

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: 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. 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 flights 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

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 flights 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

