

**AGREEMENT FOR  
WAIVER OF CLAIMS AND  
ASSUMPTION OF RESPONSIBILITY**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 199\_, by and among \_\_\_\_\_ (the "Licensee"), \_\_\_\_\_ (the "Customer") and the Department of Transportation, on behalf of the United States (collectively, the "Parties"), to implement the provisions of Sections 16(a)(1)(C) and (D) of the Commercial Space Launch Act, as amended, 49 U.S.C. App. 2601 et seq. (the "CSLA"), as recodified at 49 U.S.C. Subtitle IX, ch. 701-- Commercial Space Launch Activities, 49 U.S.C. §§ 70101-70119.

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

1. Definitions

"Bodily Injury" means bodily injury, sickness, disease, disability, shock, mental anguish or mental injury sustained by any person, including death, and damages for care and loss of services resulting therefrom.

"Contractors" and "Subcontractors" means contractors and subcontractors, respectively, at any tier, including suppliers of any kind, of any Party that are involved in Licensed Launch Activities.

"Customer" means the Customer and any person or entity to whom the Customer has sold, leased or assigned the payload to be launched by the Licensee, or any part thereof.

"License" means License No. \_\_\_\_\_ issued on \_\_\_\_\_, 199\_, by the Associate Administrator for Commercial Space Transportation, Federal Aviation Administration, Department of Transportation, to the Licensee, including any license orders issued in connection therewith.

"Licensed Launch Activities" means the activities carried out under the License.

"Licensee" means the Licensee and any permitted transferee.

"Property Damage" means injury or damage to, or destruction of, property, real or personal, including loss of use thereof.

"United States" means the United States and its agencies involved in Licensed Launch Activities. (For purposes of this Agreement the Customer shall not be deemed an agency of the United States involved in Licensed Launch Activities.)

Except as otherwise defined herein, terms used herein and defined in the 49 U.S.C. Subtitle IX, ch. 701 shall have the meanings therein contained.

## 2. Waiver and Release of Claims

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

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

(c) The United States hereby waives and releases claims it may have against Licensee and Customer, and against their respective Contractors and Subcontractors, for any Property Damage it sustains, and for any Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Launch 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 49 U.S.C. § 70112(a)(1)(A) or (B).

## 3. Assumption of Responsibility

(a) Licensee and Customer shall each be responsible for any Property Damage it sustains or for any Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Launch Activities, regardless of fault.

(b) The United States shall be responsible for any Property Damage it sustains, and for any Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Launch 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 49 U.S.C. § 70112(a)(1)(A) or (B).

4. Extension of Assumption and Waiver

(a) Licensee shall extend the waiver and release of claims and the requirement of the assumption of responsibility 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 and the United States, and against 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 Launch Activities, regardless of fault.

(b) Customer shall extend the waiver and release of claims and the requirement of the assumption of responsibility as set forth in paragraphs 2(b) and 3(a), respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Licensee and the United States, and against 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 Launch Activities, regardless of fault.

(c) The United States shall extend the requirement 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 and Customer, and against 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 Launch Activities, regardless of fault.

5. Indemnification

(a) Licensee shall hold harmless and indemnify Customer and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, and the United States and its agencies, servants, agents, employees and assignees, or any of them, from and against any liability, loss or damage arising out of claims 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 Launch Activities.

(b) 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 its agencies, servants, agents, employees and assignees, or any of them, from and against any liability, loss or damage arising out of claims Customer'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 Launch Activities.

(c) To the extent provided in advance in appropriations Acts or to the extent there is enacted additional legislative authority to provide for the payment of claims, the United States shall hold harmless and indemnify Licensee and Customer and their respective directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against any liability, loss or damage arising out of claims the United States' 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 Launch Activities.

6. CSLA Section 15(c) Assurances, as recodified at 49 U.S.C. § 70112(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 any liability, loss or damage arising out of claims for Bodily Injury or Property Damage, resulting from Licensed Launch Activities, regardless of fault, except to the extent that: (i) as provided in section 7(b) hereof, claims result from willful misconduct of the United States or its agents; (ii) claims for Property Damage sustained by the United States exceed the amount of insurance or demonstration of financial responsibility required under 49 U.S.C. § 70112(a)(1)(B); or (iii) claims by a third party for Bodily Injury or Property Damage exceed the amount of insurance or demonstration of financial responsibility under 49 U.S.C. § 70112(a)(1)(A), and do not exceed \$1,500,000,000 (as adjusted for inflation) above such amount, and are payable pursuant to the express provisions of 49 U.S.C. § 70113.

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 any employee of Licensee, Customer or the United

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

(b) Notwithstanding any provision of this Agreement to the contrary, any waiver, release, assumption of responsibility or agreement to indemnify herein shall not apply to claims for Bodily Injury or Property Damage resulting from wilful misconduct of any of the Parties, the Contractors and Subcontractors of any of the Parties and, in the case of Licensee and Customer and the respective Contractors and Subcontractors of each of the Parties, the directors, officers, agents and employees of any of the foregoing, and, in the case of the United States, its agents.

(c) In the event that more than one customer is involved in Licensed Launch Activities, references herein to Customer shall apply to, and be deemed to include, each such customer severally and not jointly.

(d) For purposes of the Agreement, employees of the United States shall include any member of the Armed Forces of the United States.

(e) This Agreement shall be governed by and construed in accordance with United States federal law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective duly authorized representatives as of the date first hereinbefore written.

LICENSEE

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

Its: \_\_\_\_\_

CUSTOMER

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

Its: \_\_\_\_\_

UNITED STATES

By: \_\_\_\_\_  
Its: Associate Administrator for Commercial Space Transportation  
Federal Aviation Administration  
U.S. Department of Transportation