TYPED NAME (Last, First, Middle Initial)

\_\_\_\_\_  
Signature (blue ink)

## 3. VERIFICATION (Complete if the user is a company, corporation, etc.)

I hereby verify that the signatory above holds the position indicated and is duly authorized to sign on behalf of the Owner.

\_\_\_\_\_  
\_\_\_\_\_  
TYPED NAME (Last, First, Middle Initial)

\_\_\_\_\_  
Signature (blue ink)

4. **DATE SIGNED** (YYYYMMDD) \_\_\_\_\_

5. **REMARKS** (If additional space is required, continue here. Refer to item number.)

**Location of Landing site(s)** \_\_\_\_\_

**N** \_\_\_\_\_

deg min sec

**W** \_\_\_\_\_

deg min sec

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City ST Zip

Landing area description and any limitations (attach map, drawing or photo as appropriate. Use reverse side as needed)

## PRIVACY ACT STATEMENT

**AUTHORITY:** 49 U.S. Code, Section 44502(d).

**PRINCIPAL PURPOSE(S):** Indicates certification by an individual or corporation to hold the U.S. Government harmless in consideration of permission granted for the operation of military aircraft into civilian landing site(s). It is maintained indefinitely.

**ROUTINE USE(S):** None.

**DISCLOSURE:** Voluntary; however, failure to provide this information will result in an individual or corporation being unable to operate military aircraft into a civilian landing site(s).

## INSTRUCTIONS

1. Form must be filed out and signed prior to a military aircraft/helicopter landing at a civilian site.
2. Complete all applicable items and submit to military authorized operators you are allowing to use your facilities and/or site(s).
3. If the owner is a corporation/company, all blocks must be completed and the form must be signed by a corporate officer. If the owner is an individual, only Items 2b and 4 should be completed.
4. Original, hand scribed signatures are required. Signature stamps, camera copied signatures, or any type of facsimile signatures are unacceptable.