## Henry Aviation Heliport Operations Charlotte Motor Speedway

### **Required Event Documentation:**

- 1. Liability insurance as additional insured for Charlotte Motor Speedway;
- 2. Liability insurance as additional insured for Henry Aviation;
- 3. Signed Hold Harmless Agreement for Charlotte Motor Speedway;
- 4. Signed Hold Harmless Agreement for Henry Aviation;
- 5. Copy of 135 Charter Certificate and Operations Specifications page D085 from Charter Company;
- 6. Prior Permission Request (PPR) to land;
- 7. TSA/TFR waiver;
- 8. Schedule of planned arrivals;
- 9. Landing fee payment.

### Please FAX all paper work to 817-809-4370 or email to ajones@henrymgmt.com

Please do not hesitate to contact us with any questions or concerns you may have.

Henry Aviation 450 Quail Ridge Aledo, Texas 76008 817-441-1036 Ofc. 817-809-4370 Fax

## Company Acknowledgment of Responsibility and Hold Harmless Agreement

# Charlotte Motor Speedway 2016

#### Please read and understand this Agreement before signing.

Company:		
Event: Cha	arlotte Motor Speedway: (All 2016 Events)	

In consideration of the Company being permitted to conduct business on or to land and take off helicopters on property known as **Charlotte Motor Speedway** owned by Speedway Motorsports, Inc. during the period of 2016:

The undersigned Company agrees to indemnify, defend and hold harmless **Charlotte Motor Speedway**, Speedway Motorsports, Inc., Speedway Charities, and each of their affiliates and subsidiaries, and their respective officers, directors and employees from any and all liabilities and expenses (including attorneys' fees and court costs) that **Charlotte Motor Speedway** may sustain in any action or claim for property damage or personal injuries, including death, resulting from, or in any way connected with any business conducted on the property, and or any use of a helicopter in or around **Charlotte Motor Speedway**.

The undersigned Company agrees that its request to conduct business or operate a helicopter on **Charlotte Motor Speedway** property presumes that such business or operation(s) are at the Company's own risk.

The Company further certifies that the Company has in force an insurance policy with minimum liability limits of \$10,000,000.00 for each occurrence, combined bodily injury and property damage, and that an original instrument documenting this coverage has been provided by Company's insurance underwriter to **Charlotte Motor Speedway.** 

The Company hereby certifies that the Company is aware of, and agrees with the responsibility legally transferred to the Company under the Federal Aviation Regulations as regards to the Company's decision to conduct business on or operate a helicopter in the vicinity of and on the **Charlotte Motor Speedway** property. Any damage resulting there from is solely the Company's responsibility and liability. It is further agreed that none of the proposed business or flights are mandatory, that the Company conducts all business and all fights at the Company's option.

The Company understands that the **Charlotte Motor Speedway** landing site is unimproved. Further, in no way does this document supersede or otherwise abdicate the responsibility of the Company and pilot—in-command as stated in the Federal Aviation Regulations to see and avoid other air traffic. The Company understands that **Charlotte Motor Speedway** is not responsible for, nor legally able to provide any type of "Air Traffic Control" or "Separation Service" for any aircraft operating on or near **Charlotte Motor Speedway** property. Furthermore, the Company acknowledges that other aircraft in the area may be participating in air traffic management initiatives and may not be listening on any of the radio frequencies in use in the area of this event.

The Company acknowledges that the pilot-in-command of each aircraft in the area is in full and complete charge and control of their aircraft. Further, the pilot-in-command of each aircraft is fully responsible for all decisions and the suitability and safety of the available landing area and any operations conducted in its vicinity. Officials and employees of **Charlotte Motor Speedway may or may not supply printed, verbal or radio advisory information.** The Company understands and acknowledges that if any of the Company's actions rely on such provided information that this

occurs at the Company's own risk and that **Charlotte Motor Speedway** and their employees assume no responsibility for the completeness or accuracy of such information.

It is the Company's understanding that **Charlotte Motor Speedway** may determine whether the Company's proposed use complies with all rules of eligibility of **Charlotte Motor Speedway**. Permission for the Company to conduct business or operate a helicopter on **Charlotte Motor Speedway** property does not constitute a representation or warranty of any kind or character of the safety of the intended or proposed business or operation nor the suitability of the landing area.

By signing below, the Company indicates a clear understanding that in exchange for permission for the Company conduct business on or to land on **Charlotte Motor Speedway** property, during 2016, the Company must have tendered proof of the Company's insurer's waiver of any subrogation rights as may exist against **Charlotte Motor Speedway**.

Company Name:		Date	
Authorized Representative Signature:			
Authorized Representative Name (prin	nted):		
Authorized Representative Title:			
Helicopter Registration Number ('s)	N		
	N		
	N		
	N.I.		
	N		

The Liability policy must be primary and evidenced by a certificate of insurance showing the entities listed below as additional insureds:

Charlotte Motor Speedway, Speedway Motorsports, Inc., Speedway Children's Charities, and each of their affiliates and subsidiaries, and their respective officers, directors and employees PO Box 600 Concord, NC 28026

Evidence of insurance should be sent to the following:

Henry Aviation 450 Quail Ridge Aledo, TX 76008 Phone: 817-441-1036 Fax: 817-809-4370

E-mail: ajones@henrymgmt.com

### Company Acknowledgment of Responsibility and Hold Harmless Agreement

# Henry Aviation 2016

#### Please read and understand this Agreement before signing.

Company:	
Event: Charlotte	Motor Speedway: (All 2016 Events)

In consideration of the Company being permitted to conduct business on or to land and take off helicopters on property known as **Charlotte Motor Speedway** owned by Speedway Motorsports, Inc. and managed by **Henry Aviation** during the period of 2016:

The undersigned Company agrees to indemnify, defend and hold harmless Henry Aviation, Henry Management, and their respective officers, directors and employees from any and all liabilities and expenses (including attorneys' fees and court costs) that **Henry Aviation** may sustain in any action or claim for property damage or personal injuries, including death, resulting from, or in any way connected with any business conducted on the property, and or any use of a helicopter in or around **Charlotte Motor Speedway**.

The undersigned Company agrees that its request to conduct business or operate a helicopter on **Charlotte Motor Speedway** property presumes that such business or operation(s) are at the Company's own risk.

The Company further certifies that the Company has in force an insurance policy with minimum liability limits of \$10,000,000.00 for each occurrence, combined bodily injury and property damage, and that an original instrument documenting this coverage has been provided by Company's insurance underwriter to **Henry Aviation**.

The Company hereby certifies that the Company is aware of, and agrees with the responsibility legally transferred to the Company under the Federal Aviation Regulations as regards to the Company's decision to conduct business on or operate a helicopter in the vicinity of and on the **Charlotte Motor Speedway** property. Any damage resulting there from is solely the Company's responsibility and liability. It is further agreed that none of the proposed business or flights are mandatory, that the Company conducts all business and all fights at the Company's option.

The Company understands that the **Charlotte Motor Speedway** landing site is unimproved. Further, in no way does this document supersede or otherwise abdicate the responsibility of the Company and/or pilot—in-command as stated in the Federal Aviation Regulations. The term "cleared" to land, take-off, etc. denotes ATC authority. The Company understands that **Henry Aviation** is not responsible for, nor legally able to provide any type of "Air Traffic Control" or "Separation Service" for any aircraft operating on or near **Charlotte Motor Speedway** property. For safety purposes, **Henry Aviation** communicates only in an advisory capacity for arrivals and departures. All instructions and guidance received, regardless of terminology used, are to be considered advisory in nature. Furthermore, the Company acknowledges that other aircraft in the area may be participating in air traffic management initiatives and may not be listening on any of the radio frequencies in use in the area of this event.

The Company acknowledges that the pilot-in-command of each aircraft in the area is in full and complete charge and control of their aircraft. Further, the pilot-in-command of each aircraft is fully responsible for all decisions and the suitability and safety of the available landing area and any operations conducted in its vicinity. Officials and employees of **Henry Aviation may or may not supply printed, verbal or radio advisory information.** The Company understands and

acknowledges that if any of the Company's actions rely on such provided information that this occurs at the Company's own risk and that **Henry Aviation** and their employees assume no responsibility for the completeness or accuracy of such information.

It is the Company's understanding that **Henry Aviation** may determine whether the Company's proposed use complies with all rules of eligibility of **Charlotte Motor Speedway**. Permission for the Company to conduct business or operate a helicopter on **Charlotte Motor Speedway** property by **Henry Aviation** does not constitute a representation or warranty of any kind or character of the safety of the intended or proposed business or operation nor the suitability of the landing area.

By signing below, the Company indicates a clear understanding that in exchange for permission for the Company conduct business on or to land on **Charlotte Motor Speedway** property, during 2016, the Company must have tendered proof of the Company's insurer's waiver of any subrogation rights as may exist against **Henry Aviation**.

Company Name:		Date	
Authorized Representative Signature:			
Authorized Representative Name (prir	nted):		
Authorized Representative Title:			
Helicopter Registration Number ('s)	N_		
, ,	N		
	N		
	N		
	N		

The Liability policy must be primary and evidenced by a certificate of insurance showing the entities listed below as additional insureds:

Henry Aviation, Henry Management, and their respective officers, directors and employees 450 Quail Ridge Aledo, TX 76008

Evidence of insurance should be sent to the following:

Certificate Holder Henry Aviation 450 Quail Ridge Aledo, TX 76008 Phone: 817-441-1036 Fax: 817-809-4370

E-mail: ajones@henrymgmt.com