



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

# Advisory Circular

---

**Subject:** Reciprocal Waiver of Claims  
Requirements

**Date:** 09/13/2024

**AC No:** 440.17-1

**Initiated By:** AST-1

---

This advisory circular (AC) provides guidance for an operator to comply with Title 14 of the Code of Federal Regulations (14 CFR) § 440.17, *Reciprocal waiver of claims requirements*. Under § 440.17, for a licensed or permitted launch or reentry, a licensee or permittee must enter into reciprocal waiver of claims agreements under which each party waives and releases claims against all the other parties to the waiver, and agrees to assume financial responsibility for property damage it sustains and for bodily injury or property damage sustained by its own employees, and to hold harmless and indemnify each other from bodily injury or property damage sustained by its employees, resulting from a licensed or permitted activity, regardless of fault. This guidance document provides templates a licensee or permittee could, but is not required to, use to execute reciprocal waiver of claims agreements that are acceptable to the Administrator in accordance with § 440.17(c)-(e).

If you have suggestions for improving this AC, you may use the Advisory Circular Feedback form at the end of this AC.

MINH A.  
NGUYEN

Digitally signed by  
MINH A. NGUYEN  
Date: 2024.09.13  
08:24:05 -04'00'

Minh A. Nguyen  
Executive Director/Office of Strategic Management  
Commercial Space Transportation

## Contents

<b>Paragraph</b>	<b>Page</b>
1 Purpose.....	1
2 Applicability .....	1
3 Applicable Regulations and Related Documents.....	2
4 Definitions.....	3
5 Acronyms .....	3
6 Waiver of Claims .....	4
6.1 Licensed Launch Operators .....	4
6.2 Licensed Reentry Operators.....	4
6.3 Permitted Operators .....	4
6.4 Agreement for Waiver of Claims and Assumption of Responsibility for a Crew Member .....	4
6.5 Agreement for Waiver of Claims and Assumption of Responsibility for Space Flight Participants.....	4
6.6 Directions for Use .....	5
7 Agreement for Waiver of Claims Templates .....	6
7.1 Licensed Launch Operators .....	6
7.1.1 Licensed Launch Operators with No Customer.....	6
7.1.2 Licensed Launch Operators with One Customer.....	10
7.1.3 Licensed Launch Operators with More than One Customer .....	15
7.1.4 Licensed Launch Operators with a Government Customer.....	20
7.2 Waiver of Claims and Assumption of Responsibility for Licensed Reentry Activities. 26	
7.2.1 Waiver of Claims and Assumption of Responsibility for Licensed Reentry Activities with No Customer .....	26
7.2.2 Waiver of Claims and Assumption of Responsibility for Licensed Reentry Activities with One Customer.....	30
7.2.3 Waiver of Claims and Assumption of Responsibility for Licensed Reentry Activities with More Than One Customer.....	35
7.3 Agreement for Waiver of Claims and Assumption of Responsibility for Permitted Activities .....	40
7.3.1 Agreement for Waiver of Claims and Assumption of Responsibility for Permitted Activities with No Customer.....	40
7.3.2 Agreement for Waiver of Claims and Assumption of Responsibility for Permitted Activities with One Customer .....	43

**Contents (continued)**

<b>Paragraph</b>	<b>Page</b>
7.3.3 Agreement for Waiver of Claims and Assumption of Responsibility for Permitted Activities with More than One Customer.....	47
7.4 Agreement for Waiver of Claims and Assumption of Responsibility for a Crew Member .....	52
7.5 Agreement for Waiver of Claims and Assumption of Responsibility for a Space Flight Participant .....	56

## 1 **PURPOSE.**

This advisory circular (AC) provides guidance for an operator to comply with Title 14 of the Code of Federal Regulations (14 CFR) § 440.17 *Reciprocal waiver of claims requirements* by providing templates for reciprocal waiver of claims agreements that are in a form acceptable to the Administrator.

### 1.1 **Level of Imperatives.**

This AC presents one, but not the only, acceptable means of compliance with the associated regulatory requirements. The Federal Aviation Administration (FAA) will consider other means of compliance that an applicant may elect to present. Throughout this document, the word “must” characterizes statements that directly follow from regulatory text and therefore reflect regulatory mandates. The word “should” describes an option that, if used, would constitute a means to comply with the regulation; variation from the provisions of this AC is possible, but must satisfy the regulation to constitute a means of compliance. The word “may” describes variations or alternatives allowed within the accepted means of compliance set forth in this AC.

## 2 **APPLICABILITY.**

2.1 The guidance in this AC is for launch and reentry vehicle operators required to comply with 14 CFR part 440.

2.2 The material in this AC is advisory in nature and does not constitute a regulation. This guidance is not legally binding in its own right, and the FAA will not rely upon this guidance as a separate basis for affirmative enforcement action or other administrative penalty. Conformity with this guidance document (as distinct from existing statutes and regulations) is voluntary only, and nonconformity will not affect rights and obligations under existing statutes and regulations. It describes acceptable means, but not the only means, for demonstrating compliance with the applicable regulations. The FAA will consider other means of compliance that an operator may elect to present.

2.3 The material in this AC does not change or create any additional regulatory requirements, nor does it authorize changes to, or deviations from, existing regulatory requirements.

### 3 **APPLICABLE REGULATIONS AND RELATED DOCUMENTS.**

#### 3.1 **Related U.S.C. Regulation.**

- 51 United States Code (U.S.C.) Subtitle V, Chapter 509.
- 51 U.S.C. Section 50914(b).

#### 3.2 **Related FAA Commercial Space Transportation Regulations.**

The following 14 CFR regulations must be accounted for when showing compliance with § 440.17. The full text of these regulations can be downloaded from the [U.S. Government Printing Office e-CFR](#). A paper copy can be ordered from the Government Printing Office, Superintendent of Documents, Attn: New Orders, P.O. Box 371954, Pittsburgh, PA, 15250-7954.

- Section 401.7, *Definitions*.
- Section 401.5, *Definitions*.
- Part 440, *Financial Responsibility*.

#### 3.3 **Related Industry and Government Documents.**

- U.S. Congress Public Law 114-90, U.S. Commercial Space Launch Competitiveness Act, dated November 25, 2015, <https://www.congress.gov/114/plaws/publ90/PLAW-114publ90.pdf>.

4        **DEFINITIONS.**

For this AC, the definitions in each template and the definitions listed in §§ 401.5, 401.7, and 440.3 apply.

5        **ACRONYMS.**

AC – Advisory Circular

AST – Office of Commercial Space Transportation

CFR – Code of Federal Regulations

FAA – Federal Aviation Administration

U.S. – United States

U.S.C. – United States Code

USG – United States Government

## 6 **WAIVER OF CLAIMS.**

A waiver of claims is a type of exculpatory agreement, which is a document that limits or releases an entity from liability. The purpose of the waiver of claims is to limit lawsuits after a launch or reentry mishap. It does not cover any deliberate damage or gross negligence. The requirement for a waiver of claims does not preclude contractual arrangements for provisions such as those related to meeting mission requirements.

### 6.1 Licensed Launch Operators.

Licensed launch operators with no customer should use the template in paragraph 7.1.1 of this AC. Licensed launch operators desiring one customer on one waiver of claims should use the template in paragraph 7.1.2 of this AC. Licensed launch operators desiring more than one customer on a single document should use the template in paragraph 7.1.3 of this AC. Licensed launch operators with a government customer should use the template in paragraph 7.1.4 of this AC for each government customer.

### 6.2 Licensed Reentry Operators.

Licensed reentry operators with no customer should use the template in paragraph 7.2.1 of this AC. Licensed reentry operators desiring one customer on one waiver of claims should use the template in paragraph 7.2.2 of this AC. Licensed reentry operators desiring more than one customer on a single document should use the template in paragraph 7.2.3 of this AC. This AC does not currently contain a template for licensed reentry operators with a government customer. The FAA is working to develop a template for licensed reentry operators with a government customer and will update this AC accordingly.

### 6.3 Permitted Operators.

Permitted operators with no customer should use the template in paragraph 7.3.1 of this AC. Permitted operators desiring one customer on one waiver of claims should use the template in paragraph 7.3.2 of this AC. Permitted operators desiring more than one customer on a single document should use the template in paragraph 7.3.3 of this AC.

### 6.4 Agreement for Waiver of Claims and Assumption of Responsibility for a Crew Member

For each licensed or permitted activity including crew, as defined in §§ 401.5 and 401.7, the Federal Aviation Administration of the Department of Transportation and each crew member must enter into or have in place a reciprocal waiver of claims agreement in accordance with § 440.17(e). A crew member may use the template in paragraph 7.4 of this AC to satisfy the requirement.

### 6.5 Agreement for Waiver of Claims and Assumption of Responsibility for Space Flight Participants.

For each licensed or permitted activity including space flight participants as defined in §§ 401.5 and 401.7, the Federal Aviation Administration of the Department of Transportation and each space flight participant must enter into or have in place a reciprocal waiver of claims agreement in accordance with § 440.17(d). A space flight participant may use the template in paragraph 7.5 of this AC to satisfy the requirement. Additionally, for each licensed activity including space flight participants, the licensee

and each space flight participant must enter into a reciprocal waiver of claims agreement in accordance with 51 U.S.C. 50914(b)(1). This AC does not currently contain a template for licensees with a space flight participant. The FAA is working to develop a template for licensees with a space flight participant and will update this AC accordingly.

6.6 Directions for Use.

For each applicable template, the operator must fill out a description of the payload or mission and the description of the vehicle and site the mission will use. The operator may choose to list more than one mission or payload and more than one vehicle or launch site provided the operator has a license or permit for each of the described vehicles and locations. The license or permit number that applies to the mission should be entered into the blanks in the appropriate section in the definition. If there is more than one license or permit the operator wishes the waiver of claims to apply to, all applicable license or permit numbers should be listed. The date at the top of the document should be left blank. The FAA will enter the date upon completion of the document. The operator is responsible for obtaining signatures from first-tier customers, space flight participants, and crew members as applicable.

6.6.1 Once the operator's and any necessary signatures are obtained, the operator can provide the form to the FAA for final signature and date. The templates may be executed on paper or by electronic means.

6.6.2 Any alterations to the template aside from filling in the mission description and license or permit number may result in additional review by the FAA prior to signature.

7 **AGREEMENT FOR WAIVER OF CLAIMS TEMPLATES.**

7.1 Licensed Launch Operators.

7.1.1 Licensed Launch Operators with No Customer.

**Waiver of Claims and Assumption of Responsibility for Licensed Launch, Including Suborbital Launch, with No Customer**

This Agreement for Waiver of Claims and Assumption of Responsibilities for Licensed Launch (the "Agreement") is entered into this day of \_\_\_\_\_, by and among [Licensee] (the "Licensee") and the Federal Aviation Administration of the Department of Transportation ("the FAA"), on behalf of the United States Government (collectively, the "Parties") to implement the provisions of section 440.17(c) of the Commercial Space Transportation Licensing Regulations, 14 CFR Ch. III (the "Regulations"). This agreement applies to the launch of [payload/mission] on a [vehicle description] launch vehicle at [Launch site location].

In consideration of the mutual releases and promises contained herein, the Parties hereby agree as follows:

1. Definitions

*Contractors and Subcontractors* means entities defined by § 440.3 of the Regulations.

*License* means License No. \_\_\_\_\_ issued on \_\_\_\_\_ by the Associate Administrator for Commercial Space Transportation, Federal Aviation Administration, Department of Transportation, to the Licensee, including all license orders issued in connection with the License.

*Licensee* means the Licensee and any transferee of the Licensee under 51 U.S.C. Subtitle V, Ch. 509.

*United States* means the United States and its agencies involved in Licensed Activities.

Except as otherwise defined herein, terms used in this Agreement and defined in 51 U.S.C. Subtitle V, Ch. 509-Commercial Space Launch Activities, or in the Regulations, shall have the same meaning as contained in 51 U.S.C. Subtitle V, Ch. 509, or the Regulations, respectively.

2. Waiver and Release of Claims
  - a. Licensee hereby waives and releases claims it may have against the United States, and against its Contractors and Subcontractors of the United States, for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.
  - b. The United States hereby waives and releases claims it may have against Licensee, and against the Contractors and Subcontractors of the Licensee, for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
3. Assumption of Responsibility
  - a. Licensee shall be responsible for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault. Licensee shall hold harmless and indemnify the United States, and the Contractors and Subcontractors of the United States, for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.
  - b. The United States shall be responsible for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
4. Extension of Assumption of Responsibility and Waiver and Release of Claims
  - a. Licensee shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(a) and 3(a), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against the United States, and against the Contractors and Subcontractors of the United States, and to agree to be responsible for Property Damage they sustain and to be responsible, hold harmless and indemnify the United States and the Contractors and Subcontractors of the United States, for Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault.
  - b. The United States shall extend the requirements of the waiver and release of claims, and the assumption of responsibility as set forth in paragraphs 2(b) and 3(b), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Licensee and against the Contractors and Subcontractors of Licensee, and to agree to be responsible, for any Property Damage they sustain and for any Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities,

regardless of fault, to the extent that claims they would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.

5. Indemnification

- a. Licensee shall hold harmless and indemnify the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them from and against liability, loss or damage arising out of claims that Licensee's Contractors and Subcontractors may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.
- b. To the extent provided in advance in an appropriations law or to the extent there is enacted additional legislative authority providing for the payment of claims, the United States shall hold harmless and indemnify Licensee and Licensee's directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that Contractors and Subcontractors of the United States may have for Property Damage sustained by them, and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement, to the extent that claims they would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.

6. Assurances Under 51 U.S.C. 50914(e)

Notwithstanding any provision of this Agreement to the contrary, Licensee shall hold harmless and indemnify the United States and its agencies, servants, agents, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims for Bodily Injury or Property Damage, resulting from Licensed Activities, regardless of fault, except to the extent that:

- i. As provided in paragraph 7(b) of this Agreement, claims result from willful misconduct of the United States or its agents;
- ii. Claims for Property Damage sustained by the United States or its Contractors and Subcontractors exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(e) of the Regulations;
- iii. Claims by a Third Party for Bodily Injury or Property Damage exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) of the Regulations, and do not exceed \$1,500,000,000 (as adjusted for inflation after January 1, 1989) above such amount, and are payable pursuant to the provisions of 51 U.S.C. 50915 and § 440.19 of the Regulations; or
- iv. Licensee has no liability for claims exceeding \$1,500,000,000 (as adjusted for inflation after January 1, 1989) above the amount of insurance or

demonstration of financial responsibility required under § 440.9(c) of the Regulations.

7. Miscellaneous

- a. Nothing contained herein shall be construed as a waiver or release by Licensee or the United States of any claim by an employee of the Licensee or the United States, respectively, including a member of the Armed Forces of the United States, for Bodily Injury or Property Damage, resulting from Licensed Activities.
- b. Notwithstanding any provision of this Agreement to the contrary, any waiver, release, assumption of responsibility or agreement to hold harmless and indemnify herein shall not apply to claims for Bodily Injury or Property Damage resulting from willful misconduct of any of the Parties, the Contractors and Subcontractors of any of the Parties, and in the case of Licensee, the Contractors and Subcontractors, the directors, officers, agents and employees of the Licensee, and in the case of the United States, its agents.
- c. This Agreement shall be governed by and construed in accordance with United States Federal law.

*In witness whereof*, the Parties to this Agreement have caused the Agreement to be duly executed by their respective duly authorized representatives as of the date written above.

Licensee

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Aviation Administration of the Department of Transportation, on Behalf of the United States Government

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## 7.1.2 Licensed Launch Operators with One Customer.

**Waiver of Claims and Assumption of Responsibility for Licensed Launch, Including Suborbital Launch, With One Customer**

This agreement is entered into this \_\_\_ day of \_\_\_\_, by and among [Licensee] (the “Licensee”), [Customer] (the “Customer”) and the Federal Aviation Administration of the Department of Transportation, on behalf of the United States Government (collectively, the “Parties”), to implement the provisions of § 440.17(c) of the Commercial Space Transportation Licensing Regulations, 14 CFR Ch. III (the “Regulations”). This agreement applies to the launch of [Payload] payload on a [Launch Vehicle] vehicle at [Location of Launch Site]. In consideration of the mutual releases and promises contained herein, the Parties hereby agree as follows:

## 1. Definitions

*Contractors and Subcontractors* means entities defined by § 440.3 of the Regulations.

*Customer* means the above-named Customer.

*Part 440 Customer* means a customer defined by § 440.3 of the Regulations, other than the above-named Customer.

*License* means License No. \_\_\_ issued on \_\_\_\_, by the Associate Administrator for Commercial Space Transportation, Federal Aviation Administration, Department of Transportation, to the Licensee, including all license orders issued in connection with the License.

*Licensee* means the Licensee and any transferee of the Licensee under 51 U.S.C. Subtitle V, Ch. 509.

*United States* means the United States and its agencies involved in Licensed Activities.

Except as otherwise defined herein, terms used in this Agreement and defined in 51 U.S.C. Subtitle V, Ch. 509 - Commercial Space Launch Activities, or in the Regulations, shall have the same meaning as contained in 51 U.S.C. Subtitle V, Ch. 509, or the Regulations, respectively.

## 2. Waiver and Release of Claims

- a. Licensee hereby waives, and releases claims it may have against Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.
- b. Customer hereby waives, and releases claims it may have against Licensee, the United States, any other customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.

- c. The United States hereby waives and releases claims it may have against Licensee, Customer, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.

### 3. Assumption of Responsibility

- a. Licensee and Customer shall each be responsible for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault. Licensee and Customer shall each hold harmless and indemnify each other, the United States, any other customer, and the Contractors and Subcontractors of each, for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.
- b. The United States shall be responsible for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.

### 4. Extension of Assumption of Responsibility and Waiver and Release of Claims

- a. Licensee shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(a) and 3(a), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and to be responsible, hold harmless and indemnify Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault.
- b. Customer shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(b) and 3(a), respectively, to its customers, Contractors, and Subcontractors, by requiring them to waive and release all claims they may have against Licensee, the United States, and any other customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and to be responsible, hold harmless and indemnify Licensee, the United States, and any other customer, and each of their respective Contractors and Subcontractors for Bodily Injury or Property Damage

sustained by their own employees, resulting from Licensed Activities, regardless of fault.

- c. The United States shall extend the requirements of the waiver and release of claims, and the assumption of responsibility as set forth in paragraphs 2(c) and 3(b), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Licensee, Customer, any Part 440 Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for any Property Damage they sustain and for any Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims they would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.

#### 5. Indemnification

- a. Licensee shall hold harmless and indemnify Customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them; the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them; and any Part 440 Customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that Licensee's Contractors and Subcontractors may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.
- b. Customer shall hold harmless and indemnify Licensee and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them; the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them; and any other customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that Customer's Contractors, Subcontractors, or customers, may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.
- c. To the extent provided in advance in an appropriations law or to the extent there is enacted additional legislative authority providing for the payment of claims, the United States shall hold harmless and indemnify Licensee, Customer, any Part 440 Customer, and their respective directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that Contractors and Subcontractors of the United States may have for Property Damage sustained by them, and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement, to the extent that claims

they would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.

#### 6. Assurances Under 51 U.S.C. 50914(e)

Notwithstanding any provision of this Agreement to the contrary, Licensee shall hold harmless and indemnify the United States and its agencies, servants, agents, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims for Bodily Injury or Property Damage, resulting from Licensed Activities, regardless of fault, except to the extent that:

- i. As provided in paragraph 7(b) of this Agreement, claims result from willful misconduct of the United States or its agents;
- ii. Claims for Property Damage sustained by the United States or its Contractors and Subcontractors exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(e) of the Regulations;
- iii. Claims by a Third Party for Bodily Injury or Property Damage exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) of the Regulations, and do not exceed \$1,500,000,000 (as adjusted for inflation after January 1, 1989) above such amount, and are payable pursuant to the provisions of 51 U.S.C. 50915 and § 440.19 of the Regulations; or
- iv. Licensee has no liability for claims exceeding \$1,500,000,000 (as adjusted for inflation after January 1, 1989) above the amount of insurance or demonstration of financial responsibility required under § 440.9(c) of the Regulations.

#### 7. Miscellaneous

- a. Nothing contained herein shall be construed as a waiver or release by Licensee, Customer, or the United States of any claim by an employee of the Licensee, Customer or the United States, respectively, including a member of the Armed Forces of the United States, for Bodily Injury or Property Damage, resulting from Licensed Activities.
- b. Notwithstanding any provision of this Agreement to the contrary, any waiver, release, assumption of responsibility or agreement to hold harmless and indemnify herein shall not apply to claims for Bodily Injury or Property Damage resulting from willful misconduct of any of the Parties, the Contractors and Subcontractors of any of the Parties, any Part 440 Customer, the Contractors and Subcontractors of any Part 440 Customer, and in the case of Licensee, Customer, any Part 440 Customer, and the Contractors and Subcontractors of each of them, the directors, officers, agents and employees of any of the foregoing, and in the case of the United States, its agents.
- c. This Agreement shall be governed by and construed in accordance with United States Federal law.

*In witness whereof*, the Parties to this Agreement have caused the Agreement to be duly executed by their respective duly authorized representatives as of the date written above.

Licensee

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Aviation Administration of the Department of Transportation, on Behalf of the United States Government

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## 7.1.3 Licensed Launch Operators with More than One Customer.

**Waiver of Claims and Assumption of Responsibility for Licensed Launch, Including Suborbital Launch, With More Than One Customer**

This agreement is entered into this \_\_\_\_ day of\_\_\_\_, by and among [Licensee] (the “Licensee”); [List of Customers]; (with [List of Customers] hereinafter referred to in their individual capacity as “Customer”); and the Federal Aviation Administration of the Department of Transportation, on behalf of the United States Government (collectively, the “Parties”), to implement the provisions of § 440.17(c) of the Commercial Space Transportation Licensing Regulations, 14 CFR Ch. III (the “Regulations”). This agreement applies to the launch of [Payload] payload on a [Launch Vehicle] vehicle at [Location of Launch Site].

In consideration of the mutual releases and promises contained herein, the Parties hereby agree as follows:

## 1. Definitions

*Contractors and Subcontractors* means entities defined by § 440.3 of the Regulations.

*Customer* means each above-named Customer.

*Part 440 Customer* means a customer defined by § 440.3 of the Regulations, other than the above-named Customer.

*License* means License No. \_\_\_ issued on\_\_\_\_, by the Associate Administrator for Commercial Space Transportation, Federal Aviation Administration, Department of Transportation, to the Licensee, including all license orders issued in connection with the License.

*Licensee* means the Licensee and any transferee of the Licensee under 51 U.S.C. Subtitle V, Ch. 509.

*United States* means the United States and its agencies involved in Licensed Activities.

Except as otherwise defined herein, terms used in this Agreement and defined in 51 U.S.C. Subtitle V, Ch. 509 - Commercial Space Launch Activities, or in the Regulations, shall have the same meaning as contained in 51 U.S.C. Subtitle V, Ch. 509, or the Regulations, respectively.

## 2. Waiver and Release of Claims

- a. Licensee hereby waives and releases claims it may have against each Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.
- b. Each Customer hereby waives, and releases claims it may have against Licensee, the United States, any other customer, and each of their respective Contractors and Subcontractors for Property Damage it sustains and for Bodily

Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.

- c. The United States hereby waives and releases claims it may have against Licensee, each Customer, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
3. Assumption of Responsibility
    - a. Licensee and each Customer shall each be responsible for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault. Licensee and each Customer shall each hold harmless and indemnify each other, the United States, any other customer, and the Contractors and Subcontractors of each, for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.
    - b. The United States shall be responsible for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
  4. Extension of Assumption of Responsibility and Waiver and Release of Claims
    - a. Licensee shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(a) and 3(a), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against each Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and to be responsible, hold harmless and indemnify each Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault.
    - b. Each Customer shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(b) and 3(a), respectively, to its customers, Contractors, and Subcontractors, by requiring them to waive and release all claims they may have against Licensee, the United States, and any other customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and to be

responsible, hold harmless and indemnify Licensee, the United States, and any other customer, and each of their respective Contractors and Subcontractors, for Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault.

- c. The United States shall extend the requirements of the waiver and release of claims, and the assumption of responsibility as set forth in paragraphs 2(c) and 3(b), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Licensee, each Customer, any Part 440 Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for any Property Damage they sustain and for any Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims they would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the regulations.

#### 5. Indemnification

- a. Licensee shall hold harmless and indemnify each Customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them; the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them; and any Part 440 Customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that Licensee's Contractors and Subcontractors may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.
- b. Each Customer shall hold harmless and indemnify Licensee and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them; the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them; and any other customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that each Customer's Contractors, Subcontractors, or customers, may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.
- c. To the extent provided in advance in an appropriations law or to the extent there is enacted additional legislative authority providing for the payment of claims, the United States shall hold harmless and indemnify Licensee, each Customer, any Part 440 Customer, and their respective directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that Contractors and Subcontractors of the United States may have for Property Damage sustained by them, and for Bodily Injury or Property Damage sustained by their employees,

resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement, to the extent that claims they would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.

6. Assurances Under 51 U.S.C. 50914(e)

Notwithstanding any provision of this Agreement to the contrary, Licensee shall hold harmless and indemnify the United States and its agencies, servants, agents, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims for Bodily Injury or Property Damage, resulting from Licensed Activities, regardless of fault, except to the extent that:

- i. As provided in paragraph 7(b) of this Agreement, claims result from willful misconduct of the United States or its agents;
- ii. Claims for Property Damage sustained by the United States or its Contractors and Subcontractors exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(e) of the regulations;
- iii. Claims by a Third Party for Bodily Injury or Property Damage exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) of the Regulations, and do not exceed \$1,500,000,000 (as adjusted for inflation after January 1, 1989) above such amount, and are payable pursuant to the provisions of 51 U.S.C. 50915 and § 440.19 of the Regulations; or
- iv. Licensee has no liability for claims exceeding \$1,500,000,000 (as adjusted for inflation after January 1, 1989) above the amount of insurance or demonstration of financial responsibility required under § 440.9(c) of the Regulations.

7. Miscellaneous

- a. Nothing contained herein shall be construed as a waiver or release by Licensee, any Customer or the United States of any claim by an employee of the Licensee, any Customer or the United States, respectively, including a member of the Armed Forces of the United States, for Bodily Injury or Property Damage, resulting from Licensed Activities.
- b. Notwithstanding any provision of this Agreement to the contrary, any waiver, release, assumption of responsibility or agreement to hold harmless and indemnify herein shall not apply to claims for Bodily Injury or Property Damage resulting from willful misconduct of any of the Parties, the Contractors and Subcontractors of any of the Parties, any Part 440 Customer, the Contractors and Subcontractors of any Part 440 Customer, and in the case of Licensee, each Customer, any Part 440 Customer, and the Contractors and Subcontractors of each of them, the directors, officers, agents and employees of any of the foregoing, and in the case of the United States, its agents.

- c. References herein to Customer shall apply to, and be deemed to include, each such customer severally and not jointly.
- d. This Agreement shall be governed by and construed in accordance with United States Federal law.

*In witness whereof*, the Parties to this Agreement have caused the Agreement to be duly executed by their respective duly authorized representatives as of the date written above.

Licensee

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer 1

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature lines for each additional customer]

Federal Aviation Administration of the Department of Transportation, on Behalf of the United States Government

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## 7.1.4 Licensed Launch Operators with a Government Customer.

**Waiver of Claims and Assumption of Responsibility for Licensed Launch, Including Suborbital Launch, With a Government Customer**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among [Licensee] (the “Licensee”), and the Federal Aviation Administration of the Department of Transportation, on behalf of the United States Government (collectively, the “Parties”), to implement the provisions of § 440.17(c) of the Commercial Space Transportation Licensing Regulations, 14 CFR Ch. III (the “Regulations”). This agreement applies to the launch of [Payload] payload on a [Launch Vehicle] vehicle at [Location of Launch Site]. In consideration of the mutual releases and promises contained herein, the Parties hereby agree as follows:

## 1. Definitions

*Contractors and Subcontractors* means entities as defined by § 440.3 of the Regulations.

*Customer* means a customer as defined by § 440.3 of the Regulations, including First-Tier Customers and Part 440 Customers, but excluding United States Government (USG) Customers.

*First-Tier Customer* means a customer as defined by § 440.3 of the Regulations, and who has a contractual relationship with a license or permit holder to obtain launch or reentry services, excluding USG Customers.

*Part 440 Customer* means a customer as defined by § 440.3 of the Regulations, other than a First-tier Customer and USG Customer.

*U.S.G Customer* means a United States Government agency that meets the definition of customer in § 440.3 of the Regulations.

*License* means License No. \_\_\_\_\_ issued on \_\_\_\_\_, by the Associate Administrator for Commercial Space Transportation, Federal Aviation Administration, Department of Transportation, to the Licensee, including all license orders issued in connection with the License.

*Licensee* means the Licensee and any transferee of the Licensee under 51 U.S.C. Subtitle V, Ch. 509.

*United States* means the United States and its agencies involved in Licensed Activities, not including any USG Customer.

Except as otherwise defined herein, terms used in this Agreement and defined in 51 U.S.C. Subtitle V, Ch. 509, Commercial Space Launch Activities, or in the Regulations, shall have the same meaning as contained in 51 U.S.C. Subtitle V, Ch. 509, or the Regulations, respectively.

## 2. Waiver and Release of Claims

- a. Licensee hereby waives, and releases claims it may have against any Customer, any USG Customer, the United States, and each of their respective Contractors and Subcontractors, for Property Damage it sustains and for Bodily Injury or

Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.

- b. Each First-Tier Customer hereby waives, and releases claims it may have against Licensee, the United States, any Customer, any USG Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.
  - c. Each USG Customer hereby waives, and releases claims it may have against Licensee, the United States, any Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains resulting from Licensed Activities, regardless of fault. Each USG Customer hereby waives and releases claims it may have against Licensee, any Customer, and each of their respective Contractors and Subcontractors, for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
  - d. The United States hereby waives and releases claims it may have against Licensee, any Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
3. Assumption of Responsibility
- a. Licensee and each First-Tier Customer shall each be responsible for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault. Licensee and each First-Tier Customer shall each hold harmless and indemnify each other, the United States, any Customer, and any USG Customer, and the Contractors and Subcontractors of each, for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.
  - b. Each USG Customer shall be responsible for Property Damage it sustains resulting from Licensed Activities, regardless of fault. Each USG Customer shall be responsible for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.

- c. The United States shall be responsible for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
4. Extension of Assumption of Responsibility and Waiver and Release of Claims
    - a. Licensee shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(a) and 3(a), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against any Customer, any USG Customer, the United States, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and to be responsible, hold harmless and indemnify any Customer, any USG Customer, the United States, and each of their respective Contractors and Subcontractors, for Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault.
    - b. Each First-Tier Customer shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(b) and 3(a), respectively, to its Part 440 Customers, Contractors, and Subcontractors, by requiring them to waive and release all claims they may have against Licensee, the United States, and any other Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and to be responsible, hold harmless and indemnify Licensee, the United States, and any other customer, and each of their respective Contractors and Subcontractors for Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault. Each First-Tier Customer shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, as set forth in paragraphs 2(c) and 3(b), respectively, to its USG Customers not in a contractual relationship with Licensee, by requiring them to waive and release all claims they may have against Licensee, the United States, and any other Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain.
    - c. Each USG Customer in a contractual relationship with Licensee shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(b) and 3(a), respectively, to its Part 440 Customers, Contractors, and Subcontractors, by requiring them to waive and release all claims they may have against Licensee, the United States, and any other Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and to be responsible, hold harmless and indemnify Licensee, the United States, and any other customer, and each of their respective Contractors and Subcontractors for Bodily Injury or Property Damage

sustained by their own employees, resulting from Licensed Activities, regardless of fault. Each USG Customer in a contractual relationship with Licensee shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, as set forth in paragraphs 2(c) and 3(b), respectively, to its USG Customers not in a contractual relationship with Licensee, by requiring them to waive and release all claims they may have against Licensee, the United States, and any other Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain.

- d. The United States shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, as set forth in paragraphs 2(d) and 3(c), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Licensee, any Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and for any Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims they would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.

#### 5. Indemnification

- a. Licensee shall hold harmless and indemnify the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them; any Customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them; and any USG Customer and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that Licensee's Contractors and Subcontractors may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.
- b. Each First-Tier Customer shall hold harmless and indemnify Licensee and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them; the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them; any other Customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them; and any USG Customer and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that each Customer's Contractors, Subcontractors, or customers, may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.

- c. To the extent provided in advance in an appropriations law or to the extent there is enacted additional legislative authority providing for the payment of claims, the United States and any USG Customer shall hold harmless and indemnify Licensee, any Customer, and their respective directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that Contractors and Subcontractors of the United States and any USG Customer may have for Property Damage sustained by them, and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement, to the extent that claims they would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
6. Assurances Under 51 U.S.C. 50914(e)

Notwithstanding any provision of this Agreement to the contrary, Licensee shall hold harmless and indemnify the United States and any USG Customer and their agencies, servants, agents, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims for Bodily Injury or Property Damage, other than Property Damage to a USG Customer payload, resulting from Licensed Activities, regardless of fault, except to the extent that:

- i. As provided in paragraph 7(b) of this Agreement, claims result from willful misconduct of the United States, a USG Customer, or their agents;
  - ii. Claims for Property Damage, other than Property Damage to a USG Customer payload, sustained by the United States, a USG Customer, or their Contractors and Subcontractors exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e) of the Regulations;
  - iii. Claims by a Third Party for Bodily Injury or Property Damage exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) of the Regulations, and do not exceed \$1,500,000,000 (as adjusted for inflation after January 1, 1989) above such amount, and are payable pursuant to the provisions of 51 U.S.C. 50915 and § 440.19 of the Regulations; or
  - iv. Licensee has no liability for claims exceeding \$1,500,000,000 (as adjusted for inflation after January 1, 1989) above the amount of insurance or demonstration of financial responsibility required under § 440.9(c) of the Regulations.
7. Miscellaneous
    - a. Nothing contained herein shall be construed as a waiver or release by Licensee, any Customer, and USG Customer, or the United States of any claim by an employee of the Licensee, any Customer, any USG Customer, or the United States, respectively, including a member of the Armed Forces of the United

States, for Bodily Injury or Property Damage, resulting from Licensed Activities.

- b. Notwithstanding any provision of this Agreement to the contrary, any waiver, release, assumption of responsibility or agreement to hold harmless and indemnify herein shall not apply to claims for Bodily Injury or Property Damage resulting from willful misconduct of any of the Parties, the Contractors and Subcontractors of any of the Parties, any Customer, the Contractors and Subcontractors of any Customer, any USG Customer, the Contractors and Subcontractors of any USG Customer, and in the case of Licensee, any Customer, and the Contractors and Subcontractors of each of them, the directors, officers, agents and employees of any of the foregoing, and in the case of the United States and any USG Customer, its agents.
- c. This Agreement shall be governed by and construed in accordance with United States Federal law.

*In witness whereof*, the Parties to this Agreement have caused the Agreement to be duly executed by their respective duly authorized representatives as of the date written above.

Licensee

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer 1

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature lines for each additional customer]

Federal Aviation Administration of the Department of Transportation, on Behalf of the United States Government

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

- 7.2 Waiver of Claims and Assumption of Responsibility for Licensed Reentry Activities.
- 7.2.1 Waiver of Claims and Assumption of Responsibility for Licensed Reentry Activities with No Customer.

**Waiver of Claims and Assumption of Responsibility for Licensed Reentry with No Customer**

*This Agreement* is entered into this \_\_\_ day of \_\_\_\_, by and among [Licensee] (the “Licensee”), and the Federal Aviation Administration of the Department of Transportation, on behalf of the United States Government (collectively, the “Parties”), to implement the provisions of § 440.17(c) of the Commercial Space Transportation Licensing Regulations, 14 CFR Ch. III (the “Regulations”). This agreement applies to the reentry of the [Payload] payload on a [Reentry Vehicle] vehicle.

In consideration of the mutual releases and promises contained herein, the Parties hereby agree as follows:

1. Definitions

*Contractors and Subcontractors* means entities defined by § 440.3 of the Regulations.

*License* means License No. \_\_\_\_\_ issued on \_\_\_\_\_ by the Associate Administrator for Commercial Space Transportation, Federal Aviation Administration, Department of Transportation, to the Licensee, including all license orders issued in connection with the License.

*Licensee* means the Licensee and any transferee of the Licensee under 51 U.S.C. Subtitle V, Ch. 509.

*United States* means the United States and its agencies involved in Licensed Activities.

Except as otherwise defined herein, terms used in this Agreement and defined in 51 U.S.C. Subtitle V, Ch. 509-Commercial Space Launch Activities, or in the Regulations, shall have the same meaning as contained in 51 U.S.C. Subtitle V, Ch. 509, or the Regulations, respectively.

2. Waiver and Release of Claims

- a. Licensee hereby waives and releases claims it may have against the United States, and against its Contractors and Subcontractors of the United States, for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.
- b. The United States hereby waives and releases claims it may have against Licensee, and against the Contractors and Subcontractors of the Licensee, for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.

3. Assumption of Responsibility
  - a. Licensee shall be responsible for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault. Licensee shall hold harmless and indemnify the United States, and the Contractors and Subcontractors of the United States, for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.
  - b. The United States shall be responsible for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
4. Extension of Assumption of Responsibility and Waiver and Release of Claims
  - a. Licensee shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(a) and 3(a), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against the United States, and against the Contractors and Subcontractors of the United States, and to agree to be responsible for Property Damage they sustain and to be responsible, hold harmless and indemnify the United States and the Contractors and Subcontractors of the United States, for Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault.
  - b. The United States shall extend the requirements of the waiver and release of claims, and the assumption of responsibility as set forth in paragraphs 2(b) and 3(b), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Licensee and against the Contractors and Subcontractors of Licensee, and to agree to be responsible, for any Property Damage they sustain and for any Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims they would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
5. Indemnification
  - a. Licensee shall hold harmless and indemnify the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them from and against liability, loss or damage arising out of claims that Licensee's Contractors and Subcontractors may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.

- b. To the extent provided in advance in an appropriations law or to the extent there is enacted additional legislative authority providing for the payment of claims, the United States shall hold harmless and indemnify Licensee and Licensee's directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that Contractors and Subcontractors of the United States may have for Property Damage sustained by them, and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement, to the extent that claims they would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.

6. Assurances Under 51 U.S.C. 50914(e)

Notwithstanding any provision of this Agreement to the contrary, Licensee shall hold harmless and indemnify the United States and its agencies, servants, agents, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims for Bodily Injury or Property Damage, resulting from Licensed Activities, regardless of fault, except to the extent that:

- i. As provided in paragraph 7(b) of this Agreement, claims result from willful misconduct of the United States or its agents;
- ii. Claims for Property Damage sustained by the United States or its Contractors and Subcontractors exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(e) of the Regulations;
- iii. Claims by a Third Party for Bodily Injury or Property Damage exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) of the Regulations, and do not exceed \$1,500,000,000 (as adjusted for inflation after January 1, 1989) above such amount, and are payable pursuant to the provisions of 51 U.S.C. 50915 and § 440.19 of the Regulations; or
- iv. Licensee has no liability for claims exceeding \$1,500,000,000 (as adjusted for inflation after January 1, 1989) above the amount of insurance or demonstration of financial responsibility required under § 440.9(c) of the Regulations.

7. Miscellaneous

- a. Nothing contained herein shall be construed as a waiver or release by Licensee or the United States of any claim by an employee of the Licensee or the United States, respectively, including a member of the Armed Forces of the United States, for Bodily Injury or Property Damage, resulting from Licensed Activities.
- b. Notwithstanding any provision of this Agreement to the contrary, any waiver, release, assumption of responsibility or agreement to hold harmless and indemnify herein shall not apply to claims for Bodily Injury or Property Damage

resulting from willful misconduct of any of the Parties, the Contractors and Subcontractors of any of the Parties, and in the case of Licensee, the Contractors and Subcontractors, the directors, officers, agents and employees of the Licensee, and in the case of the United States, its agents.

- c. This Agreement shall be governed by and construed in accordance with United States Federal law.

*In witness whereof*, the Parties to this Agreement have caused the Agreement to be duly executed by their respective duly authorized representatives as of the date written above.

Licensee

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Aviation Administration of the Department of Transportation, on Behalf of the United States Government

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

7.2.2 Waiver of Claims and Assumption of Responsibility for Licensed Reentry Activities with One Customer.

**Waiver of Claims and Assumption of Responsibility for Licensed Reentry with One Customer**

This Agreement is entered into this \_\_ day of \_\_\_\_, by and among [Licensee] (the “Licensee”), [Customer] (the “Customer”), and the Federal Aviation Administration of the Department of Transportation, on behalf of the United States Government (collectively, the “Parties”), to implement the provisions of § 440.17(c) of the Commercial Space Transportation Licensing Regulations, 14 CFR Ch. III (the “Regulations”). This agreement applies to the reentry of the [Payload] payload on a [Reentry Vehicle] vehicle.

In consideration of the mutual releases and promises contained herein, the Parties hereby agree as follows:

1. Definitions

*Contractors and Subcontractors* means entities defined by § 440.3 of the Regulations.

*Customer* means the above-named Customer.

*Part 440 Customer* means a customer defined by § 440.3 of the Regulations, other than the above-named Customer.

*License* means License No. \_\_ issued on \_\_\_\_, by the Associate Administrator for Commercial Space Transportation, Federal Aviation Administration, Department of Transportation, to the Licensee, including all license orders issued in connection with the License.

*Licensee* means the Licensee and any transferee of the Licensee under 51 U.S.C. Subtitle V, Ch. 509.

*United States* means the United States and its agencies involved in Licensed Activities.

Except as otherwise defined herein, terms used in this Agreement and defined in 51 U.S.C. Subtitle V, Ch. 509 - Commercial Space Launch Activities, or in the Regulations, shall have the same meaning as contained in 51 U.S.C. Subtitle V, Ch. 509, or the Regulations, respectively.

2. Waiver and Release of Claims

- a. Licensee hereby waives and releases claims it may have against Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.
- b. Customer hereby waives and releases claims it may have against Licensee, the United States, any other customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains and for Bodily Injury or

Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.

- c. The United States hereby waives and releases claims it may have against Licensee, Customer, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
3. Assumption of Responsibility
    - a. Licensee and Customer shall each be responsible for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault. Licensee and Customer shall each hold harmless and indemnify each other, the United States, any other customer, and the Contractors and Subcontractors of each, for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.
    - b. The United States shall be responsible for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e) of the Regulations.
  4. Extension of Assumption of Responsibility and Waiver and Release of Claims
    - a. Licensee shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(a) and 3(a), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and to be responsible, hold harmless and indemnify Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault.
    - b. Customer shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(b) and 3(a), respectively, to its customers, Contractors, and Subcontractors, by requiring them to waive and release all claims they may have against Licensee, the United States, and any other customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and to be responsible, hold harmless and

indemnify Licensee, the United States, and any other customer, and each of their respective Contractors and Subcontractors, for Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault.

- c. The United States shall extend the requirements of the waiver and release of claims, and the assumption of responsibility as set forth in paragraphs 2(c) and 3(b), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Licensee, Customer, any Part 440 Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for any Property Damage they sustain and for any Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims they would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.

#### 5. Indemnification

- a. Licensee shall hold harmless and indemnify Customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them; the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them; and any Part 440 Customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them from and against liability, loss or damage arising out of claims that Licensee's Contractors and Subcontractors may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.
- b. Customer shall hold harmless and indemnify Licensee and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them; the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them; and any other customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them from and against liability, loss or damage arising out of claims that Customer's Contractors, Subcontractors, or customers may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.
- c. To the extent provided in advance in an appropriations law or to the extent there is enacted additional legislative authority providing for the payment of claims, the United States shall hold harmless and indemnify Licensee, Customer, any Part 440 Customer, and their respective directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that Contractors and Subcontractors of the United States may have for Property Damage sustained by them, and for Bodily Injury or Property Damage sustained by their employees,

resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement, to the extent that claims they would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e) of the Regulations.

6. Assurances Under 51 U.S.C. 50914(e)

Notwithstanding any provision of this Agreement to the contrary, Licensee shall hold harmless and indemnify the United States and its agencies, servants, agents, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims for Bodily Injury or Property Damage, resulting from Licensed Activities, regardless of fault, except to the extent that:

- i. As provided in paragraph 7(b) of this Agreement, claims result from willful misconduct of the United States or its agents;
- ii. Claims for Property Damage sustained by the United States or its Contractors and Subcontractors exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(e) of the Regulations;
- iii. Claims by a Third Party for Bodily Injury or Property Damage exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) of the Regulations, and do not exceed \$1,500,000,000 (as adjusted for inflation after January 1, 1989) above such amount, and are payable pursuant to the provisions of 51 U.S.C. 50915 and § 440.19 of the Regulations; or
- iv. Licensee has no liability for claims exceeding \$1,500,000,000 (as adjusted for inflation after January 1, 1989) above the amount of insurance or demonstration of financial responsibility required under § 440.9(c) of the Regulations.

7. Miscellaneous

- a. Nothing contained herein shall be construed as a waiver or release by Licensee, Customer or the United States of any claim by an employee of the Licensee, Customer or the United States, respectively, including a member of the Armed Forces of the United States, for Bodily Injury or Property Damage, resulting from Licensed Activities.
- b. Notwithstanding any provision of this Agreement to the contrary, any waiver, release, assumption of responsibility or agreement to hold harmless and indemnify herein shall not apply to claims for Bodily Injury or Property Damage resulting from willful misconduct of any of the Parties, the Contractors and Subcontractors of any of the Parties, any Part 440 Customer, the Contractors and Subcontractors of any Part 440 Customer, and in the case of Licensee, Customer, any Part 440 Customer, and the Contractors and Subcontractors of each of them, the directors, officers, agents and employees of any of the foregoing, and in the case of the United States, its agents.

- c. This Agreement shall be governed by and construed in accordance with United States Federal law.

*In witness whereof*, the Parties to this Agreement have caused the Agreement to be duly executed by their respective duly authorized representatives as of the date written above.

Licensee

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Aviation Administration of the Department of Transportation, on Behalf of the United States Government

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

7.2.3 Waiver of Claims and Assumption of Responsibility for Licensed Reentry Activities with More Than One Customer.

**Waiver of Claims and Assumption of Responsibility for Licensed Reentry with More Than One Customer**

*This agreement* is entered into this \_\_\_ day of \_\_\_\_, by and among [Licensee] (the “Licensee”); [List of Customers] (with [List of Customers] hereinafter referred to in their individual capacity as “Customer”); and the Federal Aviation Administration of the Department of Transportation, on behalf of the United States Government (collectively, the “Parties”), to implement the provisions of § 440.17(c) of the Commercial Space Transportation Licensing Regulations, 14 CFR Ch. III (the “Regulations”). This agreement applies to the reentry of [Payload] payload on a [Reentry Vehicle] vehicle.

In consideration of the mutual releases and promises contained herein, the Parties hereby agree as follows:

1. Definitions

*Contractors and Subcontractors* means entities described in § 440.3 of the Regulations.

*Customer* means each above-named Customer.

*Part 440 Customer* means a customer defined by § 440.3 of the Regulations, other than the above-named customer.

*License* means License No. \_\_\_ issued on \_\_\_\_, by the Associate Administrator for Commercial Space Transportation, Federal Aviation Administration, Department of Transportation, to the Licensee, including all license orders issued in connection with the License.

*Licensee* means the Licensee and any transferee of the Licensee under 51 U.S.C. Subtitle V, Ch. 509.

*United States* means the United States and its agencies involved in Licensed Activities.

Except as otherwise defined herein, terms used in this Agreement and defined in 51 U.S.C. Subtitle V, Ch. 509 - Commercial Space Launch Activities, or in the Regulations, shall have the same meaning as contained in 51 U.S.C. Subtitle V, Ch. 509, or the Regulations, respectively.

2. Waiver and Release of Claims

- a. Licensee hereby waives and releases claims it may have against each Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.

- b. Each Customer hereby waives and releases claims it may have against Licensee, the United States, any other customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.
    - c. The United States hereby waives and releases claims it may have against Licensee, each Customer, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
  3. Assumption of Responsibility
    - a. Licensee and each Customer shall each be responsible for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault. Licensee and each Customer shall each hold harmless and indemnify each other, the United States, any other customer, and the Contractors and Subcontractors of each, for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.
    - b. The United States shall be responsible for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
  4. Extension of Assumption of Responsibility and Waiver and Release of Claims
    - a. Licensee shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(a) and 3(a), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against each Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and to be responsible, hold harmless and indemnify each Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault.
    - b. Each Customer shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(b) and 3(a), respectively, to its customers, Contractors, and Subcontractors, by requiring them to waive and

release all claims they may have against Licensee, the United States, and any other customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and to be responsible, hold harmless and indemnify Licensee, the United States, and any other customer, and each of their respective Contractors and Subcontractors, for Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault.

- c. The United States shall extend the requirements of the waiver and release of claims, and the assumption of responsibility as set forth in paragraphs 2(c) and 3(b), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Licensee, each Customer, any Part 440 Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for any Property Damage they sustain and for any Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims they would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.

#### 5. Indemnification

- a. Licensee shall hold harmless and indemnify each Customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them; the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them; and any Part 440 Customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that Licensee's Contractors and Subcontractors may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.
- b. Each Customer shall hold harmless and indemnify Licensee and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them; and the United States and any other customer as defined by § 440.3 its agencies, servants, agents, subsidiaries, employees and assignees, or any of them; and any other customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that each Customer's Contractors, Subcontractors, and customers, may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.

- c. To the extent provided in advance in an appropriations law or to the extent there is enacted additional legislative authority providing for the payment of claims, the United States shall hold harmless and indemnify Licensee, each Customer, any Part 440 Customer, and their respective directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that Contractors and Subcontractors of the United States may have for Property Damage sustained by them, and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement, to the extent that claims they would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.

6. Assurances Under 51 U.S.C. 50914(e)

Notwithstanding any provision of this Agreement to the contrary, Licensee shall hold harmless and indemnify the United States and its agencies, servants, agents, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims for Bodily Injury or Property Damage, resulting from Licensed Activities, regardless of fault, except to the extent that:

- i. As provided in paragraph 7(b) of this Agreement, claims result from willful misconduct of the United States or its agents;
- ii. Claims for Property Damage sustained by the United States or its Contractors and Subcontractors exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(e) of the Regulations;
- iii. Claims by a Third Party for Bodily Injury or Property Damage exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) of the Regulations, and do not exceed \$1,500,000,000 (as adjusted for inflation after January 1, 1989) above such amount, and are payable pursuant to the provisions of 51 U.S.C. 50915 and § 440.19 of the Regulations; or
- iv. Licensee has no liability for claims exceeding \$1,500,000,000 (as adjusted for inflation after January 1, 1989) above the amount of insurance or demonstration of financial responsibility required under § 440.9(c) of the Regulations.

7. Miscellaneous.

- a. Nothing contained herein shall be construed as a waiver or release by Licensee, any Customer, or the United States of any claim by an employee of the Licensee, any Customer or the United States, respectively, including a member of the Armed Forces of the United States, for Bodily Injury or Property Damage, resulting from Licensed Activities.

- b. Notwithstanding any provision of this Agreement to the contrary, any waiver, release, assumption of responsibility or agreement to hold harmless and indemnify herein shall not apply to claims for Bodily Injury or Property Damage resulting from willful misconduct of any of the Parties, the Contractors and Subcontractors of any of the Parties, any Part 440 Customers, the Contractors and Subcontractors of any Part 440 Customer, and in the case of Licensee, each Customer, any Part 440 Customer, and the Contractors and Subcontractors of each of them, the directors, officers, agents and employees of any of the foregoing, and in the case of the United States, its agents.
- c. References herein to Customer shall apply to, and be deemed to include each such customer severally and not jointly.
- d. This Agreement shall be governed by and construed in accordance with United States Federal law.

*In witness whereof*, the Parties to this Agreement have caused the Agreement to be duly executed by their respective duly authorized representatives as of the date written above.

Licensee

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer 1

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature lines for each additional customer]

Federal Aviation Administration of the Department of Transportation, on Behalf of the United States Government

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

- 7.3 Agreement for Waiver of Claims and Assumption of Responsibility for Permitted Activities.
- 7.3.1 Agreement for Waiver of Claims and Assumption of Responsibility for Permitted Activities with No Customer.

**Waiver of Claims and Assumption of Responsibility for Permitted Activities with No Customer**

*This agreement* is entered into this \_\_\_ day of \_\_\_\_, by and between [Permittee] (the “Permittee”) and the Federal Aviation Administration of the Department of Transportation, on behalf of the United States Government (collectively, the “Parties”), to implement the provisions of § 440.17(c) of the Commercial Space Transportation Licensing Regulations, 14 CFR Ch. III (the “Regulations”). This agreement applies to [describe permitted activity]. In consideration of the mutual releases and promises contained herein, the Parties hereby agree as follows:

1. Definitions

*Contractors and Subcontractors* means entities defined by § 440.3 of the Regulations.

*Permit* means Permit No. \_\_\_\_\_ issued on \_\_\_\_\_, by the Associate Administrator for Commercial Space Transportation, Federal Aviation Administration, Department of Transportation, to the Permittee, including all permit orders issued in connection with the Permit.

*Permittee* means the holder of the Permit issued under 51 U.S.C. Subtitle V, Ch. 509.

*United States* means the United States and its agencies involved in Permitted Activities.

Except as otherwise defined herein, terms used in this Agreement and defined in 51 U.S.C. Subtitle V, Ch. 509 - Commercial Space Launch Activities, or in the Regulations, shall have the same meaning as contained in 51 U.S.C. Subtitle V, Ch. 509, or the Regulations, respectively.

2. Waiver and Release of Claims

- a. Permittee hereby waives and releases claims it may have against the United States, and against its Contractors and Subcontractors, for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Permitted Activities, regardless of fault.
- b. The United States hereby waives and releases claims it may have against Permittee and against its Contractors and Subcontractors, for Property Damage it sustains resulting from Permitted Activities, regardless of fault, to the extent that claims it would otherwise have for such damage exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(e) of the Regulations.

3. Assumption of Responsibility

- a. Permittee shall be responsible for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Permitted Activities, regardless of fault. Permittee shall hold harmless and indemnify the United States, and the Contractors and Subcontractors of the United States, for Bodily Injury or Property Damage sustained by its own employees, resulting from Permitted Activities, regardless of fault.
- b. The United States shall be responsible for Property Damage it sustains, resulting from Permitted Activities, regardless of fault, to the extent that claims it would otherwise have for such damage exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(e) of the Regulations.

4. Extension of Assumption of Responsibility and Waiver and Release of Claims

- a. Permittee shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(a) and 3(a), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against the United States, and against the Contractors and Subcontractors of the United States, and to agree to be responsible for Property Damage they sustain and to be responsible, hold harmless, and indemnify the United States, and the Contractors and Subcontractors of the United States, for Bodily Injury or Property Damage sustained by their own employees, resulting from Permitted Activities, regardless of fault.
- b. The United States shall extend the requirements of the waiver and release of claims, and the assumption of responsibility as set forth in paragraphs 2(b) and 3(b), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Permittee, and against the Contractors and Subcontractors of Permittee, and to agree to be responsible, for any Property Damage they sustain, resulting from Permitted Activities, regardless of fault, to the extent that claims they would otherwise have for such damage exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(e) of the Regulations.

5. Indemnification

Permittee shall hold harmless and indemnify the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss, or damage arising out of claims that Permittee's Contractors and Subcontractors may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Permitted Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.

6. Assurances Under 51 U.S.C. 50914(e)

Notwithstanding any provision of this Agreement to the contrary, Permittee shall hold harmless and indemnify the United States and its agencies, servants, agents,

employees and assignees, or any of them, from and against liability, loss or damage arising out of claims for Bodily Injury or Property Damage, resulting from Permitted Activities, regardless of fault, except to the extent that:

- i. As provided in paragraph 7(b) of this Agreement, claims result from willful misconduct of the United States or its agents; or
- ii. Claims for Property Damage sustained by the United States or its Contractors and Subcontractors exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(e) of the Regulations.

7. Miscellaneous

- a. Nothing contained herein shall be construed as a waiver or release by Permittee or the United States of any claim by an employee of the Permittee or the United States, respectively, including a member of the Armed Forces of the United States, for Bodily Injury or Property Damage, resulting from Permitted Activities.
- b. Notwithstanding any provision of this Agreement to the contrary, any waiver, release, assumption of responsibility, or agreement to hold harmless and indemnify herein shall not apply to claims for Bodily Injury or Property Damage resulting from willful misconduct of any of the Parties, the Contractors and Subcontractors of any of the Parties, and in the case of Permittee and its Contractors and Subcontractors, the directors, officers, agents, and employees of any of the foregoing, and in the case of the United States, its agents.
- c. This Agreement shall be governed by and construed in accordance with United States Federal law.

*In witness whereof*, the Parties to this Agreement have caused the Agreement to be duly executed by their respective duly authorized representatives as of the date written above.

Permittee

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Aviation Administration of the Department of Transportation, on Behalf of the United States Government

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

7.3.2 Agreement for Waiver of Claims and Assumption of Responsibility for Permitted Activities with One Customer.

**Waiver of Claims and Assumption of Responsibility for Permitted Activities with One Customer**

*This agreement* is entered into this \_\_\_ day of \_\_\_\_, by and among [Permittee] (the “Permittee”), [Customer] (the “Customer”) and the Federal Aviation Administration of the Department of Transportation, on behalf of the United States Government (collectively, the “Parties”), to implement the provisions of 440.17(c) of the Commercial Space Transportation Licensing Regulations, 14 CFR Ch. III (the “Regulations”). This agreement applies to [describe permitted activity]. In consideration of the mutual releases and promises contained herein, the Parties hereby agree as follows:

1. Definitions

*Contractors and Subcontractors* means entities defined by § 440.3 of the Regulations.

*Customer* means the above-named Customer.

*Part 440 Customer* means a customer defined by § 440.3 of the Regulations, other than the above-named customer.

*Permit* means Permit No. \_\_\_ issued on \_\_\_\_, by the Associate Administrator for Commercial Space Transportation, Federal Aviation Administration, Department of Transportation, to the Permittee, including all permit orders issued in connection with the Permit.

*Permittee* means the holder of the Permit issued under 51 U.S.C. Subtitle V, Ch. 509.

*United States* means the United States and its agencies involved in Permitted Activities.

Except as otherwise defined herein, terms used in this Agreement and defined in 51 U.S.C. Subtitle V, Ch. 509 - Commercial Space Launch Activities, or in the Regulations, shall have the same meaning as contained in 51 U.S.C. Subtitle V, Ch. 509, or the Regulations, respectively.

2. Waiver and Release of Claims

- a. Permittee hereby waives and releases claims it may have against Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Permitted Activities, regardless of fault.
- b. Customer hereby waives and releases claims it may have against Permittee, the United States, any other customer, and each of their respective Contractors and Subcontractors, for Bodily Injury or Property Damage sustained by its own employees, resulting from Permitted Activities, regardless of fault.

- c. The United States hereby waives and releases claims it may have against Permittee, Customer, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Permitted Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
3. Assumption of Responsibility
  - a. Permittee and Customer shall each be responsible for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Permitted Activities, regardless of fault. Permittee and Customer shall each hold harmless and indemnify each other, the United States, any other customer, and the Contractors and Subcontractors of each, for Bodily Injury or Property Damage sustained by its own employees, resulting from Permitted Activities, regardless of fault.
  - b. The United States shall be responsible for Property Damage it sustains, resulting from Permitted Activities, regardless of fault, to the extent that claims it would otherwise have for such damage exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(e) of the Regulations.
4. Extension of Assumption of Responsibility and Waiver and Release of Claims
  - a. Permittee shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(a) and 3(a), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and to be responsible, hold harmless and indemnify Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Bodily Injury or Property Damage sustained by their own employees, resulting from Permitted Activities, regardless of fault.
  - b. Customer shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(b) and 3(a), respectively, to its customers, Contractors, and Subcontractors, by requiring them to waive and release all claims they may have against Permittee, the United States, any other customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and to be responsible, hold harmless and indemnify Permittee, the United States, any other customer, and each of their respective Contractors and Subcontractors, for Bodily Injury or Property Damage sustained by their own employees, resulting from Permitted Activities, regardless of fault.

- c. The United States shall extend the requirements of the waiver and release of claims, and the assumption of responsibility as set forth in paragraphs 2(c) and 3(b), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Permittee, Customer, any Part 440 Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for any Property Damage they sustain and for any Bodily Injury or Property Damage sustained by their own employees, resulting from Permitted Activities, regardless of fault, to the extent that claims they would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.

#### 5. Indemnification

- a. Permittee shall hold harmless and indemnify Customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them; the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them; and any Part 440 Customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that Permittee's Contractors and Subcontractors may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Permitted Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.
- b. Customer shall hold harmless and indemnify Permittee and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them; the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them; and any other customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that Customer's Contractors, Subcontractors, and customers, may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Permitted Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.

#### 6. Assurances Under 51 U.S.C. 50914(e)

Notwithstanding any provision of this Agreement to the contrary, Permittee shall hold harmless and indemnify the United States and its agencies, servants, agents, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims for Bodily Injury or Property Damage, resulting from Permitted Activities, regardless of fault, except to the extent that:

- i. As provided in paragraph 7(b) of this Agreement, claims result from willful misconduct of the United States or its agents; or
- ii. Claims for Property Damage sustained by the United States or its Contractors and Subcontractors exceed the amount of insurance or

demonstration of financial responsibility required under § 440.9(e) of the Regulations.

7. Miscellaneous

- a. Nothing contained herein shall be construed as a waiver or release by Permittee, Customer or the United States of any claim by an employee of the Permittee, Customer or the United States, respectively, including a member of the Armed Forces of the United States, for Bodily Injury or Property Damage, resulting from Permitted Activities.
- b. Notwithstanding any provision of this Agreement to the contrary, any waiver, release, assumption of responsibility or agreement to hold harmless and indemnify herein shall not apply to claims for Bodily Injury or Property Damage resulting from willful misconduct of any of the Parties, the Contractors and Subcontractors of any of the Parties, any Part 440 Customer, the Contractors and Subcontractors of any Part 440 Customer, and in the case of Permittee, Customer, any Part 440 Customer, and the Contractors and Subcontractors of each of them, the directors, officers, agents and employees of any of the foregoing, and in the case of the United States, its agents.
- c. This Agreement shall be governed by and construed in accordance with United States Federal law.

*In witness whereof*, the Parties to this Agreement have caused the Agreement to be duly executed by their respective duly authorized representatives as of the date written above.

Permittee

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Aviation Administration of the Department of Transportation, on Behalf of the United States Government

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

7.3.3 Agreement for Waiver of Claims and Assumption of Responsibility for Permitted Activities with More than One Customer.

**Waiver of Claims and Assumption of Responsibility for Permitted Activities with More Than One Customer**

*This agreement* is entered into this \_\_\_ day of \_\_\_\_, by and among [Permittee] (the “Permittee”); [List of Customers]; (with [List of Customers] hereinafter referred to in their individual capacity as “Customer”); and the Federal Aviation Administration of the Department of Transportation, on behalf of the United States Government (collectively, the “Parties”), to implement the provisions of § 440.17(c) of the Commercial Space Transportation Licensing Regulations, 14 CFR Ch. III (the “Regulations”). This agreement applies to [describe permitted activity].

In consideration of the mutual releases and promises contained herein, the Parties hereby agree as follows:

1. Definitions

*Contractors and Subcontractors* means entities defined by § 440.3 of the Regulations.

*Customer* means each above-named Customer.

*Part 440 Customer* means a customer defined by § 440.3 of the Regulations, other than the above-named Customer.

*Permit* means Permit No. \_\_\_ issued on \_\_\_\_, by the Associate Administrator for Commercial Space Transportation, Federal Aviation Administration, Department of Transportation, to the Permittee, including all permit orders issued in connection with the Permit.

*Permittee* means the holder of the Permit issued under 51 U.S.C. Subtitle V, Ch. 509.

*United States* means the United States and its agencies involved in Permitted Activities.

Except as otherwise defined herein, terms used in this Agreement and defined in 51 U.S.C. Subtitle V, Ch. 509 - Commercial Space Launch Activities, or in the Regulations, shall have the same meaning as contained in 51 U.S.C. Subtitle V, Ch. 509, or the Regulations, respectively.

2. Waiver and Release of Claims

- a. Permittee hereby waives and releases claims it may have against each Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Permitted Activities, regardless of fault.

- b. Each Customer hereby waives and releases claims it may have against Permittee, the United States, any other customer, and each of their Contractors and Subcontractors, for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Permitted Activities, regardless of fault.
    - c. The United States hereby waives and releases claims it may have against Permittee, each Customer, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Permitted Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
3. Assumption of Responsibility
  - a. Permittee and each Customer shall each be responsible for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Permitted Activities, regardless of fault. Permittee and each Customer shall each hold harmless and indemnify each other, the United States, any other customer, and the Contractors and Subcontractors of each, for Bodily Injury or Property Damage sustained by its own employees, resulting from Permitted Activities, regardless of fault.
  - b. The United States shall be responsible for Property Damage it sustains, resulting from Permitted Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(e) of the Regulations.
4. Extension of Assumption of Responsibility and Waiver and Release of Claims
  - a. Permittee shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(a) and 3(a), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against each Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and to be responsible, hold harmless and indemnify each Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Bodily Injury or Property Damage sustained by their own employees, resulting from Permitted Activities, regardless of fault.

- b. Each Customer shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(b) and 3(a), respectively, to its customers, Contractors, and Subcontractors, by requiring them to waive and release all claims they may have against Permittee, the United States, any other customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and to be responsible, hold harmless and indemnify Permittee, the United States, any other customer, and each of their respective Contractors and Subcontractors, for Bodily Injury or Property Damage sustained by their own employees, resulting from Permitted Activities, regardless of fault.
- c. The United States shall extend the requirements of the waiver and release of claims, and the assumption of responsibility as set forth in paragraphs 2(c) and 3(b), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Permittee, each Customer, any Part 440 Customer, and each of their respective Contractors and Subcontractors, and to agree to be responsible, for any Property Damage they sustain and for any Bodily Injury or Property Damage sustained by their own employees, resulting from Permitted Activities, regardless of fault, to the extent that claims they would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.

## 5. Indemnification

- a. Permittee shall hold harmless and indemnify each Customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them; the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them; and any Part 440 Customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that Permittee's Contractors and Subcontractors may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Permitted Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.
- b. Each Customer shall hold harmless and indemnify Permittee and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them; the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them; and any other customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that each Customer's Contractors, Subcontractors, and customers, may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Permitted Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement.

6. Assurances Under 51 U.S.C. 50914(e)

Notwithstanding any provision of this Agreement to the contrary, Permittee shall hold harmless and indemnify the United States and its agencies, servants, agents, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims for Bodily Injury or Property Damage, resulting from Permitted Activities, regardless of fault, except to the extent that:

- i. As provided in paragraph 7(b) of this Agreement, claims result from willful misconduct of the United States or its agents; or
- ii. Claims for Property Damage sustained by the United States or its Contractors and Subcontractors exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(e) of the Regulations.

7. Miscellaneous.

- a. Nothing contained herein shall be construed as a waiver or release by Permittee, any Customer or the United States of any claim by an employee of the Permittee, any Customer or the United States, respectively, including a member of the Armed Forces of the United States, for Bodily Injury or Property Damage, resulting from Permitted Activities.
- b. Notwithstanding any provision of this Agreement to the contrary, any waiver, release, assumption of responsibility or agreement to hold harmless and indemnify herein shall not apply to claims for Bodily Injury or Property Damage resulting from willful misconduct of any of the Parties, the Contractors and Subcontractors of any of the Parties, any Part 440 Customer, the Contractors and Subcontractors of any Part 440 Customer, and in the case of Permittee, each Customer, any Part 440 Customer, and the Contractors and Subcontractors of each of them, the directors, officers, agents and employees of any of the foregoing, and in the case of the United States, its agents.
- c. References herein to Customer shall apply to, and be deemed to include, each such customer severally and not jointly.
- d. This Agreement shall be governed by and construed in accordance with United States Federal law.

*In witness whereof*, the Parties to this Agreement have caused the Agreement to be duly executed by their respective duly authorized representatives as of the date written above.

Permittee

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer 1

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature lines for each additional customer]

Federal Aviation Administration of the Department of Transportation, on Behalf of the  
United States Government

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

7.4 Agreement for Waiver of Claims and Assumption of Responsibility for a Crew Member.

**Agreement for Waiver of Claims and Assumption of Responsibility for a Crew Member**

*This agreement* is entered into this \_\_\_ day of \_\_\_\_, by and among [name of Crew Member] (the “Crew Member”) and the Federal Aviation Administration of the Department of Transportation, on behalf of the United States Government (collectively, the “Parties”), to implement the provisions of section 440.17(f) of the Commercial Space Transportation Licensing Regulations, 14 CFR chapter III (the “Regulations”). This agreement applies to the Crew Member's participation in activities that the FAA has authorized by license or permit during the Crew Member's employment with [Name of licensee or permittee].

In consideration of the mutual releases and promises contained herein, the Parties hereby agree as follows:

1. Definitions

*Crew Member* means:

- a. The above-named Crew Member,
- b. All the heirs, administrators, executors, assignees, next of kin, and estate of the above-named Crew Member, and
- c. Anyone who attempts to bring a claim on behalf of the Crew Member or for damage or harm arising out of the Bodily Injury, including Death, of the Crew Member.

*License/Permit* means License/Permit No. \_\_\_\_ issued on \_\_\_\_, by the Associate Administrator for Commercial Space Transportation, Federal Aviation Administration, Department of Transportation, to the Licensee/Permittee, including all license/permit orders issued in connection with the License/Permit.

*Licensee/Permittee* means the Licensee/Permittee and any transferee of the Licensee under 51 U.S.C. Subtitle V, chapter 509.

*United States* means the United States and its agencies involved in Licensed/Permitted Activities.

Except as otherwise defined herein, terms used in this Agreement and defined in 51 U.S.C. Subtitle V, chapter 509 - Commercial Space Launch Activities, or in the Regulations, shall have the same meaning as contained in 51 U.S.C. Subtitle V, chapter 509, or the Regulations, respectively.

2. Waiver and Release of Claims
  - a. Crew Member hereby waives and releases claims it may have against the United States, and against its respective Contractors and Subcontractors, for Bodily Injury, including Death, or Property Damage sustained by Crew Member, resulting from Licensed/Permitted Activities, regardless of fault.
  - b. The United States hereby waives and releases claims it may have against the Crew Member for Property Damage it sustains, and for Bodily Injury, including Death, or Property Damage sustained by its own employees, resulting from Licensed/Permitted Activities, regardless of fault.
3. Assumption of Responsibility
  - a. The Crew Member shall be responsible for Bodily Injury, including Death, or Property Damage sustained by Crew Member, resulting from Licensed/Permitted Activities, regardless of fault. The Crew Member shall hold harmless the United States, and the Contractors and Subcontractors of each Party, for Bodily Injury, including Death, or Property Damage sustained by Crew Member, resulting from Licensed/Permitted Activities, regardless of fault.
  - b. The United States shall be responsible for Property Damage it sustains, and for Bodily Injury, including Death, or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
  - c. The United States shall be responsible for Property Damage it sustains, resulting from Permitted Activities, regardless of fault, to the extent that claims it would otherwise have for such damage exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(e) of the Regulations.
4. Extension of Assumption of Responsibility and Waiver and Release of Claims
  - a. The United States shall extend the requirements of the waiver and release of claims, and the assumption of responsibility as set forth in paragraphs 2(b) and 3(b), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Crew Member and to agree to be responsible, for any Property Damage the Contractors and Subcontractors sustain and for any Bodily Injury, including Death, or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault.

- b. The United States shall extend the requirements of the waiver and release of claims, and the assumption of responsibility as set forth in paragraphs 2(b) and 3(c), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims the Contractors and Subcontractors may have against Crew Member and to agree to be responsible, for any Property Damage they sustain, resulting from Permitted Activities, regardless of fault.

5. Indemnification

Crew Member shall hold harmless and indemnify the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss, or damage arising out of claims brought by anyone for Property Damage or Bodily Injury, including Death, sustained by Crew Member, resulting from Licensed/Permitted Activities.

6. Assurances Under 51 U.S.C. 50914(e)

Notwithstanding any provision of this Agreement to the contrary, Crew Member shall hold harmless the United States and its agencies, servants, agents, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims for Bodily Injury, including Death, or Property Damage, sustained by Crew Member, resulting from Licensed/Permitted Activities, regardless of fault, except to the extent that, as provided in section 7(b) of this Agreement, claims result from willful misconduct of the United States or its agents.

7. Miscellaneous

- a. Nothing contained herein shall be construed as a waiver or release by the United States of any claim by an employee of the United States, respectively, including a member of the Armed Forces of the United States, for Bodily Injury or Property Damage, resulting from Licensed/Permitted Activities.
- b. Notwithstanding any provision of this Agreement to the contrary, any waiver, release, assumption of responsibility or agreement to hold harmless herein shall not apply to claims for Bodily Injury, including Death, or Property Damage resulting from willful misconduct of any of the Parties, the Contractors and Subcontractors of any of the Parties, and in the case of the United States, its agents.
- c. This Agreement shall be governed by and construed in accordance with United States Federal law.

*In witness whereof*, the Parties to this Agreement have caused the Agreement to be duly executed by their respective duly authorized representatives as of the date written above.

I [name of Crew Member] have read and understand this agreement and agree that I am bound by it.

Crew Member

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Aviation Administration of the Department of Transportation, on Behalf of the United States Government

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

7.5 Agreement for Waiver of Claims and Assumption of Responsibility for a Space Flight Participant.

**Agreement for Waiver of Claims and Assumption of Responsibility for a Space Flight Participant**

*This agreement* is entered into this \_\_\_ day of \_\_\_\_, by and among [name of Space Flight Participant] (the “Space Flight Participant”) and the Federal Aviation Administration of the Department of Transportation, on behalf of the United States Government (collectively, the “Parties”), to implement the provisions of § 440.17(e) of the Commercial Space Transportation Licensing Regulations, 14 CFR chapter III (the “Regulations”). This agreement applies to Space Flight Participant's travel on [name of launch or reentry vehicle] of [name of Licensee or Permittee]. In consideration of the mutual releases and promises contained herein, the Parties hereby agree as follows:

1. Definitions

*Space Flight Participant* means:

- a. The above-named Space Flight Participant,
- b. All the heirs, administrators, executors, assignees, next of kin, and estate of the above-named Space Flight Participant, and
- c. Anyone who attempts to bring a claim on behalf of the Space Flight Participant or for damage or harm arising out of the Bodily Injury, including Death, of the Space Flight Participant.

*License/Permit* means License/Permit No. \_\_\_\_ issued on \_\_\_\_, by the Associate Administrator for Commercial Space Transportation, Federal Aviation Administration, Department of Transportation, to the Licensee/Permittee, including all license/permit orders issued in connection with the License/Permit.

*Licensee/Permittee* means the Licensee/Permittee and any transferee of the Licensee under 51 U.S.C. Subtitle V, chapter 509.

*United States* means the United States and its agencies involved in Licensed/Permitted Activities.

Except as otherwise defined herein, terms used in this Agreement and defined in 51 U.S.C. Subtitle V, chapter 509 - Commercial Space Launch Activities, or in the Regulations, shall have the same meaning as contained in 51 U.S.C. Subtitle V, chapter 509, or the Regulations, respectively.

2. Waiver and Release of Claims

- a. Space Flight Participant hereby waives and releases claims it may have against the United States, and against its respective Contractors and Subcontractors, for Bodily Injury, including Death, or Property Damage sustained by Space Flight Participant, resulting from Licensed/Permitted Activities, regardless of fault.

- b. The United States hereby waives, and releases claims it may have against Space Flight Participant for Property Damage it sustains, and for Bodily Injury, including Death, or Property Damage sustained by its own employees, resulting from Licensed/Permitted Activities, regardless of fault.
  3. Assumption of Responsibility.
    - a. Space Flight Participant shall be responsible for Bodily Injury, including Death, or Property Damage sustained by the Space Flight Participant resulting from Licensed/Permitted Activities, regardless of fault. Space Flight Participant shall hold harmless the United States, and its Contractors and Subcontractors, for Bodily Injury, including Death, or Property Damage sustained by Space Flight Participant from Licensed/Permitted Activities, regardless of fault.
    - b. The United States shall be responsible for Property Damage it sustains, and for Bodily Injury, including Death, or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(c) and (e), respectively, of the Regulations.
    - c. The United States shall be responsible for Property Damage it sustains, resulting from Permitted Activities, regardless of fault, to the extent that claims it would otherwise have for such damage exceed the amount of insurance or demonstration of financial responsibility required under § 440.9(e) of the Regulations.
  4. Extension of Assumption of Responsibility and Waiver and Release of Claims
    - a. The United States shall extend the requirements of the waiver and release of claims, and the assumption of responsibility as set forth in paragraphs 2(b) and 3(b), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Space Flight Participant, and to agree to be responsible, for any Property Damage they sustain and for any Bodily Injury, including Death, or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault.
    - b. The United States shall extend the requirements of the waiver and release of claims, and the assumption of responsibility as set forth in paragraphs 2(b) and 3(c), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Space Flight Participant, and to agree to be responsible, for any Property Damage the Contractors and Subcontractors sustain, resulting from Permitted Activities, regardless of fault.
  5. Indemnification

Space Flight Participant shall hold harmless and indemnify the United States and its agencies, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims brought by anyone for Property Damage or Bodily Injury, including Death, sustained by Space Flight Participant, resulting from Licensed/Permitted Activities.

6. Assurances Under 51 U.S.C. 50914(e)

Notwithstanding any provision of this Agreement to the contrary, Space Flight Participant shall hold harmless the United States and its agencies, servants, agents, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims for Bodily Injury, including Death, or Property Damage, sustained by Space Flight Participant, resulting from Licensed/Permitted Activities, regardless of fault, except to the extent that, as provided in section 7(b) of this Agreement, claims result from willful misconduct of the United States or its agents.

7. Miscellaneous

- a. Nothing contained herein shall be construed as a waiver or release by the United States of any claim by an employee of the United States, respectively, including a member of the Armed Forces of the United States, for Bodily Injury or Property Damage, resulting from Licensed/Permitted Activities.
- b. Notwithstanding any provision of this Agreement to the contrary, any waiver, release, assumption of responsibility or agreement to hold harmless herein shall not apply to claims for Bodily Injury, including Death, or Property Damage resulting from willful misconduct of any of the Parties, the Contractors, Subcontractors, and agents of the United States, and Space Flight Participant.
- c. This Agreement shall be governed by and construed in accordance with United States Federal law.

*In witness whereof*, the Parties to this Agreement have caused the Agreement to be duly executed by their respective duly authorized representatives as of the date written above.

I [name of Space Flight Participant] have read and understand this agreement and agree that I am bound by it.

Space Flight Participant

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Aviation Administration of the Department of Transportation, on Behalf of the United States Government

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Advisory Circular Feedback Form

**Paperwork Reduction Act Burden Statement:** A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0746. Public reporting for this collection of information is estimated to be approximately 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. All responses to this collection of information are voluntary per FAA Order 1320.46D. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, 800 Independence Ave, Washington, D.C. 20590.

If you find an error in this AC, have recommendations for improving it, or have suggestions for new items/subjects to be added, you may let us know by (1) emailing this form to [9-AST-ASZ210-Directives@faa.gov](mailto:9-AST-ASZ210-Directives@faa.gov), or (2) faxing it to (202) 267-5450.

Subject: (insert AC title/number here)

Date: [Click here to enter text.](#)

*Please check all appropriate line items:*

- An error (procedural or typographical) has been noted in paragraph [Click here to enter text.](#) on page [Click here to enter text.](#)
- Recommend paragraph [Click here to enter text.](#) on page [Click here to enter text.](#) be changed as follows:  
  
[Click here to enter text.](#)
- In a future change to this AC, please cover the following subject:  
*(Briefly describe what you want added.)*  
  
[Click here to enter text.](#)
- Other comments:  
  
[Click here to enter text.](#)
- I would like to discuss the above. Please contact me.

Submitted by: \_\_\_\_\_

Date: \_\_\_\_\_