

**HOUSTON AIRPORT SYSTEM  
AVIATION EQUESTRIAN SECURITY PROJECT  
SPECIAL PERMIT TO USE RESTRICTED PUBLIC AREA**

This PERMIT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the HOUSTON AIRPORT SYSTEM ("HAS") and \_\_\_\_\_ ("Permittee") allowing Permittee access to and use of the Equestrian Area as defined in the Rules and Regulations attached here as Exhibit "A" and as outlined on the plat and/or description attached hereto as Exhibit "B" and as such plat and/or description is from time to time amended.

**I.**

HAS hereby grants a revocable, non-exclusive permit to Permittee for access to and use of the Equestrian Area for the purposes described in this Permit and in the Rules and Regulations set forth in Exhibit "A". This Permit does not convey any to Permittee any right, title or interest in the real property constituting the Equestrian Area.

**II.**

HAS, through its Director of Aviation or those designees of the Director of Aviation with express authority, may, with or without notice, revoke or suspend this Permit at any time. Upon any such suspension or revocation, Permittee shall immediately forfeit this Permit and immediately return to HAS Badging Office any HAS supplied identification media and immediately discontinue the access to and use of the Equestrian Areas for all purposes.

**III.**

The access to and use of the Equestrian Area is provided to Permittee at Permittee's own risk, **AS IS**, on the occasion of each use by Permittee. No express or implied warranties or representations are hereby made by HAS regarding the condition of the access to the Equestrian Area or the use of the Equestrian Area by Permittee on each occasion or of the physical condition of the Equestrian Area itself.

**IV.**

The access to and use of the Equestrian Area is provided to Permittee free of any charges except HAS reserves the right to institute an application and/or Permit fee sufficient to cover the cost and expenses incurred by HAS of Permittee background investigations, badging and any other identification media.

**V.**

Permittee shall timely and fully comply with all terms and conditions of this Permit and the Rules and Regulations attached hereto as Exhibit "A". Failure to comply in any manner or to any degree shall result in a suspension or revocation of this Permit.

**VI.**

As consideration for granting this Permit, Permittee agrees to actively look for and immediately report, via cell phone, to HAS Public Safety Division at **281-230-1300** any suspicious activity, unsafe condition, accident, or unusual activity in the Plane Spotters Area, as defined in Exhibit "A" hereto, the Equestrian Area.

**PERMITTEE:** \_\_\_\_\_

**VII.**

HAS has absolute and complete sole discretion in issuing, denying, renewing, and/or revoking this Permit, and the Equestrian Trail program in whole or in part, and the Permittee acknowledges and agrees that the Permittee does not have any right or interest or entitlement, either at common law or by constitution, statute or ordinance to said Permit. In the event that a Court of competent jurisdiction would find that such a right or interest or entitlement existed, Permittee does hereby waive such right or interest or entitlement and agrees that, considering the security ramifications and interests of HAS in maintaining security, as HAS, in its sole discretion, deems appropriate, for the proper operation of George Bush Intercontinental Airport (IAH) and for the security of the flying public and the public using IAH, such waiver is for the public good and not against public policy.

**XIII.**

**AS ADDITIONAL CONSIDERATION OF PERMITTEE BEING PERMITTED TO PARTICIPATE AND AS A CONDITION TO BEING ALLOWED TO PARTICIPATE IN THE AVIATION EQUESTRIAN SECURITY PROJECT, PERMITTEE FOR AND ON BEHALF OF ITSELF, ITS HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, HEREBY RELEASES, ACQUITS AN FOREVER DISCHARGES HAS AND THE CITY OF HOUSTON, TEXAS, TOGETHER WITH THEIR RESPECTIVE OFFICERS, DIRECTORS, FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), VOLUNTEERS, SUCCESSORS, ASSIGNS, AND ALL AFFILIATED PERSONS AND ENTITIES (HEREINAFTER COLLECTIVELY "HOUSTON"), OF , FROM AND AGAINST ANY AND ALL LIABILITIES OF EVERY KIND, CLAIMS, CAUSES OF ACTION, WHETHER AT LAW OR IN EQUITY, IN CONTRACT OR TORT, UNDER STATUTORY OR COMMON LAW OR PURSUANT TO THE TEXAS OR UNITED STATES CONSTITUTION(S) (INCLUDING ALL EXPENSES OF LITIGATION, COSTS, AND ATTORNEY'S FEES) KNOWN AND UNKNOWN, LOSSES, JUDGMENTS, FINES, DEMANDS, DAMAGES, LOSS OF USE OR SERVICES, OR INJURIES TO REAL AND/OR PERSONAL PROPERTY AND/OR PERSONS (INCLUDING DEATH) (COLLECTIVELY "CLAIMS"), CAUSED BY, ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO THE AVIATION EQUESTRIAN SECURITY PROJECT AND THIS PERMIT AND/OR THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION, SUBSTITUTION, USE OR CONDITION OF ANY TANGIBLE PERSONAL OR REAL PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY HOUSTON IN CONNECTION WITH THE AVIATION EQUESTRIAN SECURITY PROJECT EVEN IF THE CLAIM IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGENCE OF HOUSTON AND/OR THE RESULT OF THE ACTUAL OR ALLEGED GROS NEGLIGENCE OF HOUSTON AND ANY OTHER PERSON OR ENTITY, AND/OR THE ACTUAL ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABILITY OF HOUSTON.**

**PERMITTEE:** \_\_\_\_\_

**IX.**

9.1. This Permit along with the other documents referred to herein, is the entire agreement between the Permittee and the City and any prior agreements, representations or discussions, whether written or oral, on the subject matter of this Permit are hereby superseded by this Permit.

9.2. This Permit may be modified only in writing signed by all parties hereto. Only the Director of Aviation or his designees, may modify this Permit.

9.3. This Permit shall be governed by and interpreted under the laws of the State of Texas and the Charter and Ordinances of the City of Houston.

9.4. Exclusive and sole venue for any disputes arising hereunder shall be in Harris County, Texas, and if brought in Federal Court, in the Southern District of Texas, Houston Division.

9.5. Should any portion of this Permit or of the referenced documents be declared illegal or unenforceable by a court of competent jurisdiction then that portion shall be struck and the remainder of the Permit shall survive.

9.6. The length of this Permit is from the date first written hereinabove until the expiration date indicated on the badge and/or identification media, unless earlier suspended or revoked as set forth in this Permit or the referenced documents. In the event that this Permit is renewed then it shall remain in full force and effect until the expiration of the renewed Permit unless earlier suspended or revoked and the same shall apply for each renewal period. However, all terms, conditions, duties and obligations of Permittee herein shall survive termination, suspension or revocation, particularly without limitation, Article VIII.

9.7 This Permit is personal in nature and is not transferable nor assignable by the Permittee.

9.8. The following documents, as maybe amended time to time by HAS, are incorporated in this Permit for all purposes by reference, the same as if written verbatim herein:

- a) Houston Airport System Aviation Equestrian Security Project Area Application for Permit & Use of Equestrian Area, sometimes entitled Houston Airport System Aviation Equestrian Security Project Area Application for License & Use of Equestrian Area;
- b) Houston Airport System Aviation Equestrian Security Project Area Rules & Regulations;
- c) Houston Airport System Aviation Equestrian Security Project Area Full & Irrevocable Assumption of Risk and Waiver and Release of Liability;
- d) Houston Airport System Aviation Equestrian Security Project Area Layout/Description; and
- e) Houston Airport System Aviation Equestrian Security Project Area Manual.

**PERMITTEE:** \_\_\_\_\_

9.9. The Permittee has read this Permit and fully understands it and has had the opportunity to have it reviewed and explained to them by an attorney of its own choice, at its own cost and expense.

**CONTRACTED AND AGREED the date first written above.**

HOUSTON AIRPORT SYSTEM:

HAS

\_\_\_\_\_  
Permittee (Printed Name)

By: \_\_\_\_\_

The Director or his Designee

\_\_\_\_\_  
Permittee (Signature)

\_\_\_\_\_  
Printed Name of Designee

**PERMITTEE:** \_\_\_\_\_

**EXHIBIT "A"****RULES & REGULATIONS**

**In lieu of attaching the Rules & Regulations hereto, the Permittee has been provided, as a separate document, a copy of the Rules & Regulations. The Permittee understands and agrees that the Rules & Regulations may be from time to time amended, by addition, deletion, or modification, without prior notice to or the consent of Permittee. The Rules & Regulations in force and effect on any given day are the Rules & Regulations that are posted on the Houston Airport System Website, [www.fly2houston.com/airportrangers](http://www.fly2houston.com/airportrangers) on that given day and Permittee acknowledges and agrees that it is the obligation of the Permittee to remain current on the Rules & Regulations and that HAS is not under any obligation to inform Permittee of any changes to the Rules & Regulations.**

**PERMITTEE: \_\_\_\_\_**

**EXHIBIT "B"****EQUESTRIAL TRAIL(S) LAYOUT/DESCRIPTION**

**In lieu of attaching the Equestrian Trails Layout/Description hereto, the Permittee has been provided, as a separate document, a copy of the Equestrian Trails Layout/Description. The Permittee understands and agrees that the Equestrian Trails Layout/Description may be from time to time amended, by addition, deletion, or modification, without prior notice to or the consent of Permittee. The Equestrian Trails Layout/Description in force and effect on any given day are the Equestrian Trails Layout/Description that is posted on the Houston Airport System Website, [www.fly2houston.com/airportrangers](http://www.fly2houston.com/airportrangers) on that given day and Permittee acknowledges and agrees that it is the obligation of the Permittee to remain current on the Equestrian Trails Layout/Description and that HAS is not under any obligation to inform Permittee of any changes to the Equestrian Trails Layout/Description.**

**PERMITTEE: \_\_\_\_\_**