



Mohonk Preserve
...saving the land for life

APPLICATION FOR USE/OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS) ON MOHONK PRESERVE LANDS

Application must be submitted not less than 10 days prior to use date. If your project is a commercial/professional still photo shoot or a commercial/professional film shoot involving cinematography, videography or any other type of photo imagery,

STOP! Do not complete this form!

Instead, please contact Jon Ross, Associate Director of Visitor Experience, at jross@mohonkpreserve.org for additional information.

Please note: UAS operations may incur a fee

1. NAME OF INDIVIDUAL OR ORGANIZATION: _____

2. ADDRESS: _____

3. TELEPHONE: _____

EMAIL: _____

4. DATE(S) REQUESTED: _____

5. Times of arrival and departure: _____

6. Describe specific proposed location of activity on Mohonk Preserve property:

7. Describe type of organization or sponsors – (if this is a sponsored event):

8. Describe type of use (scientific, commercial, administrative):

9. Briefly describe activity/itinerary _____

10. Provide copy of Certificate of Insurance in the amounts \$1 million/occurrence, \$2 million aggregate naming Mohonk Preserve as Additional Insured. **Certificate must specifically state it covers drone usage and/or it does not exclude drone use.**

11. Provide copy of FAA Small UAS Certificate of Registration (recreational use) or copy of FAA Section 333 Exemption (commercial use)

12. If your application is approved, permit will be sent via email.

(Signature of Applicant)

(Date)

UAS Assumption of Risk

I (we) agree to assume all risk and take full and all responsibility for any and all possible consequences resulting from my (our) operation of an unmanned aerial system (drone) such as (but not limited to) interference with or injury to any and all persons visiting Mohonk Preserve and any and all damage to Mohonk Preserve property or physical features.

(Signature of Applicant)

(Date)

Standard Conditions for UAS Operations

1. Permit is not valid until fees and proof of insurance coverage are received by Mohonk Preserve in advance of arrival.

Permittee shall be responsible for any and all damage to Mohonk Preserve property or facilities that may result from the Permittee's use thereof. The Permittee assumes all risks and shall indemnify, hold harmless and defend the Mohonk Preserve, and its officers and employees from injury or death arising out of an accident to themselves or others or damage to property resulting from activities under this Permit or any unauthorized activities undertaken in contravention of the terms under which this Permit is issued.

The obligation of the Permittee to indemnify Mohonk Preserve hereunder is not limited to the amount of any insurance required under this Permit.

2. Permittee shall provide general liability insurance for protection for claims for damages to property and for personal injuries, including death, which may arise from the activity in the amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
3. Insurance coverage shall be provided only by an insurer duly licensed in the State of New York. All insurance policies and certificates procured by the Permittee shall name Mohonk Preserve as "Additional Named Insured." Designating Mohonk Preserve as a "certificate holder" only shall not constitute compliance with this section.
4. Permit is only valid for date(s) and location(s) within Mohonk Preserve that are authorized in this Permit.
5. Permit shall be carried by the person responsible for the activity and presented to Preserve staff upon request.
6. Areas and facilities used by the Permittee shall be left in the same condition that existed on arrival. Permittee shall clean up and dispose of all waste generated.
7. No waiver of permit conditions is valid unless the Permit is amended and signed by an authorized representative of Mohonk Preserve.
8. Violation of permit terms may result in revocation of the permit.
9. Mohonk Preserve reserves the right to suspend or terminate the activity if continuance would create a dangerous condition or threaten the health, safety or welfare of the Permittee, the public or wildlife.

Special Conditions for UAS Operations

The following additional conditions shall be considered appropriate for a UAS permit depending on the type of use:

1. UAS shall not disturb or harass wildlife;
2. UAS shall not disturb or interfere with visitors/users of Mohonk Preserve lands;
3. UAS shall not interfere with Mohonk Preserve search and rescue, law enforcement or other emergency operations;
4. UAS shall not be flown in a reckless manner or outside the designated area(s);
5. Operators shall not operate UAS while under the influence of alcohol or drugs
6. Operators shall avoid flying directly over people, vehicles or structures and shall avoid endangering the life and property of others;
7. Operators shall immediately report all accidents involving any injury or damage to any resource or property to an authorized representative of Mohonk Preserve. Notification to Mohonk Preserve does not relieve the operator from reporting requirements under an FAA Certificate of Registration;
8. UAS shall be within visual sight of the operator at all times during flight