

September 5, 2012

Carla Sands  
Acting Aviation Program Manager  
600 W. Peachtree Street, NW  
Atlanta, Georgia 30308

**RE: Informal Part 13 Complaint filed by TJP@JAX, Inc. Against the City of St. Marys, Georgia and the St. Marys Airport Authority - filed August 23, 2012**

Dear Ms. Sands:

Pursuant to a letter from Carol Comer to Mayor DeLoughy dated August 27, 2012, I am writing to answer the allegations made by Mr. Casey Kloess-Finley on behalf of TJP@JAX, Inc. (hereafter, "TJP") in his letter to Ms. Comer dated July 23, 2012 (hereafter, "Complaint").

Mr. Kloess-Finley states that the St. Marys Airport Authority (hereafter, "AA") did not have the right to revoke the permit he admits was signed by TJP.

On August 12, 2012, two skydivers, customers of TJP, landed on the King's Bay Submarine Base. See the August 26, 2012 article in The Georgia Times Union attached as Exhibit A. Subsequently, a meeting was held including representatives of the AA and TJP as alluded to in the Complaint. The AA concluded that TJP had been negligent in the incident in that it had allowed the skydivers to jump in adverse weather conditions (during thunderstorms and rain). The refusal of TJP to assure the AA that the incident would not recur only made the violation worse. See Analysis of Permit Agreement in Response to August 12, 2012 Skydiving Trespass attached as Exhibit B.

Mr. Kloess-Finley argues that the AA violates FAA Airport Compliance Manual - Order 5190.6B Section 14.3 in doing so. To the contrary, Section 14.3 allows safety based restrictions provided that the "restriction proposed by an airport sponsor based upon safety and efficiency, including those proposed under Grant Assurance 22(i), must be adequately justified and supported." Can there be any better justification for AA's action than preventing TJP from dropping parachutists over the airport in close proximity to a restricted military base during adverse weather conditions including thunderstorms and rain? Parachuting under those conditions with no regard to safety can produce landings anywhere on the runways, taxiways, designated clearways or other airport property outside the designated drop zones. Sky diving operations conducted in that negligent fashion are hazardous in the extreme. See Section 1.b. of the Permit.

The U.S. Navy is convinced that landings on the King's Bay Submarine Base create safety and security issues. See August 27, 2012 letter from Base Commander H. L. Guffey, Jr.

Carla Sands  
Acting Aviation Program Manager  
September 5, 2012  
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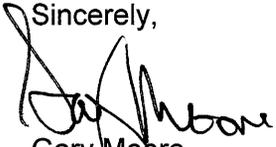
attached as Exhibit C and September 4, 2012 letter from R. Adm. John C. Scorby, Jr. attached as Exhibit D.

The Permit under which TJP was operating (copy attached as Exhibit E) and which had been signed by TJP, authorized the AA to revoke the permit for safety violations. It states in Section 1. c. that: "It is specifically understood and agreed to by Holder that violations of Section 2-1H of USPA's BSRs, Drop Zone Requirements, and any amendments thereto shall be deemed to be serious safety violations under the terms of this Agreement and shall subject this Permit to immediate termination or suspension by the Authority."

TJP cannot, after it has violated the Permit it agreed to, assert that the AA does not have the authority granted it by the Permit. Mr. Kloess-Finley asserts that TJP was coerced to sign the Permit. The coercion he refers to is that TJP was not allowed to drop parachutists on the airport without a permit. It is not coercion to require TJP to comply with the lawful requirement that they secure a permit.

The Complaint alleges economic discrimination because the fixed base operator (hereafter, "FBO") at St. Marys Airport is not asked to pay for a Commercial Permit. However, the FBO does not operate a skydiving business. No other skydiving business operates without a Permit. It is axiomatic that different kinds of airport users can be treated differently. There is no discrimination because no one similarly situated to TJP is treated differently.

Simply put, TJP failed to live up to the safety standards they agreed to when they were granted a permit to operate out of the St. Marys Airport. Under the Permit, FAA Regulations and the grant agreement, the AA was justified in revoking the permit. St. Marys respectfully requests that the Complaint be dismissed.

Sincerely,  
  
Gary Moore  
St. Marys City Attorney

GM/amg  
Enclosures

cc: St. Marys Mayor and Council  
St. Marys Airport Authority  
Steve Crowell, City Manager  
James E. Stein, Airport Authority Attorney

# Jumpers defy warnings



Richard Turner waits while St. Marys police officer Amanda Gray writes him a trespass warning for skydiving at St. Marys Airport on Saturday with The Jumping Place.

Photo by Terry Dickson/jacksonville.com

## Despite permit revocation, skydivers land at city airport

By Terry Dickson  
terry.dickson@jacksonville.com

ST. MARYS | Skydivers from The Jumping Place parachuted onto the city airport Saturday, even though the business' operating permit had been revoked and trespass warnings had been posted.

The authority board voted Wednesday night to revoke the permit 11 days after two skydivers from The Jumping Place landed at Kings Bay Naval Submarine Base on Aug. 12. Owners Cathy Kloess and her son, Casey Kloess-Finley, could not assure the authority that skydivers from their business would never again land on the base.

The consequences over what St. Marys Airport Authority lawyer Jim Stein called "a deliberate and absolute act of civil disobedience" were mild. Even though Stein had

posted warnings that skydiving onto the airport would be considered trespassing, the St. Marys police only wrote warning tickets and told the jumpers a second offense would result in a citation or arrest.

The action left Stein and Airport Authority members Frank Frasca and Frank Drane frustrated to the point that Stein sent a notice to Kings Bay that the authority's effort to stop the skydiving had failed.

"The St. Marys Police Department officers, who are under the direction of St. Marys, took the position that the statutory trespass warnings and posted notice of trespass did not prohibit The Jumping Place from continuing operations," he wrote.

And indeed they did



Skydiver Mike Ashurst glides to a landing at St. Marys Airport, where he and three others got trespass warnings because of a revoked permit.

JUMPERS continues on A-6

### 'NOTHING TO FIGHT'

If Stein and the authority board members wanted something more severe, so did Kloess.

"How do we fight these?" she asked the police.

"There's nothing to fight," Lauf said.

The skydiving continued throughout the day, Stein said, and to his knowledge the only trespass citations were issued between 6 and 6:30 p.m.

A lawyer himself, Drane said the city's lack of action on the airport it owns and leases to the authority means the security concerns at Kings Bay are unabated.

"We have no way to protect the base from a breach of security originating at this airport," Drane said.

The airport's fence line is about a mile from Kings Bay's perimeter, and The Jumping Place drop zone on the southern end of an airport runway is about 2 miles away.

Kloess had said that no skydivers have intentionally landed on Kings Bay, but that the wind has blown some off course and the base was the only place they could land safely.

The two who landed Aug. 12 on a base softball field were the sixth and seventh in seven years. One was a naturalized citizen, the other was not a citizen and neither carried any identification. Base security took them into custody and released them only after they provided proof of their identities.

Navy Cmdr. Jeff Passford made it clear Wednesday night that no more skydivers could land on the base, regardless of the circumstances.

"They cannot land at [Kings Bay]. It cannot be a last resort area," he said.

Told of Saturday's jumps, Kings Bay public information officer Scott Bassett said the Navy's position remains the same.

"They just can't land here," he said. "People who know our strategic mission, not just for our country but also for our allies, know we cannot be distracted by that."

Terry Dickson (912) 264-0405

A-6 THE TIMES-UNION - AUGUST 16, 2012

### JUMPERS

Continued from A-4

continue operations.

Even though the trespass warning signs were posted over The Jumping Place doorway, at the entrance road and even in the restroom, Kloess took up the first four jumpers herself.

"This is crazy," Kloess said as she got her plane ready. "There's due process. You're supposed to get injunctions. You're supposed to get days in court."

Although she attended Wednesday night's meeting, Kloess said she was not given enough time to respond to the authority's order that she discontinue skydiving at the airport.

She has filed a complaint with the Federal Aviation Administration, which regulates aviation.

In fact, she served her own papers on Stein to "cease and desist" from trying to shut her down.

Richard Turner of Jacksonville came to The Jumping Place, read Stein's trespass warning and suited up.

"I intend to jump," Turner said. "Best operator in Georgia, as far as I'm concerned."

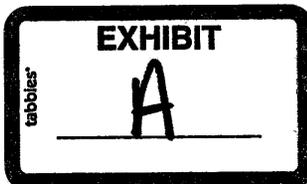
After he landed on his personal drop zone, Turner bundled up his chute and walked back to the hangar.

He politely handed his identification to police officer Amanda Gray and patiently waited as she wrote out his warning.

When Gray asked the skydivers if they were aware of the trespass warnings, all refused to answer at the urging of Kloess-Finley and others. All they would do was provide their identifications.

Sgt. Vicky Lauf told the four who parachuted that the warnings were only that.

But having been warned, she said, they could get charged with criminal trespass if they jumped again.



The investigation shows that TJP was negligent in the handling of the jumps in question and in violation of this provision and has violated this section of the Permit. TJP could provide no explanation for the events that occurred. The skydiving took place during thunderstorms and rain at the time of the jump.

### **Paragraph 8**

This paragraph provides as follows:

Holder, its employees and invitees shall at all times comply with applicable federal, state and local laws and regulations while on, visiting or using the Airport. **Holder specifically agrees that Holder's Skydiving Operations on, from, over and onto the Airport and all other activities at the Airport shall be in strict compliance with all applicable federal, state and local laws and including, but not limited to, all current and future applicable FARs, USPAs and BSRs.**

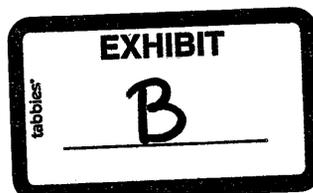
TJP's actions contributed to the landing onto the Kings Bay Submarine Base we should be able to take into account any violation of federal law and determine if TJP is in violation of the provision of the Permit.

### **Paragraph 9.**

Paragraph 9 provides in part as follows:

...The Authority may immediately terminate, revoke or suspend this Permit in the event Holder fails to make timely payment of the rent or violates any terms, conditions or provision of this Permit. Provided however, in the event of a default or violation of any of the terms and conditions of this Permit, involving matters that are not determined to be unsafe or dangerous by the Authority, in its sole discretion, Holder shall be given written notice of such default or violation and shall have ten (1) calendar days following receipt of such notice to correct the default or violation.

This provision allows for immediate termination, revocation or suspension of the permit if TJP is guilty of any unsafe or dangerous activity which is in violation of the Permit.



**ANALYSIS OF PERMIT AGREEMENT IN RESPONSE  
TO AUGUST 12, 2012 SKYDIVING TRESPASS**

**Paragraph 1a.**

TJP violated this provision of the Permit since it failed to confine its skydiving operations to the designated drop zone.

**Paragraph 1b.**

The investigation shows that TJP was negligent on the date and time in questions regarding the management of the two skydivers who landed on the base. The Permit only protects TJP from "inadvertent landing" not "negligent landings". If the weight of the evidence from the investigation shows negligence, e.g., jumping in adverse weather conditions, disregarded wind speeds, had no up-to-date photos for reference, etc.; the incident shall be considered one of negligence and therefore a violation by TJP of the terms and conditions of the agreement.

**Paragraph 1c.**

This section provides as follows:

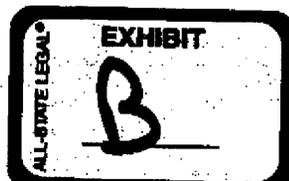
All skydiving operations within the designated drop zone **shall be conducted in a safe, orderly and proper manner and in strict compliance with all current and future Federal Aviation Regulations (FARs), USPA's Basic Safety Requirements (BSRs) and St. Marys Airport Minimum Standards.** It is specifically understood and agreed to by Holder that violations of Section 2-1H of USPA's BSRs drop zone requirements and any amendments thereto shall be deemed to be serious safety violations under the terms of this Permit and shall subject this Permit to immediate termination or suspension by the Authority.

**Paragraph 1d.**

This section provides as follows:

Holder acknowledges that neither the Authority nor its representatives have made any representations or warranties of any nature whatsoever regarding the Drop Zone or Airport including, without limitation, the suitability of the Drop Zone for Holder's intended use thereof.

Evidence from the investigation establishes that the Airport is not suitable for skydiving onto because of its close proximity to the Kings Bay Submarine Base and TJP's responsibility to guarantee no further trespasses onto the Submarine Base will occur in the future.





DEPARTMENT OF THE NAVY

NAVAL SUBMARINE BASE  
1063 USS TENNESSEE AVENUE  
KINGS BAY, GEORGIA 31547-2606

IN REPLY REFER TO:

5720

Ser CM/1270

AUG 27 2012

From: Commanding Officer, Naval Submarine Base, Kings Bay  
To: Mayor Bill DeLoughy, City of St. Marys, 418 Osborne  
Street, St. Marys, GA 31558  
Via: Commander, Navy Region Southeast  
  
Subj: RELOCATION OF ST. MARYS AIRPORT

1. With the recent encroachment on August 12<sup>th</sup> of two skydivers onto Naval Submarine Base (SUBASE), Kings Bay, it is evident that we must escalate our concern and make absolutely clear our position on aerial intrusion over and onto the base. In addition, the Navy is restating its desire for the relocation of the St. Marys Airport.

2. The safety and security concerns expressed repeatedly by SUBASE continue to be of paramount importance to the Navy. Previous local aviation accidents occurring close to the base in 2007 and 2008 illustrate the potential impact on the base, its workforce and the local community. The failure to eliminate parachutists encroaching on the base, despite multiple letters of concern from several base commanding officers, repeatedly exposes the base to unnecessary and disruptive planning and can generate dangerous reactions to incursion situations that should already have been resolved with the Navy's initial requests.

3. Having previously expressed the Navy's concerns regarding the airport and the desire to have it relocated, and after examining the recent history of incursions, the Navy must heighten and reemphasize its desire for the ultimate relocation of the airport as a priority. Let me be clear, parachutist intrusions on the base must be eliminated.

4. Any discussions regarding improvements or developments on the current airport site to bring its facilities into compliance as a Level II airport in the Georgia Aviation System Plan would be counter to Navy operations, and inconsistent with goals stated in a resolution of the St. Marys City Council for airport relocation. Any efforts to expand the skydiving activity or to improve the current facilities to support increased aviation traffic would merely serve to increase SUBASE safety and security concerns and would be incompatible with the mission of the base.



Subj: RELOCATION OF ST. MARYS AIRPORT

5. My hope is that the City is closing in on a final resolution to this problem. The Navy understands that both the City and the Federal Aviation Administration appear to support the airport's relocation as good for the City and the Naval Base. With the pending approval of the Joint Land Use Study (JLUS), the Navy is confident the resulting findings can provide a successful path forward as the current airport site is decommissioned and the potential for alternative economic development of the property is realized.

6. The City of St. Marys and the entire Camden County region provide tremendous support to SUBASE and its ships, Sailors, civilian employees and families. We are truly grateful for that support. Both the Navy and I are committed to maintaining a strong cooperative relationship. Thank you again for your support.



H. L. GUFFEY, JR.

Copy to:  
St. Marys City Council  
418 Osborne Street  
St. Marys, GA 31558



**DEPARTMENT OF THE NAVY**

COMMANDER NAVY REGION SOUTHEAST  
BOX 102, NAVAL AIR STATION  
JACKSONVILLE, FLORIDA 32212-0102

5720  
Ser N00/503  
4 Sep 12

FAA Southern Region  
Airports Division Manager  
ATTN: ASO-600  
P.O. Box 20636  
Atlanta, GA 30320-06311

Dear Ms. Lenfort:

SUBJECT: ST. MARYS AIRPORT SAFETY AND SECURITY ISSUES

I am contacting you regarding the safety and security of Naval Submarine Base (SUBASE) Kings Bay, Georgia. On numerous occasions, the Navy has expressed interest in the relocation of St. Marys airport to ensure safe and uninterrupted operations at this strategically critical installation. We now reiterate this request.

Safety and security threats generated by operations at St. Marys' airport predate the transformative September 11, 2001 terror attacks on New York City and the Pentagon. Repeated SUBASE incursions create significant disruptions for the SUBASE mission and raise the specter of needlessly dangerous reactive responses. We can no longer accept this state of affairs.

Both the City of St. Marys and Camden County have always faithfully supported SUBASE Kings Bay, its boats, Sailors, employees, and families. We are truly grateful for that support, and request the cooperation of your office and the FAA in resolving these serious safety and security issues. Both the Navy and my staff are actively engaged, and fully committed toward resolving these issues. Thank you for your support.

  
JOHN C. SCORBY, JR.  
Rear Admiral, U.S. Navy  
Commander

Copy to:  
The City of St. Marys  
Commanding Officer, Naval Submarine Base Kings Bay



**PERMIT**

THIS PERMIT is granted and entered into this 3<sup>rd</sup> day of August, 2012, by and between the St. Marys Airport Authority, a duly authorized authority of the State of Georgia, hereinafter referred to as the "Authority" and TJP@JAX, Inc., d/b/a The Jumping Place, hereinafter referred to as the "Holder".

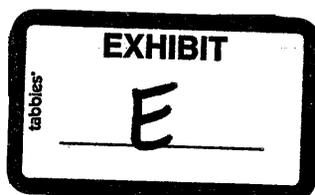
WHEREAS, Holder, is the operator and owner of a commercial skydiving business and desires to use a certain portion of the St. Marys Airport, hereinafter referred to as the "Airport", to skydive onto; and

WHEREAS, the Authority is willing to grant Holder a non-exclusive drop zone permit at the Airport, but only on the terms and conditions hereinafter stated and in compliance with the 2006 St. Marys Airport Minimum Standards, Section 11, including any other Minimum Standards provided for therein that are applicable to Holder's commercial skydiving business.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth in this Permit agreement the Authority and Holder hereby agree as follows:

1. **Permitted Drop Zone.** Pursuant to FAA Advisory Circular No. 150/5190-7 and Advisory Circular No. 105-2D the Authority establishes and designates the area set forth and illustrated on "Exhibit A 1 & 2" attached hereto and hereinafter referred to as the "Designated Drop Zone" for parachutist classified as Student, and Class A, B, C and D by the United States Parachute Association's (USPA).
  - a. The Authority hereby grants Holder the non-exclusive right to use the Designated Drop Zone for its parachute landings, hereinafter referred to as "Skydiving Operations". The Holder accepts and agrees to confine its Skydiving Operations to this Designated Drop Zone, which shall be the primary landing area for Holder's skydivers. The rights of the Holder to use the Designated Drop zone shall at all-time be subject to the rights of others to use the same in common with the Holder and Holder agrees not to unreasonably and unnecessarily interfere such rights.
  - b. The Holder understands and agrees that runways, taxiways, and designated clearways NOT SPECIFICALLY SET FORTH IN THE DESIGNATED DROP ZONE are excluded as primary landing areas for skydivers. The Authority understands that there may be times when there may be inadvertent landings by skydivers in areas not a part of the designated drop zone. However, repeated parachute landings in such areas, which in the sole discretion of the Authority is

*CA*



*JAG*

considered excessive, may result in action taken by the Authority to deny Holder the continued use of the Designated Drop Zone and revocation of the Permit for its Skydiving Operations.

- c. All Skydiving Operations within the Designated Drop Zone shall be conducted in a safe, orderly and proper manner and in strict compliance with all current and future Federal Aviation Regulations (FARs), USPA's Basic Safety Requirements (BSRs) and St. Marys Airport Minimum Standards. It is specifically understood and agreed to by Holder that violations of Section 2-1H of USPA's BSRs, Drop Zone Requirements, and any amendments thereto shall be deemed to be serious safety violations under the terms of this Agreement and shall subject this Permit to immediate termination or suspension by the Authority.
  - d. Holder acknowledges that neither the Authority nor its representatives have made any representations or warranties of any nature whatsoever regarding the Drop Zone or Airport including, without limitation, the suitability of the Drop Zone for Holder's intended use thereof.
  - e. When conducting its Skydiving Operations at the Airport, Holder agrees to arrange for its own company communication system, using appropriate frequencies and refrain from using the Unicom frequency for Holder's business communications.
2. **Term.** The term of this agreement will be for ninety (90) calendar days beginning on 3 August 2012 and it will be automatically extended by ninety (90) additional calendar days on 1 Nov 2012 and at the end of each ninety (90) calendar day period thereafter, unless thirty(30) calendar days prior to its anniversary date of 1 Nov 2012 or thirty (30) calendar days prior to any subsequent anniversary date thereafter, either party gives timely notice of its intention to terminate this agreement. JFO
3. **Permit Fee.** In consideration of the rights and privileges granted by the Permit, Holder agrees to pay Authority the permit fee of four hundred dollars (\$400.00) per month. Such permit fee shall be payable on the first business day of each month and shall be payable to the St. Marys Airport Authority. Holder acknowledges and agrees that the Permit Fee established by the Authority hereunder is fair, reasonable and nondiscriminatory.
4. **Use of Airport.** The reasonable use of the Airport is granted to Holder, its employees, passengers, guests, patrons, and invitees, in common with other duly
- A
- JFO

authorized users of the Airport and its appurtenants together with all other facilities and improvements which have been or may hereafter be provided for public use in connection with the Airport. Holder agrees it shall not permit its Skydiving Operation to unreasonably or unnecessarily interfere with such other authorized users.

- 5. Insurance and Indemnification.** Holder shall obtain and maintain continuously in effect at all times during the term of this Permit, at Holder's sole expense, Comprehensive General Liability insurance with a Combined Single Limit of not less than One Million Dollars (\$1,000,000) per occurrence protecting the Authority against any and all liability by reason of Lessee's conduct incident to the use of the Airport as allowed herein. Holder shall specifically protect the Authority by naming the Authority as an additional insured under such Comprehensive General Liability insurance. It is the responsibility of the Holder to keep the required insurance in full force and effect and provide such evidence to the Authority or the City of St. Marys annually and upon request by either of them, at any time during the term of this Permit.
- 6. Airport Minimum Standards.** Holder shall comply with the Airport's Minimum Standards, Section 11, including any other Minimum Standards provided therein that are applicable to Holder's commercial skydiving business and other activities at the Airport unless excused from such compliance, in writing, by the Authority. The Holder understands and agrees that such Minimum Standards may be amended from time to time by the Authority and agrees to such amendments that are applicable to Holder's Skydiving Operations or other activities at the Airport.
- 7. Release of Liability and Indemnification Agreement.** Holder agrees to continue to require each parachutist who will be participating in its Skydiving Operation, including, but not limited to, Holder and its employees, contractors and customers, on the Airport to execute the Release of Liability and Indemnification Agreement attached hereto as Exhibit B and hereinafter referred to as the "Authority Release Agreement". Holder shall not allow a parachutist to participate in Skydive Operations unless an Authority Release Agreement has been executed by the parachutist.
- 8. Compliance with Laws.** Holder, its employees and invitees shall at all times comply with applicable federal, state and local laws and regulations while on, visiting or using the Airport. Holder specifically agrees that Holder's Skydiving Operations on, from, over and onto the Airport and all its other activities at the Airport shall be in strict compliance with all applicable federal, state and local laws and, including, but not limited to all current and future applicable FARs, and USPA's BSRs.

**9. Indemnification.** Holder agrees to protect, defend, reimburse, indemnify and hold the City of St. Marys, Authority, its agents, employees and officers and each of them collectively, "Indemnities" free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including, without limitation, reasonable attorney fees and cost incurred prior to trial, at trial and on appeal) and causes of action of every kind and character, known or unknown, arising from Holder's Skydiving Operation, its employees, agents, contractors or invitees against any of the Indemnities by reason of (i) any damage to property or the environment, including any contamination of Airport property such as, but not limited to, soil or storm water by fuel, gas, chemicals or other substances deemed by the Federal Environmental Protection Agency ("EPA") to be environmental contaminants at the time this Permit is executed or as may be redefined by the appropriate regulatory agencies in the future or (ii) bodily injury (including death) incurred or sustained by person, arising out of or incident to or in connection with this Permit. Compliance with the insurance requirements set forth in paragraph 5 above shall not relieve Holder of its liability or obligation to indemnify Indemnities as set forth in this paragraph.

**10. Termination.** The Permit shall be subject to termination by either party in the event there is an abandonment of the Airport as an Airport or airfield. The Authority may immediately terminate, revoke or suspend this Permit in the event Holder fails to make timely payment of the rent or violates any terms, conditions or provisions of this Permit. Provided, however, in the event of a default or violation of any of the terms and conditions of this Permit, involving matters that are not determined to be unsafe or dangerous by the Authority, in its sole discretion, Holder shall be given written notice of such default or violation and shall have ten (10) calendar days following receipt of such notice to correct the default or violation.

**11. Governing Law, Venue and Attorney's Fees.** This agreement is to be construed in accordance with the laws of the State of Georgia. Venue shall be Camden County Georgia, or the Southern District of the United States for the State of Georgia. In the event of any litigation between the parties regarding the breach and/or of the Permit, the prevailing party shall be entitled to its reasonable attorney's fees and cost, including fees and cost at the appellant level, from the non-prevailing party as determined by a court of competent jurisdiction.

**12. Transfer or Assignment.** Holder shall not have the authority to transfer or assign any rights to this Permit without the prior written approval and consent of the Authority. Any such transfer in violation of the terms of this prohibition shall be

grounds for termination of this Permit by the Authority pursuant to the provisions of default as set forth in paragraph 10 of this Permit.

- 13. Structure Limitation.** The Holder is expressly prohibited from installing any fixtures, buildings, structures of any nature whatsoever or making any alterations or improvements to any property of the Authority unless it receives written permission from the Authority.
- 14. Disclaimer of Liability.** Authority hereby disclaims, and Holder releases Authority, from any and all liability, whether in contract or tort (including strict liability, negligence and nuisance) for any loss, damage or injury of any nature whatsoever sustained by Holder, its employees, agents or invitees prior to the date of this Permit. During the term of this Permit or any extension hereof, Holder releases Authority, from any and all liability, whether in contract or tort (including strict liability, negligence and nuisance) for any loss, damage or injury of any nature whatsoever sustained by Holder, its employees, agents or invitees including but not limited to loss, damage, or injury to personal property of Holder or Holder's invitees that might be located or stored at the Airport, unless such loss, damage or injury is caused by Authority's negligence. The parties hereto expressly agree that under no circumstances shall the Authority be liable for indirect, consequential, special, or exemplary damages whether in contract or tort, including strict liability, negligence and nuisance such as, but not limited to loss of revenue or anticipated profits or any other damage related to the Holder's Skydive Operation allowed under this Permit. The Authority may at any time and from time to time close all or any portion of the Drop Zone to abate or rectify a condition determined to be unsafe or dangerous by the Authority in its sole discretion; for maintenance; and for public safety or security of the Airport as determined necessary in the sole discretion of the Authority. In the event the drop Zone is closed, Holder agrees that the Authority shall not be liable of and Holder waives, any claims for lost profits, economic losses or other consequential damages.
- 15. No Exclusive Rights.** Notwithstanding anything contained in this permit to the contrary, it is understood and agreed that the rights granted under this Permit are nonexclusive and that the Authority may grant similar privileges to another Aviation related business, including, but not limited to, another commercial skydiving business.
- 16. Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified mail, postage prepaid, return receipt requested, or by

overnight courier with receipt acknowledgement, or by witnessed hand-delivery, addressed to the party for whom it is intended at the place specified herein until changed in writing in the manner provided in this paragraph. As of the date of this Permit, the parties designate their addresses as follows:

For Authority

St Marys Airport Auth.

PO Box 5002

St. Marys, Ga 31788

For Holder

Pres TJP@JAX Inc

5731 18th St

Zephyrhills FL 33542

17. **Severability.** In the event that any section, paragraph, sentence, clause or provision of the Permit is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Permit and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Permit as of 3<sup>rd</sup> day of August, 2012.

By:   
Chairman  
St. Marys Airport Authority

By:   
Catherine L. Kloess  
As Registered Agent  
TJP@JAX, Inc.  
D/B/A The Jumping Place



