Small Unmanned Aircraft Systems (UAS) "Drones" Procedures UPDATED 6.6.2017

<u>Drake's Unmanned Aircraft Systems (Drones and Model Aircraft) Policy</u> can be found online at: www.drake.edu/policy/category/safety/drones/

If purpose to fly a UAS meets the Drake UAS policy then the following procedures to secure approval to fly a UAS on campus applies:

- 1. Due to privacy and safety concerns, the individual recreational use of drones is not permitted on Drake University property.
- 2. Drones are only permitted for special projects and events (promotional videos, class films, building maintenance, etc.), and then only with specific approval by Risk Management.
- 3. Unauthorized drones discovered flying over college property will be reported to the Federal Aviation Commission.

Drones offer many benefits to Drake University when they are appropriately used, but they also bring to the campus unique liabilities that need to be managed through these written procedures and processes:

- 1. Drones are capable of being used to collect personal information without the knowledge or consent of those being videoed or photographed. Such data collection can be viewed as "intrusive surveillance" especially when the drone operator is not seen or is unknown, or when it has not been communicated how the images or video will be used or disclosed.
- 2. Drones are capable of causing unintentional damage to property and personal injury to bystanders.
- 3. Drones can run out of power or crash in restricted areas, or in locations that are inaccessible without ladders, or lifts. Attempts to retrieve disabled drones can be dangerous without special assistance from Facilities Management.

In light of UAS risks and liabilities, all drone use on the Drake campus must comply with the following Approval Procedures:

APPROVAL DOCUMENTS CHECKLIST

Ш	Fill out Drone Use Application (Appendix A) Attach any FAA Approval documents—include FAA
	Certificate of Waiver or Authorization to be considered as part of the application. Mark flight
	area on the map.
	Drone Use Conditional Approval Agreement (Appendix B)
	Provide a Certificate of Insurance (See requirements on Appendix C)
	Read and agree to the University UAS (Drone) policy
	www.drake.edu/policy/category/safety/drones/
	If applicable to the drone activity secure signed Photo, Video and/or Audio Release (Appendix D)
	Sign Owner/Operator Liability Release (Appendix E)
	Flight Permit (Appendix F)

The Approval Timeline and Processes

- 1. The first step in obtaining permission to fly a drone on the Drake's campus is to fill out a **Drone Use Application** (Appendix A). When completing the application make sure to mark the perimeter boundary where the drone will be flying on the attached map. This form must be completed before proceeding to the next step.
- 3. Key staff contact for this request, will **notify, key departments** of the drone's requested fly, especially EHS, Public Safety, Facilities, Marketing and Communications and Events Management to ensure the flight will not interfere with other activities on campus.
- 3. At least 7 days prior to any drone operation on campus property Risk Management must receive from the drone applicant any outstanding information or documentation required by the **Drone Use Conditional Approval Agreement** including insurance and any releases. (Appendix B)
- 4. When all of the items in the conditional approval agreement have been satisfactorily addressed Risk Management will provide the key department contact a **Flight Permit** (Appendix F)
- 5. At least 5 days prior to any drone operation, Risk Management via **OnCampus** or email will post an announcement to inform the campus community where and when the drone will be flying and the key staff member's contact information for any questions or concerns.

The FAA's Authority and Operators.

Drake University is within 5 miles of the Des Moines International Airport.

- 1. All drone use must comply with the Federal Aviation Administration air traffic and general operating rules listed in 14 CFR Subchapter F, including the Small Unmanned Aircraft Rule (14 CFR Part 107), and with any other FAA or FCC regulation that is applicable to the use of drones. For a full summary of 14 CFR Part 107 go to https://www.faa.gov/uas/.
- 2. Prior to flight, drone users must check for location and date specific restrictions or requirements using the Federal Aviation Administration's B4UFLY mobile app: https://www.faa.gov/uas/where to fly/b4ufly/. By Law, you must notify the airport operator and the air traffic controller tower (if one is present) of your flight
- 3. All operators of drones used commercially must hold a Remote Pilot Airman Certificate (14 CFR Part 107) with a Small Unmanned Aircraft Systems (UAS) rating, or must operate the drone under the supervision of someone with such certification. A copy of the completion Certificate of Waiver or Authorization must be provided with the application form.

Drake University Specific Rules for the Use of Drones

- 1. Drake University UAS policy bans student owned drones from all campus property and airspace unless specific permission is obtained from Risk Management to use the drone for a specific project or event following a strict set of guidelines. Students found with a drone will be asked to take it home.
- 2. Drones may only be operated during full daylight (30 minutes after sunrise to 30 minutes before sunset).
- 3. Drones permitted to fly on Drake University property may not cross any boundary line onto city owned property, or onto the private property of an adjoining neighbor. Flight in these locations requires separate permissions.
- 4. Drones may not be used to stalk or harass any person or animal.
- 5. Drones may not hover near, or have their camera directed onto, the windows of private locations (bathrooms, bedrooms, showers, clothes changing areas, private offices, etc.). Any images or video containing private information must be reported immediately to the Drake Public Safety prior to images or video destruction or additional viewing by others.
- 6. The drone operator and/or any holders of recognizable images or video collected the drone must take adequate measures to prevent the disclosure of personal information without consent. These measures may include, but are not limited to:
 - a. Blurring the faces of individuals that are recognizable in images or video collected by cameras carried by the drone.
 - b. Capturing images and video of individuals only in large groups at a distance and resolution where individual recognition is not easily accomplished.
 - c. Obtaining signatures on a Small Unmanned Aircraft Systems (UAS) Photo and/or Video Release (Appendix D). Where minors are present this form must be signed by a parent or guardian. Scanned copies of all signed consent forms must be delivered to Risk Management.
 - d. All drone captured images or video that does not adequately protect personal information, for which no signed consent was obtained, must be destroyed.
- 7. All images and video collected by drones must be made available to Risk Management for review prior to distribution, except for images or video that has otherwise been reported to the Drake Public Safety due to private content.
- 8. Drake University Marketing and Communications reserves the right to review any and all materials for external distribution made with drone captured images or video prior to publication and/or distribution in any way, and at their sole discretion, to disallow distribution, or require that the disclaimer "THIS IS NOT A FUNCTION OF DRAKE UNIVERSITY" accompany the images or video as directed by them.
- 9. Each drone owner, drone operator, and person who has control over the use of images, video and audio that will be collected using the drone sign a Release of Liability (Appendix E).

Drake University's reinforcement of the "Summary of Small Unmanned Aircraft Rule" (14 CFR Part 107)

- 1. Drones must undergo a preflight inspection before use.
- 2. Drones must remain in visual line of sight of the remote pilot in command, or dedicated visual observer at all times.
- 3. Drones must remain close enough to the remote pilot in command to be seen with the unaided eye.
- 4. Drones may not be operated in a careless or reckless manner.
- 5. Drones may not operate over any persons not directly participating in the operation (i.e., drones may not fly directly over individuals or groups of people). If images or video is needed of such groups, the drone must capture these images from a safe distance on the side.

Drone Use Application-Appendix A

Who Is Requesting The Drone?	Name of Requestor: Department (if applicable): Name of Supervisor (if applicable): Email Address: Business Phone:Mobile Phone:	Relationship to Drake University: Undergrad Student Conference Grad Student Bon Appétit Staff Conference Visitor/Guest Other
Who Will Be Operating The Drone:	Name of Operator: Company Name (if applicable): Company Address: Email Address: Business Phone:Mobile Phone:	Federal Aviation Administration Small UAS Certificate Registration CertificateHolder: Certificate#: Issued: Expires:
What Is The Purpose Of The Flight?	Please Explain:	
video Footage Be Jsed?	Will the photos or video be posted on the internet or on social media?	uildings?
When Will The Drone Be Flying?	Flight Date:	
Orone & Camera Information	Model of Drone: Will still photos be taken using the dro Drone Serial #: If yes, what image resolution will be u Model of Camera: Will video be taken using the drone: [Combined weight of Drone & Camera: If yes, what video resolution will be us Using the campus map in this document or one operator provides, please mark the perimeter flying.	sed? Yes No No No

MARK CAMPUS MAP WHERE DRONE WILL BE FLYING.



DRIVING DIRECTIONS TO DRAKE UNIVERSITY

From the East and North

At the northeast edge of Des Moines, I-80 and I-35 join and go west around the city while I-35 goes through Des Moines. Take I-35 west for about stormles to the 31st Street exit, which is past the downtown area. You will see a sign that asys "Exit 6, Drake University" Exit I-35 at the just Street exit and turn right (north). Travel approximately six blocks on 31st Street to the stoplight at University Avenue, At University Avenue, turn right and go one block. You will see the Olmsted Center parking lot (655) on the left (north) side of University, Reserved parking for admission visitors is located on the south side of the lot. Cole Hall, Office of Admission (3262) is located on the south side of the lot. Cole Hall, Office of Admission (3262) is located on block east of the Olmsted Center parking lot with visitor parking available there as well.

From the West and South

At the southwest edge of Des Moines, I-8o and I-35 join and go east around the dity while I-235 goes through Des Moines. Take I-235 east to the grist Street exit. Des Moines. Be sure you have passed the 63rd Street exit. Exit at 3rd Street and turn left (north). Travel approximately six blocks on 3rd Street to the stoplight at University Avenue. At University Avenue, turn right and go one block. You will see the Olmsted Center parking lot (457) on the left (north) side of University. Reserved parking for admission visitors is located on the south side of the lot. Cole Hall, Office of Admission (#62) is located one block east of the Olmsted Center parking low with visitor parking available there as well.



BUILDING KEY

Aliber Hall	57	Marcate Marcall Barras
		Kragie Newell Agora Lane Plaza
Alumni House American Republic Health Center		McCoy Apartments
Bell Center		Medbury Hall
Black Cultural Center		
		Meredith Hall (RaySoc
Branson Plaza	33	Morehouse Residence
Buel Softball Field		Morgan E. Cline Atriur
Carnegie Hall (RaySociety Office)		Pharmacy and Health
Carpenter Residence Hall		Neal and Bea Smith Le
Cartwright Hall		Newman Center/St. C
CAYA House		Norman Apartments
Cline Hall of Pharmacy and Science		Old Main
Cole Hall		Olin Hall
Collier-Scripps Hall		Olmsted Center
Cowles Library		Olmsted Center Visito
Crawford Residence Hall		Opperman Hall and La
Des Moines Police Traffic Unit		Oreon E. Scott Chapel
Dial Center for Computer Sciences	51	Painted Street
Drake Plaza	9	Patty and Fred Turner J
Drake Postal Operations		The Point (HR, Drake I
Drake Stadium	10	Principal Plaza
Drake West Village	29/43	Public Safety
Facility Services	12	Quad Creek
Fieldhouse	11	Quad Creek Café
Fitch Hall	26	The Robert D. and Billi
Fraternities/Sororities	41	Roger Knapp Tennis Co
Goodwin-Kirk Residence Hall	55	Ross Residence Hall
Harmon Fine Arts Center	40	ROTC
Harvey Ingham Hall	23	School of Education
The Harkin Institute for Public Policy		Science Connector Bui
and Citizen Engagement	72	Sheslow Auditorium
Helmick Commons		Shivers Basketball Prac
Helmick Courtyard		Soccer Field
Herriott Residence Hall	19	Stalnaker Residence H
Hillel House		Studio Arts Hall
Hispanic Cultural Center (La Casa)		Sussman Theater
Holiday Inn Express		Tennis Courts
Howard Hall		Throws Venue
Hubbell Dining Hall.		University Book Store
Intramural Fields		Varsity Theater/Retail
Jewett Residence Hall		Wells Fargo Financial F
The Knapp Center	14	Wesley House
тте ктарр Септе	14	wesley Lonze

McCoy Apartments	
Medbury Hall	
Meredith Hall (RaySociety Classroom)	
Morehouse Residence Hall	58
Morgan E. Cline Atrium for	
Pharmacy and Health Science	24
Neal and Bea Smith Legal Clinic	81
Newman Center/St. Catherine of Siena	75
Norman Apartments	54
Old Main	63
Olin Hall	
Olmsted Center	45
Olmsted Center Visitor Parking Lot	57
Opperman Hall and Law Library	39
Oreon E. Scott Chapel	
Painted Street	
Patty and Fred Turner Jazz Center	28
The Point (HR. Drake International)	
Principal Plaza	46
Public Safety	
Quad Creek	18
Duad Creek Café	31
The Robert D. and Billie Ray Center	70
Roger Knapp Tennis Center	4
Ross Residence Hall	52
ROTC	
School of Education	73
Science Connector Building	25
Sheslow Auditorium	64
Shivers Basketball Practice Facility	15
Soccer Field	6
Stalnaker Residence Hall	30
Studio Arts Hall	8
Sussman Theater	
Tennis Courts	
Throws Venue	
University Book Store	
Varsity Theater/Retail	
Wells Farm Financial Reflecting Pool	

DEPARTMENT KEY

Admission, Cole Hall	62
Alumni, Alumni House	77
Anderson Gallery, Harmon Fine Arts Center.	40
Athletic Ticket Office, The Knapp Center	14
Athletics, Bell Center	
Business and Finance, Old Main.	
Information Technology Services, Dial Center for Computer Sc	iences 5
Coleman Studio Theatre, Harmon Fine Arts Center	
College of Arts and Sciences, Hamon Fine Arts Center	
College of Business and Public Administration, Aliber Hall	
College of Pharmacy and Health Sciences.	
Gine/Rtch/Olin halls 2	2/26/2
Computer Help Desk/Information Technology Services,	.,,
Camegie Hall	6
Dean of Students Office, Old Main	6
Development, Kinne Development Center	7
Drake International, The Point	39
Fine Arts Box Office, Harmon Fine Arts Center	40
Head Start, School of Education	
Human Resources. The Point	
Intramural Office, Bell Center	
Law Library, Opperman Hall	
Law School, Cartwright Hall	
Pomerantz Student Union, Olmsted Center	
President's Office, Old Main	
Provost's Office, Old Main	
Public Safety	
Recreational Services, Bell Center	
Residence Life, Olmsted Center	
The Robert D. and Billie Ray Center, Varsity Theater/Retail	
School of Education	
School of Journalism and Mass Communication, Meredith Hi	
Student Accounts, Old Main.	
Student Disability Services, Old Main.	6
Student Employment, The Point	
Student Financial Planning, Camegie Hall	6
Student Life Center, Olmsted Center	
Student Records and Academic Information, Old Main	6
Student Services Center, Carneale Hall	
Underground Fitness, Olmsted Center	
More detailed maps are available at www.droke.edu/visit/directions Drake University's campus is a smoke-free environment.	06/16

Drone Use Conditional Approval Agreement-Appendix B

or Operator Responsibilities	Check All that Apply: I agree to read and follow the Drake University Campus Drone I certify that the drone used for this project is registered with Registration website. For drones used commercially, I certify that the drone operator 107) with a Small Unmanned Aircraft Systems (UAS) rating. I promise that I will check flight restrictions prior to flight using given by this app, including the standing requirement to controperator and the air traffic controller tower (if one is present) I promise to follow all applicable FAA air traffic and general op the Small Unmanned Aircraft Rule(14 CFR Part 107). I promise to follow all Drake University specific rules for the u I agree to take adequate measures to prevent capturing imag procedures listed in this policy should the recording of such in I agree to take adequate measures to prevent the disclosure of Blurring the faces of individual that are recognizable. Obtaining a signed photo/video release for each individual signed releases to Risk Management. (Appendix D) Capturing images or video only of large groups at a distance asily accomplished. Other (Please Explain): I agree to provide a certificate of insurance that meets the inspersonal injury, property damage, or any other liability claim of access to this policy. (Appendix C) I agree to obtain a Release of Liability (Appendix E) from each control over the use of images, video and audio that will be control over the use of images, video and audio that will be control over the use of images, video and audio collected using I agree to address individual concerns that may be raised by a the permitted drone use and images or video captured during requested by individuals captured therein. I agree to notify EHS, Public Safety and/or Facilities Maintenan inaccessible location such as a roof. I will not attempt to retriand/or Facilities Maintenance. I understand and agree that if to retrieve the drone this will be at my expense. I agree to accept full responsibility for any injury or prop	the FAA on the Unmanned Aircraft Systems (UAS) or holds a Remote Pilot Airman Certificate (14 CFR Part of the FAA B4UFLY app, and will follow any guidance act airports within a 5 mile radius to notify the airport of my flight. Derating rules listed in 14 CFR Subchapter F, including sage of drones as listed in this procedures document. The est or video that may be private, and to follow the mages or video occur. The personal information without consent including: That is recognizable and delivering copies of these are and resolution where individual recognition is not requirements listed in this policy. Should accur I agree to allow Drake University unhindered and drone owner, drone operator, and person who has ollected using the drone. I will deliver a copy of these hard copy. The drone to Risk Management for review. The drone to Risk Management for review. The drone to Risk Management for review any person who contacts Risk Management concerning the flight, and to delete or blur images or video as the drone without assistance from Public Safety Facilities Maintenance needs to use special equipment damage caused by the drone. Should such injury or sk Management, Public Safety and/or any Authority
Drake University Risk Managemeni Responsibilities	Check All that Apply: I agree to inform the campus community via OnCampus wher the drone, the purpose of its flight, and how the captured imated I agree to field incoming questions and concerns pertaining to during the flight. Concerns cannot be adequately addressed be permit holder or key department contact for this contracted a I agree to obtain additional comments from Facilities Maintena Communications to consider in determining approval for the floof the Drone application will be provided for review and communications listed.	ages or video will be used. the permitted drone use and images or video capture y Risk Management will be relayed to drone flight activity. ance, Public Safety, EHS and Marketing and light to occur. Additional Agreements: A copy
	CAUTION: READ THIS DOCUMENT	CAREFULLY BEFORE SIGNING!
Printed	Name of Requestor:	Mobile Phone:
Email Ad	ddress:	Other Phone:
Signatuı	re:	_
Name of	f Risk Management Approver:	

Signature of Risk Management Approver: _____ Office Phone: ____

Insurance--Certificate of insurance Requirements-Appendix C

Drake University UAS (Drones) Certificate of Insurance Instructions/Form Requirements

Fill out the request form and email or fax form to your insurance carrier.
Drake University requires a Certificate of Insurance from insuredwith the following limits: INSURED NAME
Minimum coverage limits as pertains to the service are: X General Liability: \$1 million per occurrence and \$2 million aggregate, must not exclude UAS (Drones).
X Workers Compensation: \$100,000 per accident per employees/\$500,000 policy limit (if applicable)
X_Auto: \$1 million combined single limit (<mark>if applicable</mark>)
X Aviation/Drone: \$1 million per occurrence
Description Box Specific Additional Insured Language: "Drake University is named as additional insured on the general liability coverage." Insurance is primary without right of contribution from any other insurance available to Drake University.
CERTIFICATE HOLDER BOX on Certificate should read:
Drake University
2507 University Ave
Des Moines, IA 50311
Fax, email or mail certificate to:
EMAIL: durisk@drake.edu

Drake University Old Main, Room 316A 2507 University Des Moines, IA 50311

FAX: (515) 271-4169

Drake University Small Unmanned Aircraft Systems (UAS) Photo, Video and/or Audio Release-Appendix D

I hereby grant the drone operator permission to photograph, video record, audio record, me and/or my minor child(ren) for the project described below. I additionally grant Drake University and the drone image, video, or audio, intellectual property holder permission to reproduce and use these images and recordings with or without the individual names being disclosed. I understand that the images and recordings may be used in promotional and advertising materials, and in internal and external communications at the sole professional discretion of Drake University and the intellectual property holder which includes distribution through prints, publications, website postings, social media, email, digital storage, and any other storage, use or distribution deemed appropriate, including use in promotional materials and advertising, by Drake University and the intellectual property holder.

I hereby forever release, hold harmless and covenant not to sue Drake University and the intellectual property holder,

from any and all liability stemming from the use of my image or recording, and/or the image or recording of my minor child(ren) in accordance with this agreement. This release is so granted without any compensation payable to the undersigned. Phone #: _____ Name of the drone operator: Name of the intellectual property holder_____ Phone#: Description of the project: CAUTION: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING! Participant Information: Name (Please Print) Signature Date Signed Parent, Adoptive Parent or Legal Guardian of Participant (if participant is under the age of 18): Name (Please Print) Signature Date Signed Adult Witness Information: Name (Please Print) Date Signed Signature

Release of Liability for Party Who Owns or Operates Unmanned Aircraft Systems (UAS) Operated in Drake University Airspace-Appendix E

Instructions:

The following release of liability must be signed by each party who owns, or operates small Unmanned Aircraft Systems (UAS) "Drones" on Drake University property or in Drake University airspace, or who controls the collection, use, publication or distribution of images, video, or audio obtained through the use of these devices. Employees of Drake University who hire drone services, or who operate college owned drones for official college business functions, are not required to sign this release. All other parties who have substantial control over drone operation or the images, video or audio collected thereby must sign this release as a prerequisite to drone operation on the Drake University campus.

Release of Liability:

I understand and agree that the operation of a small Unmanned Aircraft System (UAS) involves certain risks, to myself and others, including but not limited to: 1). Death, coma, paralysis, head injury, cuts, contusions, broken bones, or other bodily or emotional injury or distress. 2). Property damage to the UAS, and to anything whatsoever on which the UAS may land, or with which the UAS may collide, including but not limited to buildings, power lines, vehicles, mobile equipment, animals, and landscaping. 3). Damages, whether real or alleged, caused by invasion of privacy, harassment, personal injury, defamation of character, slander, liable, advertising injury, or copyright infringement. I understand and agree to accept these risks, and any other risk related to the operation of the UAS that is not otherwise specified or anticipated.

In consideration of receiving permission from Drake University to operate a small Unmanned Aircraft System (UAS) in the airspace over Drake University property, I hereby, knowingly and voluntarily, for myself, my heirs, executors, administrators, and assigns, agree to indemnify, release, and hold harmless Drake University, the Drake University Board of Trustees, Drake University administrators, instructors, volunteers, agents, officers, successors and assigns, from any and all liability associated with the operation of this UAS, and the collection or use of images, video or audio obtained by the UAS during its flight, including but not limited to liability for claims, causes of action, or lawsuits, for bodily injury, personal or advertising injury, wrongful act, property damage, breach of contract, or consequential loss resulting in damages, judgments, settlements, or any monetary loss, including attorney's fees. I understand that this release is intended to be as broad and inclusive as permitted by the laws of the state of lowa, and agree that if any portion is held invalid, the remainder of this release will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in Polk County in the state of lowa.

I affirm that I am of legal age (age 18 or over) and that I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of Drake University or any of the parties listed above.

Check all	l that apply:	
	I am the Drone Owner I am the Drone Operator control the use of images, video and audio that will be collected using the	drone.
CAUTIO	ON: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING	
Printed N	Name:	Mobile Phone:
Email Ad	ldress:	Other Phone:
Signatur	e:	Date Signed:

Drake University Small Unmanned Aircraft Systems (UAS) Flight Permit-Appendix F

AA UAS Certificate Holder Name: Location of Flight: Flight Date: Start Time: Start Time: BAM PM End Time: BAM PPM End Tim	Orake University Permit #:			Date Issued:		Expires: _	
Date Issued:							
Location of Flight: Flight Date: Start Time: DAM DPM End Time: Elam DPM End Time: Coation of Flight: Flight Date: Start Time: DAM DPM End							
Location of Flight: Flight Date: Start Time: I AM IPM End Time: Flight Date: Start Time: I AM IPM End Time: I I I I I I I I I I I I I I I I I I I	FAA UAS Certificate Holder Name	:					
Flight Date: Start Time: : ② AM ② PM End Time: : <td>Location of Flight:</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	Location of Flight:						
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						:	②AM ②PM
Authorizing Employee (Name): Job Title:							
	Authorizing Employee (Name):			Job	Title:		
Signature: Date of Authorization:	Signature:						
If anyone has questions or concerns about this permit, please EMAIL: durisk@drake.edu at Drake Universit Telephone: 515-271-3116	If anyone has questions or concerning Telephone: 515-271-3116	erns about this	permit,	please EMAIL:	durisk@drake.	<u>edu</u> at Dra	ke University.