

**MIAMI UNIVERSITY AIRPORT (OXD)
COURTESY VEHICLE RELEASE AND INDEMNIFICATION AGREEMENT**



The undersigned ("Operator"), in consideration of being provided use of an OXD courtesy vehicle, agrees to defend, indemnify, and hold harmless the Kenton County Airport Board ("KCAB") and Miami University ("MU"), their officers, employees, agents and insurers from and against any and all liabilities, demands, suits, claims, losses, fines, causes of action, costs, damages, expenses, or judgements arising by reason of the injury or death to any person or damage, theft, or destruction to any property (including but not limited to the OXD courtesy vehicle), or other damages, including all reasonable costs of investigation and defense thereof (including, but not limited to, attorney's fees, court costs and expert fees) arising from KCAB's provision of the OXD courtesy vehicle and Operator's use of the OXD courtesy vehicle occurring on or after the effective date of this Courtesy Vehicle Release.

KCAB does not warrant or represent that the OXD courtesy vehicle is safe or free from all hazards or perils. The Operator acknowledges and understands that it assumes all risks and agrees to use such OXD courtesy vehicle in its "As Is", "Where Is" condition.

Operator represents they possess valid automobile insurance which covers any and all use of the OXD courtesy vehicle with a limit that is normal and customary for the State of Ohio for each accident. Such insurance shall cover liability for non-owned autos, include KCAB and MU as additional insureds, and Operator waives its rights of subrogation in favor of KCAB and MU. Operator's automobile insurance must be primary and non-contributory with respect to any other insurance available to KCAB or MU.

Operator will use the OXD courtesy vehicle with reasonable care and diligence, and in compliance with the State of Ohio motor vehicle laws, the OXD Courtesy Vehicle Policy, the Miami University Airport Rules and Regulations (accessible at <https://oxdairport.com/about>), and with all instructions issued by representatives of the OXD Airport Manager or law enforcement personnel.

Operator represents they possess a valid license to drive a motor vehicle. Operator is the only driver authorized to operate the OXD courtesy vehicle and will not allow another person to operate the OXD courtesy vehicle while in their care, custody, and control. Operator will not use the Courtesy Vehicle beyond the front gate at OXD (i.e., on aprons, ramps, taxiways, and runways at OXD).

Operator consents to the use of both manual and electronic signatures to execute this Courtesy Vehicle Release to the same legal effect and extent as if entirely manually signed. Electronic delivery of any counterpart of this Courtesy Vehicle Release is as effective and legally binding as physical delivery with all counterparts constituting one agreement.

I, _____ (*Operator's name – please print*), have read and understand the terms of this Courtesy Vehicle Release and by voluntarily signing this form agree to be bound to said terms. If the person signing below is doing so on behalf of a company, such person represents they have full authority to sign on behalf of the company.

Operator Information:

Aircraft N-Number:			
Address:	Street:		
	City:		
	State:		
	Zip:		
Email:			
Phone:			

Operator Signature:	
Company Name: (if applicable)	
Date:	

FOR OXD STAFF COMPLETION:

- Obtain copy of driver's license, confirm if Operator is over age 21: _____
- Obtain copy of automobile insurance identification card, confirm policy period is current: _____
- Assigned OXD Courtesy Vehicle: _____

Date out:		Date in:	
Time out:		Time in:	
Fueling level out:		Fueling level in:	
Mileage out:		Mileage in:	
Visible damage to the vehicle prior to use:		Visible damage to the vehicle upon return:	

Vehicle performance notes:
