

Drone Permit for John Boyd Thacher State Park

Permission is hereby granted to and are subject to the terms and conditions described below:

Permittee Name:	
Organization:	Recreational use only
Activity:	Unmanned aircraft system flights/drones
Location/Area:	
Date(s):	

Due to human activity and wildlife protection, there will be **no drone flying in restricted areas of the park**. These areas include the **CLIFF EDGE and BEYOND** at:

- Hailes Cave
- The Overlook
- Horseshoe I & II
- Glen Doone
- Above the Indian Ladder Trail
- Yellow Rocks/Greenhouse
- Mine Lot

You may not fly in areas privately rented for special events unless you are the patron that has rented either Greenhouse or Knowles Flat. **You may operate drones on state property ONLY with this permit in the North section of the park on trails and open fields.**

For professional photography, an additional FILM permit must be issued by State Parks.

Issued By:	
<i>(Printed Name of Regional Director or Designee, Signature, and Title)</i>	

I accept the permit with the stated terms and conditions:

Signature:	
Name:	
Address:	
Phone & email:	
Organization Name: <i>(if applicable)</i>	

This permit is valid ONLY at the time and place noted above. This permit does not constitute a reservation or grant exclusive use of any area of the above-named Park Site.

The person whose signature appears above shall be in attendance during the entire period stated in this permit and shall carry a copy of this permit.

Standard Conditions:

1. Permit is not valid until proof of insurance coverage are received in the Regional Office at Saratoga Spa State Park
2. Permittee shall be responsible for any and all damage to park property or facilities that may result from the Permittee's use thereof. The Permittee assumes all risks and shall indemnify, hold harmless and defend the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, and its officers and employees for injury or death arising out of an accident to themselves or others or damage to property resulting from activities under this Permit or any unauthorized activities undertaken in contravention of the terms under which this Permit is issued. The obligation of the Permittee to indemnify the State of New York hereunder is not limited to the amount of any insurance required under this Permit.
3. Permittee shall provide general liability insurance for protection for claims for damages to property and for personal injuries, including death, which may arise from the activity in the amount of \$2,000,000 aggregate and \$1,000,000 each occurrence
4. Insurance coverage shall be provided only by an insurer duly licensed in the State of New York. All insurance policies and certificates procured by the Permittee shall name as additional named insured "the People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation and its commissioners, officers, agents and employees." Designating "State Parks" as a "certificate holder" shall not constitute compliance with this section.
5. Permit is not valid if facility is closed to the general public
6. Permit is only valid for date(s) and location(s) within the facility that are authorized in this Permit
7. Permit shall be carried by the person responsible for the activity and presented to Park Police and park staff upon request
8. Areas and facilities used by the Permittee shall be left in the same condition that existed on arrival. Permittee shall clean up and dispose of all waste generated
9. No waiver of permit conditions is valid unless the Permit is amended and signed by the Regional Director or designee
10. Violation of permit terms may result in rescission of the permit
11. OPRHP reserves the right to suspend or terminate the activity if continuance would create a dangerous condition or threaten the health, safety or welfare of the Permittee or the public
12. Any required vehicle use fee or facility fee shall be paid at point of entry

Special UAS Conditions:

The following additional conditions shall be considered appropriate for a UAS permit depending on the type of use:

1. UAS shall not disturb or harass wildlife
2. UAS shall not interfere with OPRHP search and rescue, law enforcement or other emergency operations
3. UAS shall not be flown in a reckless manner or outside the designated area(s);
4. Operators shall not operate unmanned aircraft while under the influence of alcohol or drugs
5. Inexperienced UAS operators shall be accompanied and assisted by an experienced operator
6. Operators shall avoid flying directly over people, vessels, vehicles, or structures and shall avoid endangering the life and property of others
7. Operators shall immediately report all accidents involving any injury or damage to any resource or property to the Facility Manager and/or NYS Park Police
notification to OPRHP does not relieve the operator from reporting requirements under 49 CFR 830 or under a Certificate of Authorization (COA) or Airworthiness Certification required by the FAA
8. UAS shall be within visual sight, with no visual aids authorized, of the operator at all times during flight
9. Recreational operators shall have sufficient proof of liability insurance or proof of membership in an organization such as the Academy of Model Aeronautics (AMA), which includes liability insurance coverage with membership
10. Recreational operators shall comply with Advisory Circular 91-57 and section 336 of the FAA Reauthorization Act of 2012
11. Commercial or administrative operators shall have a Certificate of Operation or Airworthiness Certification issued by the FAA and shall comply with all FAA rules and regulations

Additional Special UAS Conditions (circle as applicable):

1. Safety line(s) shall be established for landing and take-off zones (and area of flight, if applicable)
2. Only persons associated with flying the UAS are allowed at or in front of the safety line that separates the area of flight operations from non-flight areas
3. An area away from the safety line shall be maintained for spectators and intentional flying behind the safety line shall be prohibited
4. Specific time of day restrictions may apply (e.g., no nighttime operations)

5. Mufflers are required on all flammable fuel-powered models
6. Pilots/operators shall make the appropriate announcement when taking off, landing, or in emergency situations
7. First aid kits shall be carried by pilots/operators
8. Prohibition on the use of flammable liquids for fueling. If flammable fuels are allowed the following requirements shall apply:
 - All flammable fuels will be stored in containers that are Underwriters Laboratories (UL) listed and approved.
 - No more than 5 gallons of all flammable liquid may be on site at any time
 - A fully operational 10# ABC portable fire extinguisher must be on site
 - All flight operations will be limited to times when there is no presence or threat of lightning or thunderstorms, no presence or threat of precipitation, and no presence of sustained wind greater than 5 mph or threat of wind gusts greater than 10 mph
 - Size and weight restrictions may apply
 - UAS shall not be launched, landed, or operated from or on areas that are eligible, studied, proposed, recommended, or officially designated as sensitive areas (e.g., bird sanctuary or high fire-danger areas)

One single pilot may not control more than one UAS at the same time.