

State of Arizona  
House of Representatives  
Fifty-fourth Legislature  
First Regular Session  
2019

# HOUSE BILL 2423

AN ACT

AMENDING SECTION 12-558, ARIZONA REVISED STATUTES; RELATING TO SPACE  
FLIGHT ACTIVITIES.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 12-558, Arizona Revised Statutes, is amended to  
3 read:

4 12-558. Warning and liability release agreement: space flight  
5 activities; definitions

6 A. A space flight entity may enter into a liability release  
7 agreement with a space flight participant OR CREW to limit the entity's  
8 civil liability for a space flight participant's OR CREW'S injury that  
9 arises out of space flight activities. THE WARNING AND LIABILITY RELEASE  
10 AGREEMENT MUST INCLUDE THE FOLLOWING LANGUAGE:

11 WARNING AND LIABILITY RELEASE AGREEMENT

12 UNDER ARIZONA LAW THERE IS LIMITED CIVIL LIABILITY FOR  
13 INJURY, DEATH OR OTHER LOSS RESULTING FROM ANY INHERENT RISKS  
14 OF SPACE FLIGHT ACTIVITIES. THE INHERENT RISKS OF SPACE FLIGHT  
15 ACTIVITIES INCLUDE THE POTENTIAL FOR SERIOUS BODILY INJURY,  
16 SICKNESS, PERMANENT DISABILITY, PARALYSIS AND LOSS OF LIFE,  
17 EXPOSURE TO EXTREME CONDITIONS AND CIRCUMSTANCES, ACCIDENTS,  
18 CONTACT OR COLLISION WITH OTHER SPACE FLIGHT PARTICIPANTS OR  
19 CREWS, SPACE FLIGHT VEHICLES AND EQUIPMENT AND DANGERS ARISING  
20 FROM ADVERSE WEATHER CONDITIONS AND EQUIPMENT FAILURE.

21 I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS WARNING  
22 AND LIABILITY RELEASE AGREEMENT, I HAVE EXPRESSLY ACCEPTED AND  
23 ASSUMED ALL RISKS AND RESPONSIBILITIES FOR INJURY, DEATH AND  
24 OTHER LOSS THAT MAY RESULT FROM THE INHERENT RISKS ASSOCIATED  
25 WITH PARTICIPATION IN SPACE FLIGHT ACTIVITIES. I FURTHER  
26 UNDERSTAND AND AGREE THAT BY SIGNING THIS WARNING AND LIABILITY  
27 RELEASE AGREEMENT, I HAVE EXPRESSLY WAIVED ALL CLAIMS OF MY  
28 HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNEES FOR  
29 ANY INJURY, DEATH AND OTHER LOSS THAT MAY RESULT FROM MY  
30 PARTICIPATION IN SPACE FLIGHT ACTIVITIES DUE TO THE INHERENT  
31 RISKS ASSOCIATED WITH PARTICIPATION IN SPACE FLIGHT ACTIVITIES.

32 FURTHER WARNING: DO NOT SIGN UNLESS YOU HAVE READ AND  
33 UNDERSTOOD THIS WARNING AND AGREEMENT.

34 B. The WARNING AND liability release agreement is valid and  
35 enforceable IF IT IS:

36 1. IN WRITING.

37 2. IN A DOCUMENT THAT IS SEPARATE AND APART FROM ANY OTHER  
38 AGREEMENT BETWEEN THE SPACE FLIGHT PARTICIPANT OR CREW AND THE SPACE  
39 FLIGHT ENTITY OTHER THAN A WARNING, CONSENT OR ASSUMPTION OF RISK  
40 STATEMENT.

41 3. PRINTED IN CAPITAL LETTERS THAT ARE NOT LESS THAN TEN-POINT BOLD  
42 TYPE.

43 4. SIGNED BY THE SPACE FLIGHT PARTICIPANT OR CREW.

44 5. SIGNED BY A COMPETENT WITNESS.

1           6. PROVIDED TO THE SPACE FLIGHT PARTICIPANT OR CREW AT LEAST  
2 TWENTY-FOUR HOURS BEFORE THE SPACE FLIGHT PARTICIPANT OR CREW PARTICIPATES  
3 IN ANY SPACE FLIGHT ACTIVITY.

4           C. A WARNING AND LIABILITY RELEASE AGREEMENT THAT COMPLIES WITH THE  
5 REQUIREMENTS OF THIS SECTION:

6           1. IS EFFECTIVE AND ENFORCEABLE AGAINST THE HEIRS, EXECUTORS,  
7 ADMINISTRATORS, SUCCESSORS AND ASSIGNEES OF THE SPACE FLIGHT PARTICIPANT  
8 OR CREW WITH RESPECT TO A SPACE FLIGHT ENTITY'S CIVIL LIABILITY OR  
9 CRIMINAL RESPONSIBILITY FOR A SPACE FLIGHT PARTICIPANT'S OR CREW'S INJURY.

10           2. DOES NOT LIMIT LIABILITY FOR A SPACE FLIGHT PARTICIPANT'S OR  
11 CREW'S INJURY THAT IS EITHER:

12           (a) PROXIMATELY CAUSED BY THE SPACE FLIGHT ENTITY'S GROSS  
13 NEGLIGENCE THAT EVIDENCES A WILFUL OR WANTON DISREGARD FOR THE SAFETY OF  
14 THE SPACE FLIGHT PARTICIPANT OR CREW.

15           (b) INTENTIONALLY CAUSED BY THE SPACE FLIGHT ENTITY.

16           3. IS NOT UNCONSCIONABLE OR AGAINST PUBLIC POLICY.

17           ~~C.~~ D. For the purposes of this section:

18           1. "Crew" means an employee of a space flight entity or a space  
19 flight entity contractor, licensee or agent who performs space flight  
20 activities.

21           2. "Launch" means a placement or attempted placement of a launch  
22 vehicle and any spacecraft, payload, crew or space flight participant in A  
23 FLIGHT PATH TARGETED TO EXCEED AN ALTITUDE OF SIXTY THOUSAND FEET, a  
24 suborbital trajectory, earth orbit or outer space, including activities  
25 involved in the preparation of a launch vehicle or spacecraft for launch.

26           3. "Launch vehicle" means a vehicle and its stages or components  
27 that are designed to operate in or place spacecraft, if any, in a  
28 suborbital trajectory, earth orbit or outer space.

29           4. "Reentry" means a return or attempted return to earth of a  
30 launch vehicle, a reentry vehicle and the spacecraft, payload, crew or  
31 space flight participant from a suborbital trajectory, earth orbit or  
32 outer space and includes activities involved in the recovery of a launch  
33 vehicle, reentry vehicle or spacecraft.

34           5. "Spacecraft" means any object and its components that are  
35 designed to be launched for operations in a suborbital trajectory, in  
36 earth orbit or in outer space and includes a satellite, a payload, an  
37 object carrying crew or a space flight participant and any subcomponents  
38 of the launch vehicle or reentry vehicle that are specifically designed or  
39 adapted for that object.

40           6. "Space flight activities" means activities and training in any  
41 phase of preparing for and undertaking space flight, including:

42           (a) The research, development, testing or manufacturing of a launch  
43 vehicle, reentry vehicle or spacecraft.

1 (b) The preparation of a launch vehicle, reentry vehicle, payload,  
2 spacecraft, crew or space flight participant for launch, space flight and  
3 reentry.

4 (c) The conduct of the launch.

5 (d) Conduct occurring between the launch and reentry.

6 (e) The preparation of a launch vehicle, reentry vehicle, payload,  
7 spacecraft, crew or space flight participant for reentry.

8 (f) The conduct of reentry and descent.

9 (g) The conduct of the landing.

10 (h) The conduct of postlanding recovery of a launch vehicle,  
11 reentry vehicle, payload, spacecraft, crew or space flight participant.

12 7. "Space flight entity" means a person that conducts space flight  
13 activities and that has obtained the appropriate federal aviation  
14 administration license or other authorization, including safety approval  
15 and a payload determination, and includes any of the following:

16 (a) A manufacturer or supplier of components, services,  
17 spacecrafts, launch vehicles or reentry vehicles used by the entity and  
18 reviewed by the federal aviation administration as part of issuing the  
19 license or other authorization.

20 (b) An employee, officer, director, owner, stockholder, member,  
21 manager, advisor or partner of the entity, manufacturer or supplier.

22 (c) An owner or lessor of real property where space flight  
23 activities are conducted, including a municipality, county or political  
24 subdivision of this state with a contractual relationship with a space  
25 flight entity.

26 (d) A municipality, county, economic development organization or  
27 other political subdivision in the territory or extraterritorial  
28 jurisdiction in which space flight activities are conducted.

29 8. "Space flight participant" means an individual who is not crew  
30 and who participates in space flight activities.

31 9. "Space flight participant's injury" means an injury sustained by  
32 a space flight participant and includes bodily injury, emotional distress,  
33 death, disability, property damage or any other loss arising from the  
34 individual's participation in space flight activities.

35 Sec. 2. Intent

36 The legislature intends to promote commercial space flight  
37 activities in southern Arizona through the launch of stratospheric,  
38 suborbital and orbital missions and to promote the creation of space  
39 infrastructure in southern Arizona to increase economic development.