



# March Inland Port



**March Inland Port Airport Authority**  
 23555 Meyer Drive  
 Riverside, California 92518  
 Phone: 951.656.7000

## CIVIL AIRCRAFT HOLD HARMLESS AGREEMENT

BETWEEN USER AND MARCH JOINT POWERS AUTHORITY & UNITED STATES ARMED FORCES & PERSONNEL

1. Today's date:

*Forward this completed form to the Airport Director at [gosliga@marchjpa.com](mailto:gosliga@marchjpa.com) (EMAIL Signatures Accepted)*

The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the March Joint Powers Authority, Airport Director, 23555 Meyer Drive, Riverside, CA 92518.

**NOTE: THIS FORM DOES NOT CONSTITUTE A CIVIL AIRCRAFT LANDING PERMIT.**  
 Please read Privacy Act Statement and Instructions below before completing this form.  
 If additional space is required, continue on back.

1. THE USER NAMED BELOW, IN CONSIDERATION OF PERMISSION GRANTED BY THE MARCH INLAND PORT AIRPORT AUTHORITY AND UNITED STATES ARMED FORCES UNDER PL 85-726, 49 USC SECTION 44502(d), TO USE MILITARY AIRFIELD FACILITIES, AGREES:

a. The User releases forever the March Inland Port Airport Authority, March Joint Powers Authority, its agencies and United States personnel, from every liability arising out of the use of the civil and military airfield, supplies, or services, by the User. The User will defend, pay or settle every claim or suit against the March Inland Port Airport Authority, March Joint Powers Authority, its agencies and personnel, by agents or employees of the User or persons claiming through them, or by third parties, and will hold the March Inland Port Airport Authority, March Joint Powers Authority, its agencies and United States personnel, harmless against every such claim or suit, including attorney fees, costs, and expenses, arising out of the use of the civil and military airfield, March Inland Port or military supplies or services, by the User. **EXCEPTION:** Death, injury, loss or damage to persons or property resulting solely from the willful misconduct of March Inland Port or United States personnel; and, in addition, any liability from another contract concerning the use of the civil and military airfield, supplies, or services shall not be affected by the Hold Harmless Agreement.

b. The User will pay or settle every claim for death or injury to March Inland Port or United States personnel, or for loss or damage to property of or under the control of the March Inland Port Airport Authority or United States or United States personnel, arising out of the use of the military airfield or military supplies or services, by the User, unless the death, injury, loss, or damage results solely from the negligence or willful misconduct of United States personnel.

c. For the purposes of this agreement, the term "United States personnel" shall include:

(1) Military personnel and civilian employees of the United States, including non-appropriated fund employees, acting within the scope of their employment, and

(2) Heirs, successors, executors, administrators, and assigns of such employees.

d. The User will comply with all pertinent parts of applicable military regulations listed in NOTE 1 and local supplements, directives, and orders, which are hereby incorporated into this agreement.

e. This agreement replaces previous Hold Harmless Agreements, if any, by the same User, as of the date of this agreement. Termination by the User requires 60 days written notice to the military authority where the agreement was submitted.

NOTE: 1	ARMY	MARCH JOINT POWERS AUTHORITY	AIR FORCE
AR 95-2 Can be viewed at: <a href="http://books.army.mil/cgi-bin/bookmgr/Shelves">http://books.army.mil/cgi-bin/bookmgr/Shelves</a>	Landing Permit Hold Harmless Form 11.14.2008 Can be viewed at: <a href="http://marchjpa.com/MarchInlandPort/LandingPermits">http://marchjpa.com/MarchInlandPort/LandingPermits</a>	AFI 10-1001 Can be viewed at: <a href="http://afpubs.hq.af.mil">http://afpubs.hq.af.mil</a>	

2. User

a. CORPORATION (Name and address of divisions, subsidiaries, or companies of the parent organization named as user and for whom the user is legally liable should also be listed if this agreement is applicable to their use of military airfields.)

(1) TYPED COMPANY NAME(S)	(2) COMPANY ADDRESS(ES)

b. INDIVIDUAL OR FIRST CORPORATE OFFICER

(1) TYPED NAME (Last, First, Middle Initial)	(2) ADDRESS (ES)
(3) SIGNATURE (Blue ink)	(4) TITLE (Corporate officer)
	DATE

3. VERIFICATION (Complete if the user is a company, corporation, etc.)

I hereby verify that the signatory above holds the position indicated and is duly authorized to sign on behalf of the User.

b. SECOND CORPORATE OFFICER

(1) TYPED NAME (Last, First, Middle Initial)	(2) ADDRESS (ES)
(3) SIGNATURE (Blue ink)	(4) TITLE (Corporate officer)
	DATE

#### **HOLD HARMLESS INSTRUCTIONS**

**Note: It is preferred you send the completed form to the airport director by email so the airport authority can edit its sections. The airport authority will accept your typed signature and use your email as evidence of your concurrence to the terms herein. Otherwise, simply fax or email a copy of the the originally signed form.**

A3.3. Civil Aircraft Hold Harmless Agreement. A form submitted and accepted by an approving authority for an individual remains valid and need not be resubmitted to the same approving authority, unless canceled for cause. Forms submitted by companies, organizations, associations, etc, must be resubmitted at least every five years.

A3.3.1. Block 2a(1). This block should contain the user's name if the applicant is a company. If the hold harmless agreement is intended to cover other entities of a parent company, their names must also be included in this block.

A3.3.2. Block 2a(2). This block should contain the user's address if the applicant is a company.

A3.3.3. Block 2b(1). This block should contain the name of the individual applying for a landing permit or the name of a corporate officer that is authorized to legally bind the corporation from litigation against the MJPA and Air Force.

A3.3.4. Block 2b(2). This block should contain the address of the individual applying for a landing permit. A company address is only required if it is different from the address in block 2a(2).

A3.3.5. Block 2b(3). The form must be signed in blue ink so that hand scribed, original signatures are easy to identify. Signature stamps or any type of facsimile signature cannot be accepted.

A3.3.6. Block 2b(4). This block should only be completed when the applicant is a company, organization, association, etc.

A3.3.7. Block 3a(1). If the applicant is a company, organization, association, etc, the form must be completed and signed by the corporate secretary or a second corporate officer (other than the officer executing Hold Harmless) to certify the signature of the first officer. As necessary, the MJPA and US Air Force may require that the form be authenticated by an appropriately designated third official.

A3.3.8. Block 3a(2). The form must be signed in blue ink so that hand scribed, original signatures are easy to identify. Signature stamps or any type of facsimile signature cannot be accepted.

A3.3.9. Block 3a(3). Self-explanatory.

A3.3.10. Block 4. Self-explanatory.