

**AIRFIELD USE PERMIT  
AND  
HOLD HARMLESS AGREEMENT  
(pursuant to 14 CFR 1204, Subpart 14)**

This Airfield Use Permit and Hold Harmless Agreement (hereinafter Agreement) memorializes the general agreement of Zero Gravity Corporation (hereinafter USER), with a place of business at 4175 S. Cameron Street, Suite B, Las Vegas, NV 89103, and the United States of America (hereinafter GOVERNMENT), through the National Aeronautics and Space Administration (NASA), Ames Research Center (Ames), for the use by USER of Moffett Federal Airfield. The GOVERNMENT, as a condition of its grant of permission to USER requires all risks of liability to be borne by USER. The term GOVERNMENT refers to the United States of America, its members, agents, or employees.

USER, in consideration of permission granted by the National Aeronautics and Space Administration to use the aviation landing facility at Moffett Federal Airfield during the period beginning on or about May 19, 2007 and ending on or about May 21, 2007 hereby agrees for himself/herself, and his/her successors and assigns by operation of law or otherwise,

- 1) to waive and not make any claims against the GOVERNMENT or Government contractors and subcontractors and their respective employees for damage or injury arising from or related to USER's use of Moffett Federal Airfield, whether such damage is caused by negligence or otherwise, except in the case of willful misconduct of the GOVERNMENT; and
- 2) to indemnify, defend, and hold the GOVERNMENT and GOVERNMENT contractors and sub-contractors and their respective employees harmless from any claim, judgment or cost arising from the injury to, or death of, any person, or for damage to or loss of any property, including GOVERNMENT property, arising from USER's activities under this agreement whether such claim, judgment or cost is caused by negligence or otherwise, except in the case of willful misconduct of NASA or its employees.
- 3) For purposes of this agreement, the term "damage" includes, but is not limited to, bodily injury to, or other impairment of health of, or death of, any person; damage to, loss of, or loss of use of, any property; repair costs; loss of revenue or profits; other direct damages; or any indirect or consequential damage.

The USER represents, and the GOVERNMENT relies on the representation, that he/she:

- a. Is at least eighteen years of age; and
- b. Has all valid certificates required by the Federal Aviation Administration (FAA); and
- c. Has, in effect during the entire period of this agreement, liability insurance in the amount of \$10,000,000 and