



**METROPARKS
TOLEDO**

UNMANNED AIRCRAFT PERMIT REQUEST FORM WESTWINDS METROPARK

Today's Date: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email: _____

Unmanned Permit Holders are required to have current membership in the Academy of Model Aeronautics or have equivalent insurance. (Please attach a copy of AMA Membership card or equivalent insurance policy)

AMA Membership Number: _____

AMA Expiration Date: _____

Company Equivalent Insurance is held through: _____

Unmanned Aircraft System Safety Rules:

- All operators should operate under a FAA part 107 remote certification or program within the remote AMA.
- Keep your UAS in eyesight at all times, and use an observer to assist if needed.
- Remain well clear of and do not interfere with manned aircraft operations and you must see and avoid other aircraft and obstacles at all times.
- Do not intentionally fly over unprotected persons or moving vehicles and remain at least 25 feet away from individuals and vulnerable property.
- Do not fly in adverse weather conditions such as high winds or reduced visibility.
- Do not fly under the influence of alcohol or drugs.
- Do not fly near sensitive infrastructure or property such as power stations, water treatment facilities, correctional facilities, heavily traveled roadways, government facilities, railway lines, etc.
- Avoid flying over private property adjacent to the Metropark.
- Do not conduct surveillance or photograph persons in designated UAS flight areas.
- Before flying, you must contact air traffic control tower at 419-865-6901 or 419-865-6686.

Use of Unmanned Aircraft Systems (Drones)

WAIVER AND GENERAL RELEASE OF LIABILITY

PLEASE READ THIS CAREFULLY. It affects any rights you may have if you, someone else, or any property is injured or otherwise suffers damages while due to your voluntarily participating in the use of an unmanned aircraft system (known as a “drone”) at, in, or above Metroparks of the Toledo Area’s property.

In consideration of the risk of injury and damage, and as consideration for the right to participate in operating a drone (“Activity”) on, in, at, above, or near Metroparks’ property, I, for myself, my heirs, executors, administrators, assigns, and personal representatives, knowingly and voluntarily into this waiver and general release of liability. I further represent, agree, and affirm that:

I have obtained all necessary permits or licenses related to the Activity and will adhere to all laws, rules, and regulations related to the operation and maintenance of drones, including the rules and regulations prepared by Metroparks of the Toledo Area (hereinafter referred to as “Metroparks”). I further agree to follow all other Metroparks rules and regulations.

I am voluntarily participating in the Activity entirely at my own risk, and with full knowledge of the danger and potential dangers involved to myself and others. I am aware that the Activity could result in serious injury or even death in the event of a crash. I acknowledge and understand that these risks, injuries, damages, and outcomes may arise from my own or others’ negligence, conditions related to travel, the condition of the drone, and the condition of the Activity location. I agree to assume any and all risks, known and unknown, of bodily injury, death, and property damage, related to the Activity and my participation in the Activity.

I, for myself, my heirs, executors, administrators, assigns, and personal representatives, forever waive, release, discharge, and covenant not to sue Metroparks and its affiliates, directors, officers, agents, representatives, volunteers, and employees for any liability, claim, compensation, damage, and cause of action arising out of or related to any loss, damage, or injury, including death, that occurs as a result of the Activity or my participation in the Activity. I expressly agree to waive any right that I otherwise have to bring any action or claim against the Metroparks for personal injury or property damage. In the event that I should require medical care or treatment pertaining to the Activity, I agree to that I am solely responsible for any costs related to such medical treatment.

In the event that any damage to other persons, equipment, property, or facilities occurs as a result of my willful conduct, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with my willful conduct, neglect, or recklessness. I further acknowledge that Metroparks and its directors, officers, agents, representatives, employees, and volunteers are not responsible for any errors, omissions, acts, or failures to act related to the Activity and my participation in the Activity.

I, for myself, my heirs, executors, administrators, assigns, and personal representatives, further agree to indemnify and hold harmless Metroparks, whether injury or damage is caused by my negligence, the negligence of Metroparks, or the negligence of any third party including other operators and park visitors. By participating in the Activity, I agree to follow and comply with all laws and rules associated with the Activity. Participant hereby further agrees that this Waiver and General Release of Liability will be construed in accordance with the laws of the State of Ohio. In the event that any provision contained

