

Investigation Participant Non-Disclosure Agreement  
and  
Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

I, Kenneth W. Petschow, have been invited to assist in a National Transportation Safety Board (NTSB) investigation, but have not been extended formal party status. Any work that I perform is conducted under the statutory authority and responsibility of the NTSB and will be used for the purpose of contributing to this investigative effort. My participation (and the extent of my participation) is at the sole discretion of the NTSB. On-scene access and any activities in which I participate will be determined by the IIC.

All wreckage; written, electronic, and photographic data; testing protocols; descriptions of any existing, pending, or proposed work; conclusions; or any other information supplied to me by the NTSB or compiled, learned or otherwise acquired in the performance of work with the NTSB, for the purposes of this arrangement, remain the property of the United States and is, under 18 U.S.C. § 641, a thing of value. Title 18 U.S.C. § 641 provides, in pertinent part, as follows:

Whoever...steals, purloins, or knowingly converts to his use or the use of another, or without authority, sells, conveys or disposes of any record...or thing of value of the United States or of any department or agency thereof...Shall be fined not more than \$10,000 or imprisoned not more than one year, or both.

All information, as described herein or which is otherwise provided or learned through participation in this arrangement, and that is made available to me or my organization in the course of this investigation, whether or not that information was directly or intentionally communicated, is confidential unless otherwise indicated in writing. Neither I nor my organization, its employees, and agents shall use, disclose or knowingly permit to be disclosed either orally, in writing, or by electronic means to any person any such information without the prior written consent of the NTSB.

Both I and my organization shall use our best efforts to prevent any disclosure of any information obtained pursuant to participation in this arrangement to any third party and use at least the same care and discretion that we use with similar data we might consider to be confidential or otherwise restricted.

In the event of any breach of confidentiality by me or my organization, this arrangement will become void at the NTSB's option, at which time I will forfeit any and all data collected or generated through this arrangement with the NTSB. Breach is determined by the NTSB. The NTSB does not waive any other legal recourse available to the agency or the United States.

Neither me nor my organization will act at any time as consultants or provide opinion or expert testimony for any person or entity other than the NTSB on any matter related to this arrangement. This prohibition includes but is not limited to any litigation or potential litigation arising from the accident.

I am voluntarily participating with knowledge of the dangers involved, and I agree to accept any and all risks of property damage, personal injury, and death. I understand, acknowledge, and accept that participation in this project does not confer upon me any rights, privileges, or authority that are incident to employment with the NTSB or any other federal agency or entity.

In consideration of being permitted access in on-scene investigative work and related follow-on investigative work, and for other consideration, I agree to release and waive liability, assume all risks, and indemnify the NTSB, the investigators, all employees of the NTSB, both career and politically-appointed, and any other individuals or entities acting on behalf of the NTSB, even though their acts or inaction may be deemed to be negligence or some other actionable cause.

I release, waive, discharge, and covenant not to sue the persons and entities described herein from any claims for damages for death, personal injury, and other impairment of health; and damage to, loss of, and loss of use of any property; loss of revenue or profits; and other direct, indirect, or consequential damage, which I have or which may hereafter accrue, as a result of my participation, even though liability may arise from the acts or inaction of the persons or entities being released. Notwithstanding any words that may be construed to the contrary, nothing in this Agreement shall create a basis for claim or suit where none would otherwise exist. I understand and agree this Agreement is binding on my heirs, assigns, and legal representatives.

I attest I am physically able to participate in this project, and that I will inform the investigators if the physical challenges exceed my abilities. I understand and agree I must follow the direction of the investigators throughout the project. Further, I understand that if I do not follow direction, or in some way impede or endanger the accident investigation process, I may be removed from the project. The decision to remove is at the discretion of the investigators with the concurrence of the Regional Director. There will be no liability to the NTSB for travel costs or lost opportunity costs suffered by me or my organization, or any subdivisions thereof, or by me, the investigator, or other NTSB employee if I am removed from participating in an investigation.

I attest that I, or my organization, will bear all of my personal costs related to this project, including any required travel/transportation and travel/transportation-related expenses.

This agreement shall be in effect once signed and dated by all parties, upon the latest date signed. It shall remain in effect until the date that the project is completed or any legal proceeding related to this agreement is concluded, whichever date is the later.

I understand, acknowledge, and accept that this agreement is intended to be as broad and inclusive as permitted by federal law and the laws of any state in which the activities occur, and that if any portion of this agreement is ruled invalid, the remainder shall continue in full legal force and effect. I further agree that any legal proceedings related to this agreement, regardless of the geographic location of any instance that is the basis of the legal proceeding, shall take place in federal district court located in Washington, D.C.

I have read carefully this agreement and fully understand its contents. I certify I am at least 18 years of age, and am legally competent to understand and bind myself in a legal agreement. I am aware this is a binding release of liability, assumption or risk, and indemnity agreement between me and the persons and entities mentioned herein, and all of their respective officers, directors, employees, agents, and representatives, and that I sign it of my own free will. I acknowledge this is an important legal document, and I have read it carefully before signing and dating it.

Signature:  \_\_\_\_\_

Date: 07/20/2015 \_\_\_\_\_