

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

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

Associate Administrator for Commercial  
Space Transportation

[Docket No. FAA-2012-0232, 77 FR 20534, Apr.  
5, 2012]

APPENDIX E TO PART 440—AGREEMENT  
FOR WAIVER OF CLAIMS AND AS-  
SUMPTION 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 Partic-  
ipant”) and the Federal Aviation Admin-  
istration of the Department of Transpor-  
tation, on behalf of the United States Gov-  
ernment (collectively, the “Parties”), to im-  
plement the provisions of section 440.17(e) of  
the Commercial Space Transportation Li-  
censing 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 Li-  
censee 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 Partici-  
pant,

(b) All the heirs, administrators, execu-  
tors, 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 Trans-  
portation, Federal Aviation Administration,  
Department of Transportation, to the Li-  
censee/Permittee, including all license/per-  
mit orders issued in connection with the Li-  
cense/Permit.

*Licensee/Permittee* means the Licensee/Per-  
mittee 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 Regula-  
tions, shall have the same meaning as con-  
tained 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, re-  
sulting 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/Per-  
mitted Activities, regardless of fault.

3. Assumption of Responsibility

(a) Space Flight Participant shall be re-  
sponsible 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/Per-  
mitted 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, re-  
sulting from Licensed Activities, regardless  
of fault, to the extent that claims it would  
otherwise have for such damage or injury ex-  
ceed the amount of insurance or demon-  
stration of financial responsibility required  
under sections 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 oth-  
erwise have for such damage exceed the  
amount of insurance or demonstration of fi-  
nancial responsibility required under section  
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 re-  
quirements of the waiver and release of  
claims, and the assumption of responsibility  
as set forth in paragraphs 2(b) and 3(b), re-  
spectively, to its Contractors and Sub-  
contractors 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 Li-  
censed Activities, regardless of fault.

(b) The United States shall extend the re-  
quirements 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 6(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

Signature: \_\_\_\_\_

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

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

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

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

Associate Administrator for Commercial Space Transportation

[Docket No. FAA–2012–0232, 77 FR 20535, Apr. 5, 2012]

## PARTS 441–459 [RESERVED]

### PART 460—HUMAN SPACE FLIGHT REQUIREMENTS

#### Subpart A—Launch and Reentry with Crew

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- 460.1 Scope.
- 460.3 Applicability.
- 460.5 Crew qualifications and training.
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#### Subpart B—Launch and Reentry with a Space Flight Participant

- 460.41 Scope.
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AUTHORITY: 51 U.S.C. 50901–50923.

SOURCE: Docket No. FAA–2005–23449, 71 FR 75632, Dec. 15, 2006, unless otherwise noted.