



67 D STREET

Fillmore CA. 93015

Phone (818) 442-9904 FAX (818) 442-9901

FAR PART 133 EXTERNAL LOAD PRE-LIFT CHECKLIST

Palomar Medical Center _____ gives permission to conduct Helicopter lift operations at
2185 Citracado Parkway Escondido CA _____

Please reference proposed Congested Area Lift Plan. (CAP)

Project is subject to Federal Aviation Administration approval. The execution of the project is also subject to Federal Aviation Administration approval, aircraft availability and or an Act of God situation.

1. _____ All vehicles must be cleared from the Landing Zone, Attach and Release area. Guardian Helicopters Inc. will not be responsible for any damage done to any vehicles not cleared. Contractor will accept all responsibility if vehicles are left in the operating area.
2. _____ Ensure designated buildings are unoccupied per CAP.
3. _____ The landing Zone, Attach and Release area must be clear of all debris prior to the helicopter arriving. All loose materials will be removed or secured.
4. _____ Place units or items being lifted in order of operation. This will help simplify and keep the flow of operations smooth.
5. _____ Smoking and Cell Phone usage is not permitted around the helicopter or anytime during the lift operation.
6. _____ GHI will provide a min of 2-4 ground crewmembers, one on the pick site and one on the set site. The Contractor will be required to provide 3 on the set site and 1 on the pick site.
7. _____ The helicopter produces downwash, which could impact the visibility of the pilot and ground crew. All dirt and sandy areas must be watered prior to the helicopter arriving.
8. _____ Inspect the surrounding area on the roof for loose skylights, vents, exhaust fans or roofing and secure prior to the day of the operation.

67 D Street Fillmore , California 93015 Phone (818) 442-9904 Fax (818) 442-9901

www.guardianhelicoptersusa.com

cost of repairing any damage to Guardian's property that results from Customer's negligent or improper acts or omissions related in any way to the External Load project. Indemnitees shall give Customer notice of any claim and shall cooperate with Customer in connection with the defense thereof.

Customer assumes and agrees to pay for the defense of all Claims. If a Claim is brought against any of the Indemnitees, Customer shall, immediately upon notice, resist or defend such suit, action, or proceeding by independent counsel acceptable to the Indemnitee(s) at Customer's sole cost and expense. Customer's obligation to defend under this Agreement is immediately triggered upon notice of any Claim and shall not be held in abeyance pending a determination of Customer's potential liability for the Claim; provided, however, that Customer shall be responsible to promptly reimburse any Indemnitee(s) for all attorneys' fees, costs and expenses of any kind borne by the Indemnitee(s) if any of them should have to take any legal action to defend any Claim.

Each party shall: (1) advise any other party promptly, in writing of the service of any summons, notices, letters or other communications alleging any Claim; and (2) cause all insurance carriers to be placed on notice promptly of any and all occurrences, claims, suits, that may be covered under any insurance policies connected with the External Load project. Attorneys' fees, court costs, expenses and disbursements owed by Customer under this Agreement shall be defined without limit to include all sums incurred in defending the Claim and all sums incurred in connection with the enforcement of this Agreement. The indemnification obligation under this Agreement shall not be restricted by a limitation on amount or type of damages, compensation or benefits payable by or for Customer under workers' compensation acts, disability benefits acts or other employee acts.

The parties expressly agree that this Agreement contemplates, among other obligations, full indemnity if liability is imposed against any of the Indemnitees without their negligence and solely by reason of statute, operation of law or otherwise.

AGREED AND ACCEPTED

Parlane Health
Company Name – Please print

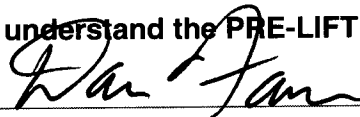
[Signature]
Signature

San Francisco Senior Director Facility Operations
Name & Title – Please print

9. ____ The contractor will provide security at the job site per the CAP. Any breach of the secure area by unauthorized person(s) the operation will immediately cease until such person(s) are removed and cleared from the area.

10. ____ All flags, banners or temporary structures in the operating area need to be lowered or secured

I have read and understand the PRE-LIFT CHECK LIST.

Signature:  Date: 4-17-2020

LIMITATION OF LIABILITY AGREEMENT

CUSTOMER AGREES AND ACKNOWLEDGES THAT GUARDIAN HELICOPTERS, INC. AIRCRAFT AND ALL RELATED SERVICES ARE PROVIDED TO CUSTOMER ON AN **"AS IS" BASIS**, AND CUSTOMER'S USE THEREOF IS ENTIRELY AT CUSTOMER'S OWN RISK. GUARDIAN HELICOPTERS, INC. HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR ARISING BY CUSTOM, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL GUARDIAN HELICOPTERS, INC. BE HELD RESPONSIBLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, AND/OR COST OF SUBSTITUTE GOODS OR SERVICES SUFFERED BY CUSTOMER.

Guardian Helicopters, Inc. hereby agrees to indemnify and hold harmless CUSTOMER from and against any and all claims, demands, and actions occurring in connection with any negligence or misconduct of Guardian Helicopters, Inc. or any of its agents, employees, or contractors during its performance of the External Load project. Such indemnification of CUSTOMER by Guardian Helicopters, Inc. shall exclude any such liability caused by the negligence or willful misconduct of CUSTOMER, its employees, representatives or agents or any liability otherwise subject to CUSTOMER's defense and indemnity obligations owed to Guardian Helicopters, Inc. ("Guardian"), its officers, directors, agents, representatives, employees, affiliates, parents, subsidiaries, and partners (collectively, the "Indemnitees") as specified herein

To the extent permitted by law, Customer shall defend, indemnify and hold harmless Indemnitees from and against any and all demands, claims, suits, proceedings, damages, liabilities, professional fees, including reasonable attorneys' fees, costs, court costs, expenses and disbursements related to property damage (including loss of use thereof) or bodily injuries to persons (including death) brought against any of the Indemnitees by any person or entity, arising out of or as a result or consequence of the negligent or improper acts or omissions of Customer, including, but not limited to, the External Load project ("Claims"). Customer shall also defend, indemnify and hold Indemnitees harmless from and against the

67 D Street Fillmore , California 93015 Phone (818) 442-9904 Fax (818) 442-9901

www.guardianhelicoptersusa.com