

DRONE OPERATION LIABILITY WAIVER AND RELEASE

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This Drone Operation Liability Waiver and Release (this "**Waiver**") is entered into as of [EFFECTIVE DATE] by and between:

[OPERATOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] (or an individual operator) with its principal place of business or residence at [OPERATOR ADDRESS] (the "**Operator**"); and [CLIENT / PARTICIPANT NAME], [an individual / a STATE ENTITY TYPE] located at [CLIENT ADDRESS] (the "**Client**").

Operator and Client are each a "**Party**" and together the "**Parties**." Where this Waiver is signed by a person participating in or present at a drone operation rather than contracting for services, that person is also a "**Participant**" and agrees to the releases and acknowledgments below.

Recitals. Operator operates one or more unmanned aircraft systems, commonly known as drones (each, a "**Drone**"), to provide [DESCRIBE SERVICE OR ACTIVITY, e.g. aerial photography, surveying, inspection, recreational flight] (the "**Operation**"). The Client wishes to engage Operator for, or to allow, the Operation at or near [LOCATION / PROPERTY DESCRIPTION] (the "**Site**"). Drone operations involve inherent risks. In consideration of being permitted to proceed, the Parties agree as follows.

1. Acknowledgment of Inherent Risks

1.1 Nature of the risks. The Client acknowledges that operating a Drone involves inherent risks, including loss of control, equipment or battery failure, collision with persons, property, structures, or other aircraft, propeller injury, falling objects, fire, electromagnetic interference, and sudden changes in weather or visibility.

1.2 No guarantee of safety. The Client acknowledges that, despite reasonable precautions, the Operator cannot eliminate these risks, and that a Drone may behave unpredictably.

1.3 Property and bystanders. The Client acknowledges that the Operation may occur near people, animals, vehicles, structures, and the Client's property, and that damage or injury may result notwithstanding careful operation.

1.4 Voluntary participation. The Client voluntarily chooses to engage in or allow the Operation with full knowledge of these risks.

2. Operator Representations and Regulatory Compliance

2.1 Authorization. Operator represents that it will operate each Drone in accordance with all applicable laws, regulations, and rules governing unmanned aircraft, including any required registration, certification, licensing, airspace authorization, and operating limitations imposed by the relevant aviation authority and by state and local

law.

2.2 Airspace and permissions. Operator is responsible for confirming that the Operation is permitted in the relevant airspace and at the Site, and for obtaining any required authorizations or waivers before flight. Operator will not operate where prohibited.

2.3 Operating standards. Operator will conduct the Operation using reasonable care, will maintain visual or otherwise lawful control of the Drone, and will suspend or abort the Operation if conditions make safe operation impracticable.

2.4 Insurance. Operator **[does / does not]** carry liability insurance covering drone operations with limits of **[AMOUNT]**. This Waiver does not limit any coverage that applies, and any insurance is in addition to, not a substitute for, the allocations of risk in this Waiver.

3. Client Responsibilities

3.1 Site access and conditions. The Client will provide safe and lawful access to the Site, will disclose known hazards, obstructions, and restrictions, and will keep unauthorized persons and animals clear of the operating area as the Operator reasonably directs.

3.2 Permissions for the Site. If the Client does not own or control the Site or adjacent property, the Client represents it has obtained, or will assist the Operator in obtaining, any necessary permission for the Operation, including permission to overfly or capture imagery of the Site.

3.3 Privacy and consent. The Client will inform persons at the Site of the Operation where appropriate and will cooperate to address reasonable privacy concerns, recognizing that aerial imagery may capture people and property.

3.4 Following instructions. Any Participant present during the Operation will follow the Operator's safety instructions and remain outside any designated exclusion area.

4. Assumption of Risk, Release, and Waiver

4.1 Assumption of risk. To the fullest extent permitted by applicable law, the Client and each Participant knowingly and voluntarily assume all risks associated with the Operation, whether or not described in this Waiver and whether arising from the ordinary negligence of the Released Parties or otherwise.

4.2 Release. To the fullest extent permitted by applicable law, the Client and each Participant release, waive, and discharge the Operator and its owners, officers, employees, contractors, agents, and affiliates (collectively, the "**Released Parties**") from any and all claims, demands, causes of action, and liabilities for bodily injury, death, property damage, or other loss arising from or related to the Operation.

4.3 Covenant not to sue. The Client and each Participant agree not to sue or bring any claim against the Released Parties for any matter released under this Waiver, to the extent permitted by law.

4.4 Limits of the release. This release does not extend to liability that cannot be released under applicable law, including, where applicable, the Released Parties' gross negligence, recklessness, or willful or intentional misconduct, nor does it limit the Operator's obligation to comply with aviation and other laws. Some jurisdictions limit the enforceability of liability waivers; this Waiver is intended to be enforced to the maximum extent the law allows.

5. Indemnification

5.1 Client indemnity. To the fullest extent permitted by applicable law, the Client agrees to indemnify and hold harmless the Released Parties from any third-party claim arising from the Client's breach of this Waiver, the Client's failure to obtain necessary permissions, or hazards at the Site that the Client failed to disclose.

5.2 Costs. This indemnity includes reasonable attorneys' fees and costs incurred in defending a covered claim, subject to applicable law.

5.3 Mutual cooperation. The indemnified Party will give prompt notice of any claim and reasonable cooperation in its defense.

6. Media, Data, and Imagery

6.1 Ownership of imagery. Unless the Parties agree otherwise in writing, ownership of and rights to photographs, video, and data captured during the Operation are governed by **[REFERENCE TO SERVICES AGREEMENT / STATED HERE: e.g. Operator retains ownership and grants Client a license]**.

6.2 Privacy compliance. Each Party will handle any captured imagery and data in compliance with applicable privacy and data-protection laws, and will not use it unlawfully or to harass any person.

6.3 Consent for likeness. The Client is responsible for any consents required from identifiable individuals captured at the Client's direction, except where the Operator independently uses imagery, in which case the Operator is responsible for its own use.

7. Minor Participants

7.1 Guardian authority. If a Participant is a minor, this Waiver is signed by the minor's parent or legal guardian, who represents authority to do so and assumes the risks and agrees to the releases on the minor's behalf, to the extent permitted by law.

7.2 Enforceability limits. The guardian understands that a court may decline to enforce a release on behalf of a minor in certain jurisdictions, and signs this Waiver intending it to be enforced to the maximum extent the law allows.

8. General Provisions

8.1 Governing law. This Waiver is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, and is subject to any applicable federal aviation law.

8.2 Venue. Any dispute arising from this Waiver will be brought exclusively in the state or federal courts located in **[COUNTY, STATE]**, and the Parties consent to that jurisdiction and venue.

8.3 Severability. If any provision is held unenforceable, that provision will be enforced to the greatest extent permitted, and the remaining provisions remain in full effect.

8.4 Entire agreement; amendment. This Waiver is the entire agreement between the Parties on its subject and supersedes prior understandings. It may be amended only by a writing signed by both Parties.

8.5 Voluntary and knowing. Each signer has read this Waiver, understands that it includes a release of legal rights and an assumption of risk, and signs it freely and voluntarily.

8.6 Counterparts and electronic signature. This Waiver may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

I HAVE READ THIS WAIVER, UNDERSTAND ITS TERMS, AND SIGN IT VOLUNTARILY.

CLIENT / PARTICIPANT**OPERATOR**

Signature: _____

Signature: _____

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[TITLE OR N/A]**Title: **[TITLE]**

Date: _____

Date: _____

IF A PARTICIPANT IS A MINOR — PARENT OR LEGAL GUARDIAN**PARENT / GUARDIAN**

Signature: _____

Printed name: **[GUARDIAN NAME]**Relationship to minor: **[RELATIONSHIP]**

Date: _____

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