



OFFICE OF THE EXECUTIVE DIRECTOR
NATIONAL HEADQUARTERS
CIVIL AIR PATROL
MAXWELL AIR FORCE BASE, ALABAMA 36112-6332

17 January 2007

MEMORANDUM FOR NATIONAL BOARD

FROM: CAP/EX

SUBJECT: AF Hold Harmless Agreement (HHA)

1. CAP members who use a non-CAP aircraft on an Air Force Assigned Mission (AFAM) are required to execute a Hold Harmless Agreement (HHA) with the Air Force. CAP-USAF has standardized this HHA to avoid confusion throughout the regions. Attached is a copy of the HHA and guidance Col Hodgkins, CAP-USAF/CC, gave to his personnel.
2. When Col Hodgkins provided this guidance he emphasized some key points:
 - a. The HHA does not apply to flying in CAP Corporate aircraft.
 - b. The HHA does not waive a CAP member's protections under FTCA or FECA.
 - c. The HHA requirement may be excepted in a "real-world" emergency. A real SAR would be an emergency. A SAREX is not.
3. CAP-USAF is directing their questions to Lt Col Doug Goodlin, CAP-USAF/XO and Maj Derek Sherrill, CAP-USAF/JA. The CAP/DO, CAP/NOC, and CAP/GC personnel will do their best to answer members' questions on this subject or refer them to CAP-USAF. Please contact one of these offices or your State Director/Liaison Region if you need assistance.
4. CAP/NLO recommends that, before signing the agreement, members confer with their personal attorney, other than a CAP legal officer, and others who have an interest in the subject aircraft (co-owners and their hull insurance carrier). Specifically, they should inquire of their hull insurance carrier whether signing such an agreement would prevent them from receiving insurance coverage and/or benefits if the aircraft is damaged in missions covered by the agreement. They may also want to request a letter from their insurance carrier confirming that they have no objection to them signing the agreement, or document via letter to their carrier the fact that their carrier has no objection.

A handwritten signature in black ink that reads "Don Rowland".

DON ROWLAND
Executive Director

2 Attachments

1. CAP-USAF/CC HHA Cover Memo
2. CAP-USAF HHA

cc:

HQ CAP/XP/MD/DO/GC/LG/EXS/NOC/DCS Ops
HQ CAP-USAF/CC/CV/XO/JA
All CAP-USAF LR/CC
All CAP-USAF State Directors
All Wing Administrators



DEPARTMENT OF THE AIR FORCE
Air University (AETC)



8 Jan 2007

MEMORANDUM FOR LIAISON REGION COMMANDERS

FROM: CAP-USAF/CC

SUBJECT: Hold Harmless Agreement for the Use of Member Owned or Member Furnished Aircraft

1. AFI 10-2701, *Organization and Function of the Civil Air Patrol*, paragraph 3.6.2.10, dated 29 July 2005, requires CAP members who provide an aircraft for use on an Air Force Assigned Mission (AFAM) to execute a hold harmless agreement (HHA). Until further notice, prior to authorizing an AFAM where a CAP member provides the aircraft, the attached HHA must be accomplished.
2. Anytime a CAP member uses their personal aircraft, or obtains and uses an aircraft owned by someone else for an AFAM, the HHA must be signed. The HHA **only** specifies that the United States Government is not liable for damage to member owned or furnished aircraft while it is being used for the AFAM. The HHA **does not** waive Federal Tort Claims Act (FTCA) or Federal Employees' Compensation Act (FECA) coverage for the member--only property damage to the member owned or furnished aircraft. FECA and FTCA still apply when CAP members are executing AFAMs.
3. Except in emergencies or imminently serious conditions, the attached HHA must be executed by the CAP member who is providing the aircraft for use during the AFAM. The CAP member must sign the HHA, even if he is not the owner of the aircraft.
4. State Directors will maintain the HHAs for proficiency training missions and Cadet Orientation flights (B-12, B-17, B-15, B-20, A-6, A-15, and A-20). CAP members must reaccomplish these HHAs annually. Liaison Region Commanders will maintain the HHAs for A-5 missions (SAR/DAR and Homeland Security) which are approved by the CAP Form 10 process. The CAP-USAF/XO will maintain the HHAs for training and operational missions approved by HQ CAP-USAF and Air Force Rescue and Coordination Center (AFRCC) missions.
5. Your assistance in implementing this requirement is greatly appreciated. If you have any questions, please contact Lt Col Douglas Goodlin at 334-953-7467.

//signed/rdh/8 Jan 2007//

RUSSELL D. HODGKINS, JR., Colonel, USAF
Commander, CAP-USAF

Attachment:
Hold Harmless Agreement

cc:
CAP-USAF/CC/CV/XO/IG/JA/SDs
AF/A3S-HA

**HOLD HARMLESS AGREEMENT
FOR LOSS OF OR DAMAGE TO PRIVATELY-OWNED AIRCRAFT**

1. I do hereby certify that:

a. I am over the age of 18 years and an active member of the Civil Air Patrol (CAP) unit located at _____; and

b. I have volunteered to participate in a United States Air Force Assigned Mission(s) (AFAM) on or about _____, 20__ **OR** from _____ to _____; and I have volunteered the use of the following aircraft (the "Aircraft"), which I own, solely or in part, or provide with the consent of the owner, to accomplish the AFAM:

Make and Model: _____

FAA Registration Number (Tail Number): _____.

2. I understand the purpose of my participation in this AFAM is to perform a non-combat mission or program of the Air Force, which may include homeland security operations, consequence management, support to civilian law enforcement, search and rescue, and/or other civil support.

3. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms, when used in this Agreement, shall have the meanings ascribed to them in this paragraph:

a. "Air Force Assigned Mission (AFAM)" means missions the Secretary of the Air Force, or designee, assigns to CAP to support non-combat missions and programs.

b. "Agreement" means this Hold Harmless Agreement.

c. "Federal Tort Claims Act (FTCA)" is the federal statute (28 U.S.C. §§1346(b), 2671-2680) that provides a limited waiver of the United States' sovereign immunity allowing third parties to receive compensation from the United States for death, personal injuries, or property damages that occur due to acts or omissions of Government personnel while acting within the scope of their employment. Under the FTCA, the United States may be held liable for negligent or wrongful acts or omissions of CAP or its members performing AFAMs that cause personal injury, death, or property damage.

d. "Federal Employees Compensation Act (FECA)" is the federal statute (5 USC §§ 8101, *et seq.*) which provides for the payment of workers' compensation benefits to civilian officers and employees of all branches of the Government of the United States. FECA has been extended to provide workers' compensation benefits to CAP volunteers, or their survivors, for injuries or death resulting from injuries sustained in performance of duty while in service to the United States during an AFAM.

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4. I understand that participating in the AFAM referenced herein involves risk of damage to or loss of the Aircraft. I hereby waive any claim I may have against the United States arising from the use of the Aircraft in connection with performing an AFAM. (AFI 10-2701, para. 3.6.2.10; AFI 51-501, para. 5.25.3)

5. This Agreement shall be governed by and interpreted exclusively in accordance with federal law. It is to be construed broadly and inclusively as is permitted by relevant federal law. If any portion of this document is held invalid or void, the remaining terms shall remain in full force and effect.

6. This Agreement supersedes and replaces any prior agreement related to the subject matter hereof that I may have executed as of the date of this Agreement.

7. Nothing in this agreement is intended or should be interpreted as a waiver of any rights under FECA for my death or injury during the AFAM or waiver of any FTCA protections for injuries or property damage to third parties that I may cause while participating in the AFAM.

8. I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS AGREEMENT. I understand that by signing this document I will relinquish certain rights and incur certain obligations as set forth herein, and with such understanding and knowledge I execute this Agreement intending to be legally bound by its terms and conditions.

DATE

PRINTED NAME

SIGNATURE
