

DRAFT EXHIBIT

Santa Rosa City Schools| E 3515 Business and Noninstructional Operations

Use of Unmanned Aircraft Systems (UAS)/Drones on District Grounds

A Permit to operate a UAS/drone must be approved by District at least 72 hours before operation of UAS/drone. Operators should apply for a permit well ahead of intended use to allow time for processing.

At Superintendent's or designee's discretion, a limited number of permits may be issued for any individual event / date or school site.

Name of Organization: _____

Advisor/Teacher/Owner/Manager: _____

Address: _____

Phone: _____

Email Address: _____

Required checklist in order to review permit application to operate UAS/drones within or over District property:

_____ Weight of UAS/Drones _____

_____ Copy of registration certificate issued by Federal Aviation Administration (FAA) for UAS/drones over 0.55 lbs.

_____ Copy of remote pilot certificate for UAS/drone operators

_____ Date of Use: _____ Time of Use: _____

_____ Location of Use: _____

_____ Number of drones to be operated

_____ Proof of general liability insurance with an endorsement naming the District as additional insured provided (Required for UAS/drone operations not related to a District class or activity)

_____ Hold Harmless Agreement signed (Required for UAS/drone operations not related to a District class or activity)

_____ Confirmation that all operators are trained in the use of the UAS/drone

_____ FAA regulations met if operated for commercial purposes

_____ List of subject(s)/area(s) that will be recorded, or for which visual images or sounds will be transmitted

Name(s) and age(s) of all UAS/drone operator(s):

I confirm all documents provided to the District are true and correct, and that all UAS/drones operators have been properly trained on the use of UAS/drones.

Name: _____

Signature: _____

Title: _____

Date: _____

District Administrator approval for issuance of permit to operate UAS/drone

Date

SANTA ROSA CITY SCHOOLS

211 RIDGWAY AVENUE

SANTA ROSA, CA 95401

USE OF UNMANNED AIRCRAFT SYSTEMS (UAS)/DRONES ON DISTRICT GROUNDS

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

_____ agrees to and does hereby indemnify and hold harmless Santa Rosa City Schools, its board, officers, agents, employees and volunteers (herein referred to as "District") from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever in connection to the use of a UAS/drone on District property (herein referred to as "Activity"), which may be incurred by reason of:

Liability for damages for: (1) death or bodily injury to persons, (2) injury to or loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the undersigned or any person, firm or corporation employed by or associated with the undersigned upon or in connection with the Activity called for in this Agreement except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District.

Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the undersigned, or any person, firm, or corporation employed by or associated with the undersigned, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation, including the District arising out of, or in any way connected with the Activity covered by this Agreement whether said injury or damage occurs either on or off school district property, if the liability arose from the negligent or willful misconduct of anyone employed by or associated with the undersigned, either directly or by independent contract.

The undersigned at his/her own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the District, its board, officers, agents, employees, or volunteers on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the District, its board, officers, agents, employees or volunteers in any action, suit or other proceedings as a result thereof in connection to the use of UAS/drone on District property.

The undersigned shall provide proof of general liability insurance covering the UAS/drone's flight and operations with limits of not less than \$1 million per occurrence. The policy shall also be endorsed to name the

District as a designated additional insured. The additional covered party/insured endorsement must be in the form of an Endorsement (Rider) attached to the organization's general liability insurance policy and must contain the following text:

Santa Rosa City Schools (SRCS), the Board, Employees and Volunteers of the District, 211 Ridgway Avenue, Santa Rosa, CA 95401

_____ further agrees to pay for any and all damage to the property of Santa Rosa City Schools, or loss or theft of such property, done or caused by any employee or person associated with _____. Santa Rosa City Schools assumes no responsibility whatsoever for any persons operating UAS/Drones for _____ or property of _____ placed on District property.

_____ further agrees to waive all rights of subrogation against Santa Rosa City Schools. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its agents or employees.

_____ confirms at it's own cost and risk that all signed releases have been received from any individuals for which images and/or sound will be recorded or transmitted.

I, THE UNDERSIGNED, ASSERT BY THE SIGNATURE BELOW, THAT I HAVE READ, UNDERSTAND AND VOLUNTARILY AGREE TO ALL TERMS AND CONDITIONS OF THIS DOCUMENT.

Date Signature

Name

Title

Policy SANTA ROSA CITY SCHOOLS

Approved: