

Peru Municipal Airport (I76)

1635 North 400 West, Peru, IN 46970

765-472-1990 / Manager's cellphone 260-416-2381 (Kelly)

Hours of Operation: M-Sa 9:00 AM - 5:00 PM, Su 10:00 AM - 4:00 PM

COURTESY CAR AGREEMENT

Date _____

I76 Employee _____

RULES FOR USE

Thanks for visiting Peru and The Peru Municipal Airport (I76). We agree to allow for the use of our courtesy car to the Driver/Pilot (below), who has identified himself to airport staff by providing for inspection an appropriate, state-issued driver's license. No other ID is acceptable. There is no charge for use of the vehicle, but donations for fuel, or the addition of fuel to the courtesy car, is always appreciated. Thank you, and if you need it, an I76 Employee will provide a copy of this agreement. Just ask

The vehicle shall be operated under these conditions:

1. Only the individual who signs the affixed Waiver and Release of Liability for the Use and Enjoyment of the City Owned Courtesy Car may operate said car.
2. The vehicle shall remain within a twenty-five(25) mile radius of I76.
3. The vehicle must be returned to I76 by the close of hours of operation (shown above). Upon return, any problems, issues, or damage shall be reported to airport staff.
4. Vehicle use shall be restricted to two (2) hours. If a driver/pilot needs to travel beyond twenty-five (25) miles, exceed two (2) hours, or use the car overnight; seek prior permission from airport staff.
5. The Driver/Pilot must supply a cellphone number or other contact number where he can be contacted.
6. The City of Peru and Peru Municipal Airport does not carry or provide auto insurance for the courtesy car. **Insurance is the sole responsibility of the Driver/Pilot and is required by state law.** Driver/pilot must provide proof of a valid auto insurance policy prior to use. Be prepared to provide Proof of Insurance to Law Enforcement while operating the courtesy car.
7. The Driver/Pilot must sign the affixed Waiver and Release of Liability for the Use and Enjoyment of the City Owned Courtesy Car. Signing said waiver and release is an acknowledgement of reading, understanding, and accepting all terms herein.

**WAIVER AND RELEASE OF LIABILITY FOR
THE USE AND ENJOYMENT OF**

This is **WAIVER AND RELEASE OF LIABILITY** made by myself, _____
(hereinafter referred to as "Participant") to the City of Peru, City of Peru Aviation Board, and City of Peru Municipal Airport.
(Collectively hereinafter referred to as "City").

PARTICIPANT FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH PARTICIPANT MAY BE EXPOSED TO BY OPERATING OR BEING A PASSENGER IN THE OPERATION OF THE COURTESY CAR. THE FOLLOWING ARE A DESCRIPTION AND/OR EXAMPLES OF SIGNIFICANT DANGERS AND RISKS ASSOCIATED WITH THIS ACTIVITY:

INJURY TO MYSELF OR OTHERS, DAMAGE TO PARTICIPANT'S PROPERTY OR THAT OF OTHERS AND POTENTIALLY DEATH OF PARTICIPANT OR OTHERS. IN NO EVENT SHALL THE CITY BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT, CONTRACT OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH OR ARISING OUT OF PARTICIPANT'S USE OF THE CITY OWNED COURTESY CAR; WHETHER SAID COURTESY IS OWNED BY THE CITY, THE PARTICIPANT, OR A THIRD PARTY.

THE PARTICIPANT, THEIR AGENTS, HEIRS AND ASSIGNEES AS OF THE DATE BELOW, SHALL HEREINAFTER SAVE, HOLD HARMLESS AND INDEMNIFY THE CITY AGAINST ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, AND COSTS OF WHATSOEVER KIND AND NATURE INCLUDING, WITHOUT BEING LIMITED TO INJURY, DAMAGE, LOSS INCLUDING DEATH, RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE USE OF THE COURTESY.

THE PARTICIPANT, HEREBY, AGREES TO ASSUME ALL RISKS AND RESPONSIBILITIES IN ANY WAY ASSOCIATED WITH THIS ACTIVITY. IN CONSIDERATION OF AND IN RETURN FOR THE OPPORTUNITY TO OPERATE OR BE A PASSENGER IN THE CITY OWNED COURTESY CAR, PARTICIPANT HEREBY RELEASES THE CITY ITS OFFICERS, BOARDS, AGENTS, EMPLOYEES, GRANTEEES, AND ASSIGNS FROM ANY AND ALL LIABILITY OR CLAIMS AND ACTIONS THAT MAY ARISE FROM INJURY OR HARM TO PARTICIPANT'S SELF OR OTHERS, WHICH IS CAUSE BY PARTICIPANT AND/OR OTHERS; INCLUDING DEATH, OR DAMAGE TO PARTICIPANT'S PROPERTY OR PROPERTY OF ANY OTHER IN CONNECTION WITH THIS ACTIVITY. PARTICIPANT UNDERSTANDS THAT THIS RELEASE COVERS LIABILITY, CLAIMS AND ACTIONS CAUSED ENTIRELY OR IN PART BY ANY ACTS OR FAILURES TO ACT ON MY PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, MISTAKE, OR FAILURE TO ENFORCE, SUPERVISE OR MAINTAIN.

PARTICIPANT AND ANY SUCCESSOR, HEIR OR ASSIGN, HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY, ITS OFFICERS, BOARDS, AGENTS, EMPLOYEES, GRANTEEES, AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, ACTIONS, LIABILITIES, DAMAGES, COSTS, EXPENSES, AND JUDGEMENTS, INCLUDING ATTORNEY'S FEES, WHICH RELATE TO, ARISE OUT OF, OR ARE IN ANY WAY ASSOCIATED WITH MY OPERATIONS OF OR BEING A PASSENGER IN THE CITY OWNED COURTESY CAR.

Participant understands that this **WAIVER AND RELEASE OF LIABILITY** means Participant is giving up, among other things, certain rights to sue the City, its Officers, Boards, Agents, Employees, Grantees, and Assigns for injuries (including death), damages, or losses Participant may incur or cause. I also understand that this Release binds my heirs, executors, administrators and assigns, as well as myself.

"I HAVE READ THIS ENTIRE RELEASE, I FULLY UNDERSTAND IT, AND I AGREE TO BE LEGALLY BOUND BY IT."

Pilot's Name (print) _____ Pilot's signature _____

Driver's License Number _____ Exp. Date _____ State _____

Pilot's Cellphone Number _____ Airplane N-Number _____

Vehicle Insurance Company _____ Policy number _____

Rev. A (8/21/2022)