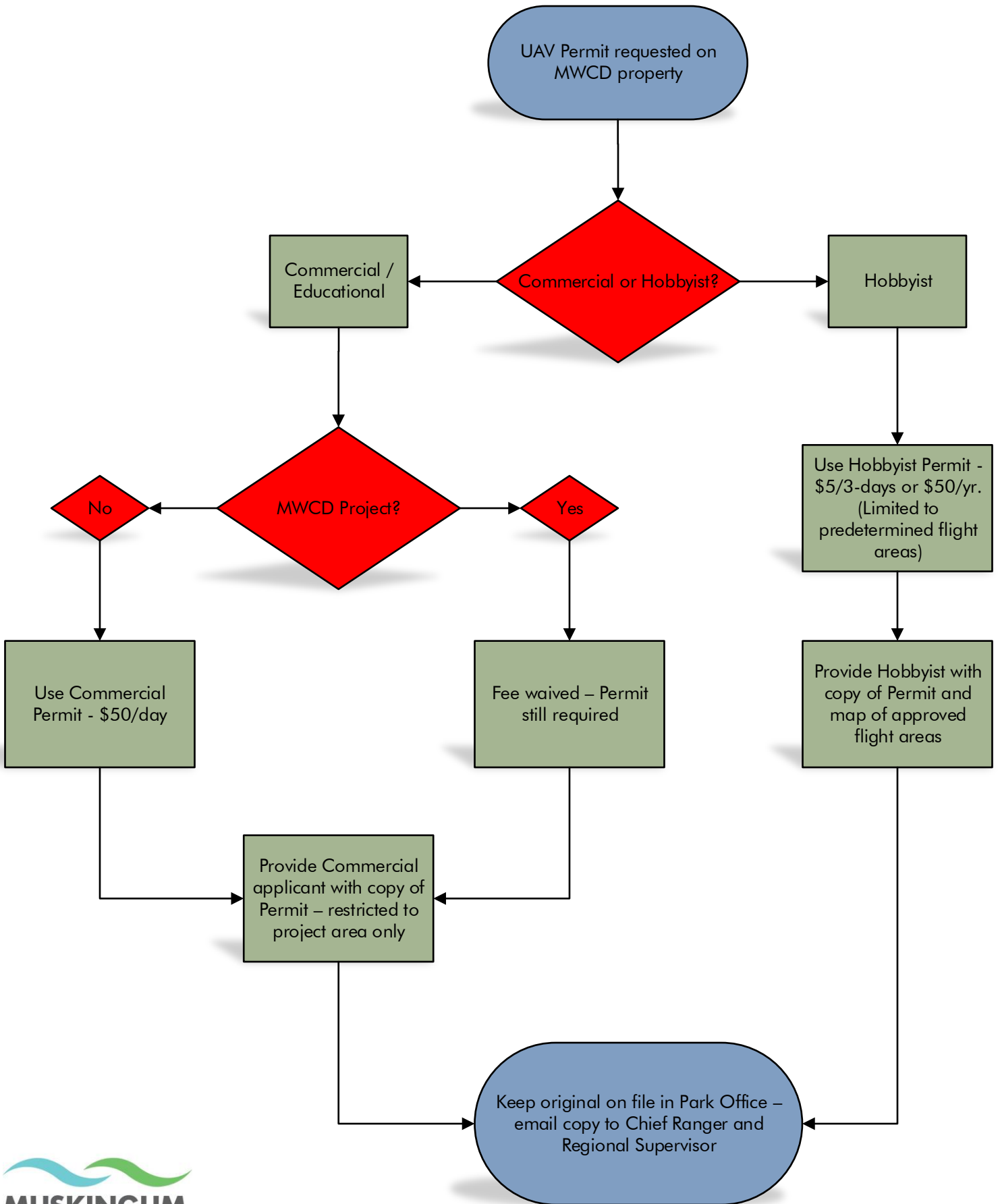


MWCD Process for UAV/Drone Permits





APPLICATION AND UAV PERMIT - HOBBYIST

Thank you for your interest in the MWCD. Please fill out and return this form to the park address listed below. A copy will be returned to you.

APPLICANTS NAME _____

ADDRESS _____

PHONE _____ PARK/RESERVOIR LOCATION _____

REGULATIONS OF THIS PERMIT:

1. A separate permit is required for each UAV.
2. All rules and regulations of the Muskingum Watershed Conservancy District ("MWCD") shall be observed.
3. All rules and regulations of the Federal Aviation Administration for hobbyists ("FAA") shall be observed.
4. Hobbyist operators shall operate only in approved unrestricted areas.
5. Operator shall be member of the Academy of Model Aeronautics (AMA) or have equivalent insurance.
6. The permittee will save the District harmless from all claims, liabilities and costs arising out of actions of the permittee or its agents under this permit.
7. This permit will be valid on the date(s) and at the park (s) as specified below.
8. Fly no higher than 400 feet above ground level and remain below any surrounding obstacles.
9. The minimum elevation for flight in MWCD leased areas such as cottage areas or youth camps is 100 feet above ground level (AGL) unless Lessee grants written permission for lower altitude flights.
10. Keep your UAV in eyesight always and use an observer to assist if needed.
11. Do not fly over unprotected persons or moving vehicles and remain at least 25 feet away from individuals and vulnerable property.
12. Do not fly in adverse weather conditions such as high winds or reduced visibility.
13. Do not fly under the influence of alcohol or drugs.
14. Do not fly near sensitive infrastructure or property such as power stations, water treatment facilities, construction areas, heavily traveled roadways, railway lines, docks, dams, or spillways, etc.
15. Do not fly over private property or United States Army Corps of Engineer's property adjacent to the MWCD property.
16. The permittee shall have a copy of the permit on hand while operating UAV.
17. VIOLATION OF ANY OF THE ABOVE RULES MAY RESULT IN IMMEDIATE REVOCATION OF THIS PERMIT AND REPORTING OF VIOLATION TO THE FAA.

IT IS NOT THE MWCD'S RESPONSIBILITY TO INFORM, TRAIN OR EDUCATE THE PUBLIC ABOUT FAA REGULATIONS.

_____ Hobbyist UAV flight - 3 consecutive days (\$5.00)

_____ Hobbyist UAV flight – Calendar year 20____ (\$50.00)

_____ FAA Registration Number affixed to UAV being flown for this permit.

With my signature, I certify that I have read and understand the regulations of this permit.

Printed Name of Applicant	Signature of Applicant	Date
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For Office Use Only

Permit Approved Yes _____ No _____ Date _____

Permit Valid for the Following Date(s) _____ Permit Valid at _____

Reason for Disapproval _____

Signature of MWCD Representative	Date
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Use of Unmanned Aircraft Vehicles (UAV) WAIVER AND GENERAL RELEASE OF LIABILITY

PLEASE READ THIS CAREFULLY. It affects any rights you may have if you, someone else, or any property is injured or otherwise suffers damages while due to your voluntarily participating in the use of an unmanned aircraft vehicle (UAV) at, in, or above Muskingum Watershed Conservancy District's (MWCD) property.

In consideration of the risk of injury and damage, and as consideration for the right to participate in operating a UAV ("Activity") on, in, at, above, or near MWCDs' property, I, for myself, my heirs, executors, administrators, assigns, and personal representatives, knowingly and voluntarily enter into this waiver and general release of liability. I further represent, agree, and affirm that:

I have obtained all necessary permits or licenses related to the Activity and will adhere to all laws, rules, and regulations related to the operation and maintenance of UAVs, including the rules and regulations prepared by MWCD. I further agree to follow all other MWCD rules and regulations.

I am voluntarily participating in the Activity entirely at my own risk, and with full knowledge of the danger and potential dangers involved to myself and others. I am aware that the Activity could result in serious injury or even death in the event of a crash. I acknowledge and understand that these risks, injuries, damages, and outcomes may arise from my own or others' negligence, conditions related to travel, the condition of the UAV, and the condition of the Activity location. I agree to assume any and all risks, known and unknown, of bodily injury, death, and property damage, related to the Activity and my participation in the Activity.

I, for myself, my heirs, executors, administrators, assigns, and personal representatives, forever waive, release, discharge, and covenant not to sue MWCD and its affiliates, directors, officers, agents, representatives, board members, volunteers, and employees for any liability, claim, compensation, damage, and cause of action arising out of or related to any loss, damage, or injury, including death, that occurs as a result of the Activity or my participation in the Activity. I expressly agree to waive any right that I otherwise have to bring any action or claim against the MWCD for personal injury or property damage. In the event that I should require medical care or treatment pertaining to the Activity, I agree that I am solely responsible for any costs related to such medical treatment.

In the event that any damage to other persons, equipment, property, or facilities occurs as a result of my willful conduct, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with my willful conduct, negligence, or recklessness. I further acknowledge that MWCD and its directors, officers, agents, representatives, board members, employees, and volunteers are not responsible for any errors, omissions, acts, or failures to act related to the Activity and my participation in the Activity.

I, for myself, my heirs, executors, administrators, assigns, and personal representatives, further agree to indemnify and hold harmless MWCD, whether injury or damage is caused by my negligence, the negligence of MWCD, or the negligence of any third party including other operators and park visitors, **except that MWCD shall not be released from its willful or wanton misconduct.** By participating in the Activity, I agree to follow and comply with all laws and rules associated with the Activity. Participant hereby further agrees that this Waiver and General Release of Liability will be construed in accordance with the laws of the State of Ohio, except with regard to its conflicts of law provisions. In the event that any provision contained within this Waiver and General Release of Liability is found invalid, unlawful, or otherwise, unenforceable, the remainder of this Agreement will remain in full force and effect.

By signing this Waiver and General Release of Liability, I certify that I have carefully read and fully understand and agree to all conditions set forth herein. I voluntarily sign this with full knowledge that this includes a general and full release of liability and that I am forfeiting certain legal rights. I understand that this Agreement cannot be modified orally. I understand that should I violate the aforementioned laws, rules, and regulations, I hereby forfeit my ability to operate an unmanned aircraft vehicle in MWCD property.

Printed Name of Applicant

Signature of Applicant

Date



APPLICATION AND UAV PERMIT - COMMERCIAL

Thank you for your interest in the MWCD. Please fill out and return this form to the park address listed below. A copy will be returned to you.

COMPANY NAME _____ APPLICANTS NAME _____

ADDRESS _____

PHONE _____ PARK/RESERVOIR LOCATION _____

REGULATIONS OF THIS PERMIT:

1. A separate permit is required for each UAV.
2. All rules and regulations of the Muskingum Watershed Conservancy District ("MWCD") shall be observed.
3. All rules and regulations of the Federal Aviation Administration for hobbyists ("FAA") shall be observed.
4. Commercial operators shall operate under a FAA part 107 remote certification or Section 333 exemption.
5. Operator shall provide proof of insurance with no less than \$1,000,000 general liability coverage for UAV operation. Permittee's policy shall list MWCD as a named insured. Said policy shall also require 30 days' notice to Licensor prior to cancellation of said policy.
6. The permittee will save the District harmless from all claims, liabilities and costs arising out of actions of the permittee or its agents under this permit.
7. This permit will be valid on the date(s) and at the park (s) as specified below.
8. Fly no higher than 400 feet above ground level and remain below any surrounding obstacles.
9. Keep your UAV in eyesight always and use an observer to assist if needed.
10. Do not fly over unprotected persons or moving vehicles and remain at least 25 feet away from individuals and vulnerable property.
11. Do not fly in adverse weather conditions such as high winds or reduced visibility.
12. Do not fly under the influence of alcohol or drugs.
13. Do not fly near sensitive infrastructure or property such as power stations, water treatment facilities, construction areas, heavily traveled roadways, railway lines, docks, dams, or spillways, etc.
14. Do not fly over private property or United States Army Corps of Engineer's property adjacent to the MWCD property.
15. The permittee shall have a copy of the permit on hand while operating UAV.
16. VIOLATION OF ANY OF THE ABOVE RULES MAY RESULT IN IMMEDIATE REVOCATION OF THIS PERMIT AND REPORTING OF VIOLATION TO THE FAA.

IT IS NOT THE MWCD'S RESPONSIBILITY TO INFORM, TRAIN OR EDUCATE THE PUBLIC ABOUT FAA REGULATIONS.

_____ Commercial UAV flight - 1 day only (\$50.00 – fee waived if flight is for MWCD project)

_____ Special event - Dates specified _____ (Special Event Application must be accompanying)

_____ FAA Registration Number affixed to UAV being flown for this permit.

With my signature, I certify that I have read and understand the regulations of this permit.

Printed Name of Applicant *Signature of Applicant* *Date*

For Office Use Only

Permit Approved Yes _____ No _____ Date _____

Permit Valid for the Following Date(s) _____ Permit Valid at _____

Reason for Disapproval _____

Signature of MWCD Representative *Date*

Use of Unmanned Aircraft Vehicles (UAV) WAIVER AND GENERAL RELEASE OF LIABILITY

PLEASE READ THIS CAREFULLY. It affects any rights you may have if you, someone else, or any property is injured or otherwise suffers damages while due to your voluntarily participating in the use of an unmanned aircraft vehicle (UAV) at, in, or above Muskingum Watershed Conservancy District's (MWCD) property.

In consideration of the risk of injury and damage, and as consideration for the right to participate in operating a UAV ("Activity") on, in, at, above, or near MWCDs' property, I, for myself, my heirs, executors, administrators, assigns, and personal representatives, knowingly and voluntarily enter into this waiver and general release of liability. I further represent, agree, and affirm that:

I have obtained all necessary permits or licenses related to the Activity and will adhere to all laws, rules, and regulations related to the operation and maintenance of UAVs, including the rules and regulations prepared by MWCD. I further agree to follow all other MWCD rules and regulations.

I am voluntarily participating in the Activity entirely at my own risk, and with full knowledge of the danger and potential dangers involved to myself and others. I am aware that the Activity could result in serious injury or even death in the event of a crash. I acknowledge and understand that these risks, injuries, damages, and outcomes may arise from my own or others' negligence, conditions related to travel, the condition of the UAV, and the condition of the Activity location. I agree to assume any and all risks, known and unknown, of bodily injury, death, and property damage, related to the Activity and my participation in the Activity.

I, for myself, my heirs, executors, administrators, assigns, and personal representatives, forever waive, release, discharge, and covenant not to sue MWCD and its affiliates, directors, officers, agents, representatives, board members, volunteers, and employees for any liability, claim, compensation, damage, and cause of action arising out of or related to any loss, damage, or injury, including death, that occurs as a result of the Activity or my participation in the Activity. I expressly agree to waive any right that I otherwise have to bring any action or claim against the MWCD for personal injury or property damage. In the event that I should require medical care or treatment pertaining to the Activity, I agree that I am solely responsible for any costs related to such medical treatment.

In the event that any damage to other persons, equipment, property, or facilities occurs as a result of my willful conduct, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with my willful conduct, negligence, or recklessness. I further acknowledge that MWCD and its directors, officers, agents, representatives, board members, employees, and volunteers are not responsible for any errors, omissions, acts, or failures to act related to the Activity and my participation in the Activity.

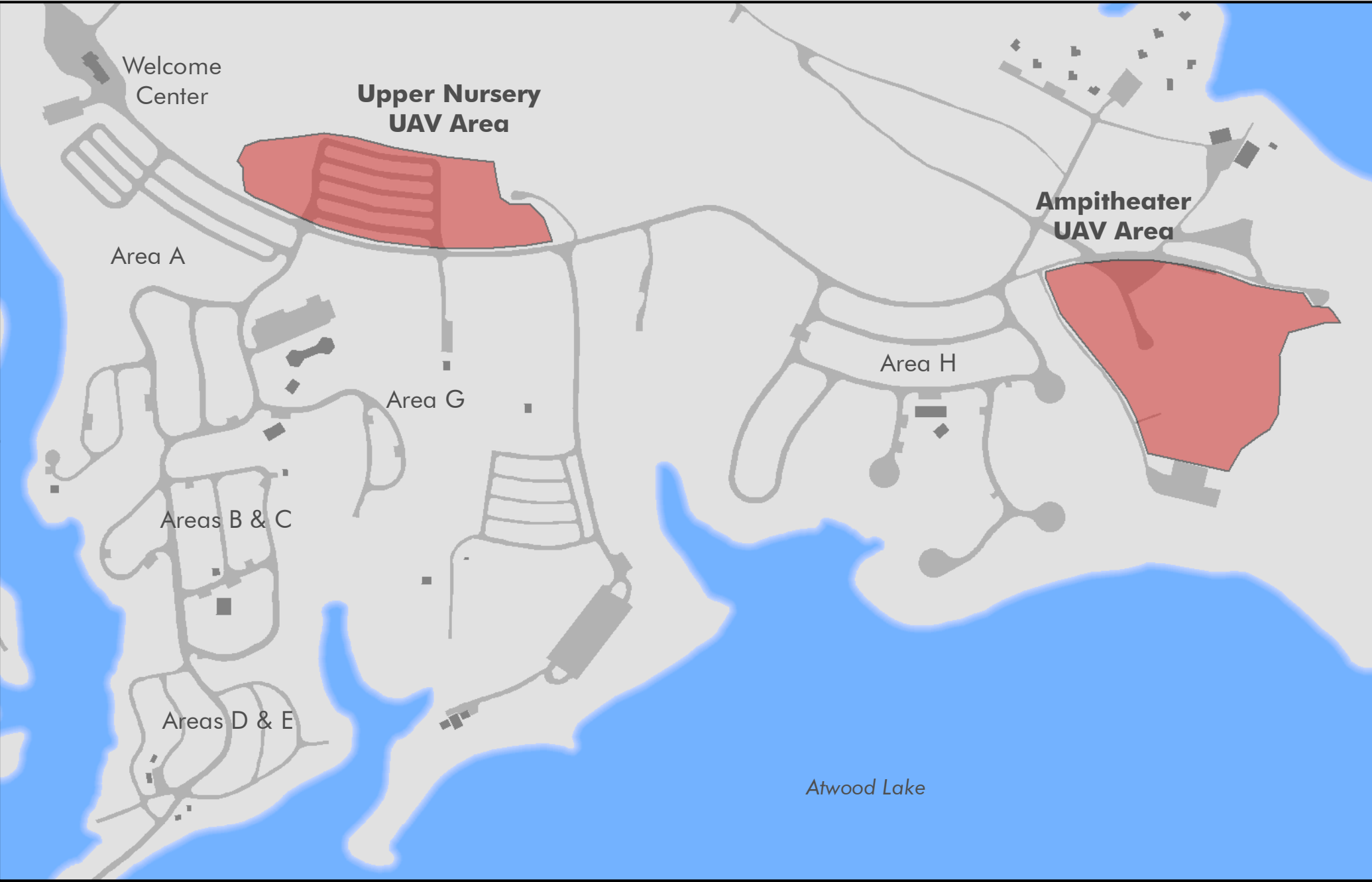
I, for myself, my heirs, executors, administrators, assigns, and personal representatives, further agree to indemnify and hold harmless MWCD, whether injury or damage is caused by my negligence, the negligence of MWCD, or the negligence of any third party including other operators and park visitors, **except that MWCD shall not be released from its willful or wanton misconduct.** By participating in the Activity, I agree to follow and comply with all laws and rules associated with the Activity. Participant hereby further agrees that this Waiver and General Release of Liability will be construed in accordance with the laws of the State of Ohio, except with regard to its conflicts of law provisions. In the event that any provision contained within this Waiver and General Release of Liability is found invalid, unlawful, or otherwise, unenforceable, the remainder of this Agreement will remain in full force and effect.

By signing this Waiver and General Release of Liability, I certify that I have carefully read and fully understand and agree to all conditions set forth herein. I voluntarily sign this with full knowledge that this includes a general and full release of liability and that I am forfeiting certain legal rights. I understand that this Agreement cannot be modified orally. I understand that should I violate the aforementioned laws, rules, and regulations, I hereby forfeit my ability to operate an unmanned aircraft vehicle in MWCD property.

Printed Name of Applicant

Signature of Applicant

Date



Atwood Lake Park

Designated Unmanned Aerial Vehicle (UAV) Areas

- UAV Areas
- Buildings
- Park Roads
- MWCD Property



Source: MWCD Internal data





**Baseball
Diamond
UAV Area**

S.R. 603

S.R. 430

Charles Mill
Lake

Park
Entrance

Main
Campground

Charles Mill Lake Park

Designated Unmanned Aerial Vehicle (UAV) Areas

- UAV Areas
- Buildings
- Park Roads
- MWCD Property



Source: MWCD Internal data



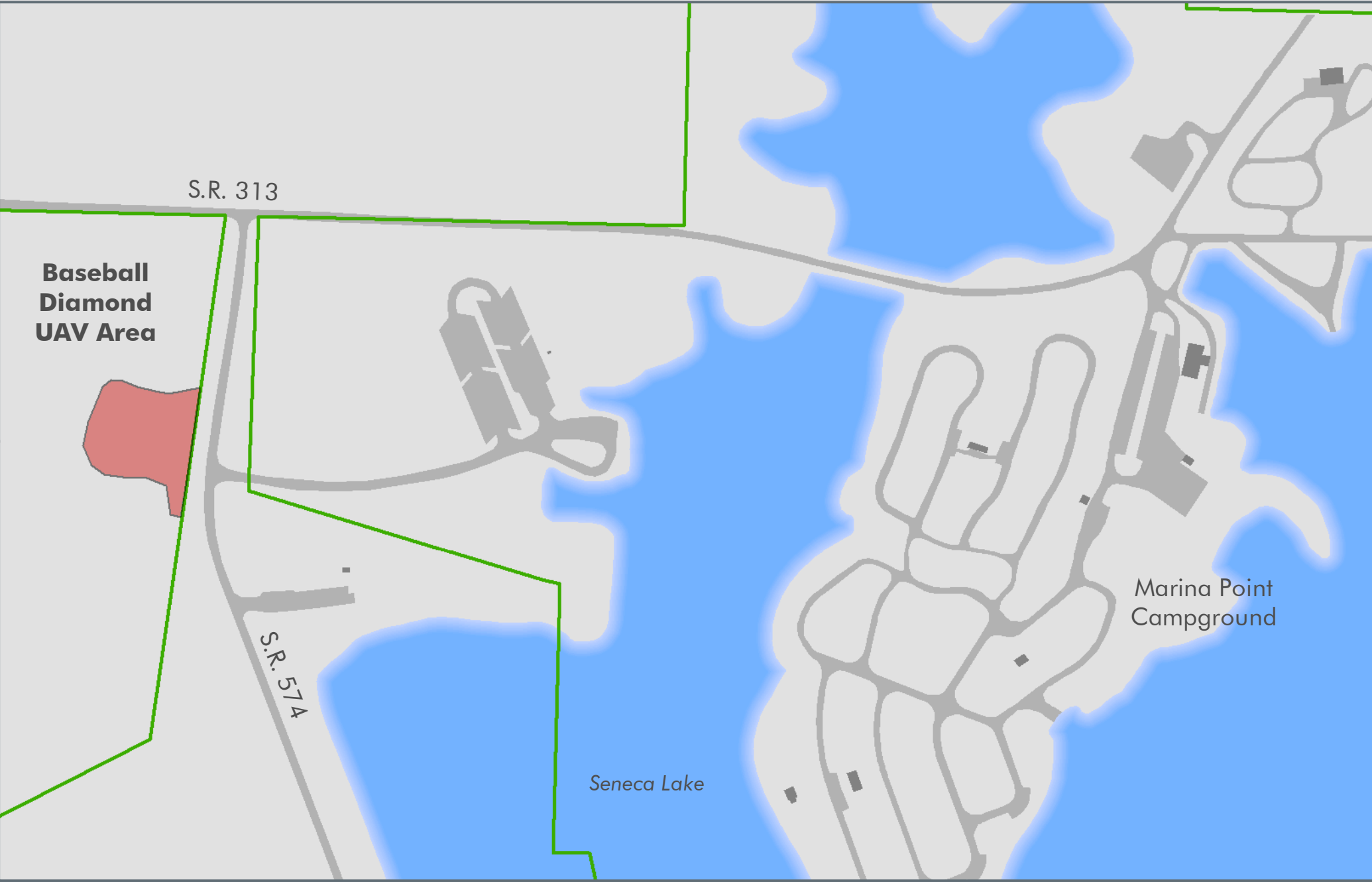
Pleasant Hill Lake Park
 Designated Unmanned Aerial Vehicle (UAV) Areas

- UAV Areas
- Buildings
- Park Roads
- MWCD Property



Source: MWCD Internal data





Seneca Lake Park - Marina Point

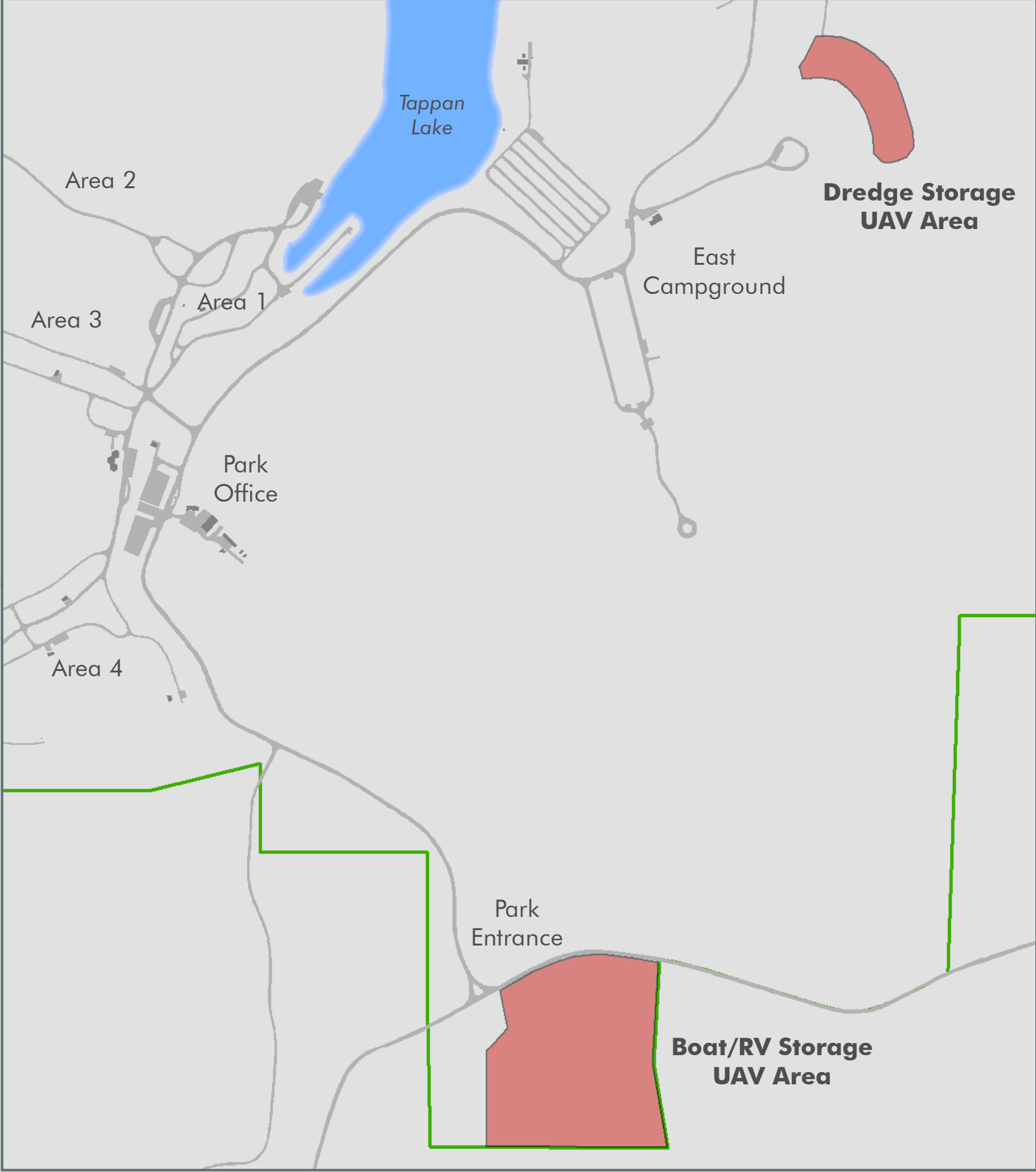
Designated Unmanned Aerial Vehicle (UAV) Areas

- UAV Areas
- Buildings
- Park Roads
- MWCD Property



Source: MWCD Internal data





Tappan Lake Park

Designated Unmanned Aerial Vehicle (UAV) Areas



- UAV Areas
- Buildings
- Park Roads
- MWCD Property

Unmanned Aerial Vehicles (UAV)

The Muskingum Watershed Conservancy District (MWCD) may issue permits to fly UAVs or drones over MWCD property. Permitted users will be divided into two (2) groups: Commercial and Hobbyist.

Commercial

UAVs may be used in conjunction with MWCD projects. Commercial organizations must apply for a permit with MWCD point of contact. UAV operators must possess a Remote Pilot Certificate under Part 107 or a Section 333 exemption as issued by the Federal Aviation Administration (FAA), follow all FAA laws when operating UAV, and be insured. A valid certificate of insurance must be provided to MWCD, displaying \$1,000,000 minimum coverage limits and including MWCD as an Additional Insured on the policy.

Hobbyist

UAV permits will be granted to Hobbyist for recreational use in designated UAV or non-restricted use areas only. Hobbyists must apply for a permit with MWCD at the Park Office where flying will occur. UAV operators are required to follow all FAA's recreational model aircraft rules including but not limited to registration of their UAV. Membership in the Academy of Model Aeronautics ("AMA") or alternate insurance coverage equivalent to that provided through AMA membership is required.

It is not the MWCD's responsibility to inform, train or educate the public about Federal Aviation Administration (FAA) regulations.

To ensure privacy, the minimum elevation for flight in MWCD leased areas such as cottage areas or youth camps is 100 feet above ground level (AGL) unless Lessee grants written permission for lower altitude flights.

MWCD owns and operates a UAV for its own projects. Only MWCD employees that are licensed UAV pilots may operate the MWCD UAV. At least one additional MWCD employee must be present during operation for maintaining line of sight.

The MWCD reserves the right to grant temporary permits for sanctioned or approved recreational events. In an emergency or other operational necessity, the Executive Director can waive the need to obtain a permit. The Executive Director will have the authority to designate UAV operational areas on MWCD properties based on public interest, safety considerations, and other land use priorities. The Executive Director shall also approve rates for permit fees for Hobbyist and Commercial operators.

This Policy is not in any way intended to limit the operation of any fire, rescue, EMS, law enforcement or any other local, state, or federal agency in the implementation or execution of its operational mandate and in compliance with relevant legal requirements.

Adopted 10.23.2020