

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CERTIFICATE OF WAIVER

ISSUED TO

El Paso Department of Aviation
Responsible Person: Juan Nevarez
Waiver Number: 107W-2024-00584

ADDRESS –

6701 Convair
El Paso, TX 79925

This certificate is issued for the operations specifically described hereinafter. No person shall conduct any operation pursuant to the authority of this certificate except in accordance with the provisions contained in this certificate.

OPERATIONS AUTHORIZED

Small unmanned aircraft system (sUAS) operations over human beings.

LIST OF WAIVED REGULATIONS BY SECTION AND TITLE

14 CFR § 107.39—Operation over human beings

STANDARD PROVISIONS

1. A copy of the application made for this certificate shall be attached to and become a part hereof.
2. This certificate shall be presented for inspection upon the request of any authorized representative of the Administrator of the Federal Aviation Administration, or of any State or municipal official charged with the duty of enforcing local laws or regulations.
3. The holder of this certificate shall be responsible for the strict observance of the terms and provisions contained herein.
4. This certificate is nontransferable.

NOTE—This certificate constitutes a waiver of those Federal rules or regulations specifically referred to above. It does not constitute a waiver of any State law or local ordinance.

SPECIAL PROVISIONS

Special Provisions Nos. 1 to 42, inclusive, are set forth on the attached pages.

This Certificate of Waiver is effective from March 21, 2024, to March 31, 2028, and is subject to cancellation at any time upon notice by the Administrator or an authorized representative.

BY DIRECTION OF THE ADMINISTRATOR

Emerging Technologies Division, AFS-700

SPECIAL PROVISIONS ISSUED TO
El Paso Department of Aviation

General.

The FAA's Flight Standards Service has reviewed your application to ensure compliance with the requirements of 14 CFR § 107.200 and § 107.205. Pursuant to these authorities, the Administrator finds that the proposed small unmanned aircraft (sUA) operation can be conducted safely under the provisions of this Certificate of Waiver (Waiver) as listed below because you have established adequate mitigations for risks involved with operating your sUA in the manner you described. Adherence to the provisions of this Waiver establishes the required level of safety within the national airspace system.

The Administrator may cancel this Waiver at any time. As a general rule, this Waiver may be canceled when it is no longer required, there is an abuse of its provisions, or when unforeseen safety factors develop. Failure to comply with any provision listed below is a violation of the terms of this Waiver and will serve as justification for cancellation.

List of Regulations Waived by Section and Title. The following regulations are waived:

14 CFR § 107.39, Operations over human beings, is waived to allow sUA operations over human beings who are not direct participants, necessary for the safe operation of the small unmanned aircraft.

No part of this waiver will function as an airspace authorization under 14 CFR § 107.41. The FAA's Air Traffic Organization responds directly to requests for such authorizations. The FAA LAANC system cannot be used for waived operations.

Common Special Provisions. The Responsible Person is directly responsible for safety of operations conducted under this Waiver and will ensure the Remote Pilot in Command (remote PIC), manipulator of the controls, and visual observer(s) (VO)¹ comply with all provisions of this Waiver.

1. The Responsible Person listed on the Waiver is responsible to the FAA for the safe conduct of the operations. Prior to conducting operations that are the subject of this Waiver, the Responsible Person:
 - a. Must ensure the remote PIC, manipulators of the controls, and VO(s) are informed of the terms and provisions of this Waiver and strictly observe the terms and provisions herein;
 - b. Must ensure the remote PIC, manipulators of the controls, and VO(s) are informed and familiar with part 107 regulations; and
 - c. Evidence of the above (a and b) must be documented and must be presented for inspection upon request from the Administrator or an authorized representative;
2. This Waiver may not be combined with any other waiver(s), authorizations(s), or exemption(s) without specific authorization from the FAA;
3. The FAA has the authority to cancel or delay any or all flight operations if the safety of persons or property on the ground or in the air are in jeopardy or there is a violation of the terms of this Waiver;

¹ Title 14 CFR § 107.3 defines the term "visual observer." Any VO participating in operations conducted under this Waiver must meet the requirements listed in § 107.33 throughout the duration of flight operations.

4. A copy of this Waiver must be accessible and available to the remote PIC at the ground control station during sUA operations that are the subject of this Waiver;
5. The Responsible Person listed on this Waiver must maintain a current list of pilots by name and remote pilot certificate number used in operations under this Waiver. This list must be presented for inspection upon request from the Administrator or an authorized representative;
6. The Responsible Person listed on this Waiver must maintain a current list of sUA by registration number(s) used in operations under this Waiver. This list must be presented for inspection upon request from the Administrator or an authorized representative;
7. For the purposes of this Waiver, direct participants are the remote PICs, persons manipulating the controls, VOs, and any persons whose involvement is necessary for safety of the sUA operation. All other persons are considered non-participants;

Waiver Specific Special Provisions sUAS operations may be conducted over human beings provided:

OPERATIONAL PROVISIONS

8. All operations under this Waiver must use one or more VO as described in the Waiver application;
9. The remote PIC must ensure sufficient VO(s) are used to identify any non-participating aircraft prior to their entry into the planned operational area. For the purpose of this Waiver, sufficient VO(s) is defined as the minimum number of VO(s) required to continuously observe at least a 2 statute mile radius of airspace surrounding the sUA in flight. The remote PIC must confirm VO(s) are physically located such that the remote PIC receives sufficient notice to ensure the UA remains well clear of all other aircraft;
10. All individuals directly participating in the operation of the sUAS must be easily identifiable visually (e.g., apparel, safety vests);
11. Launch or recovery areas must be pre-designated and monitored to keep any human being who is not directly participating in the operation out of the areas prior to, during, and immediately following flight operations;
12. Geofencing must be used to confine the Operational Volume;
13. The sUA must be equipped with high visibility markings and/or lighting to increase the conspicuity of the sUA to 1 statute mile for daytime operations and 3 statute miles for civil twilight and night operations;
14. The sUA may not be operated;
 - a. lower than 75 feet AGL over any non-participant;
 - b. above 400 feet AGL;
 - c. over moving vehicles;
 - d. when the wind exceeds 7 m/s (13.6 knots) or gusting 12 m/s (23.3 knots);
 - e. at a speed greater than 10m/s over open air assemblies of non-participants;
 - f. in 'Sport' flight mode;

15. The responsible person and remote PIC must have verified the ParaZero SafeAir Mavic parachute system has no known safety defects that would alter the efficacy or safety of the parachute system while operating the sUA over human beings;
16. The Remote PIC must verify the parachute system serial number installed on the sUA to be operated over persons, is listed in the SafeAir Mavic Product Safety & Compliance Document. This document must be in the remote PIC's physical possession or readily accessible on an electronic device in the remote PIC's physical possession during sUAS operations that are the subject of this Waiver. This document must be presented for inspection upon request by any law enforcement official, Administrator, or an authorized representative. If the sUAS make/model and parachute make/model are the same as described in the waiver application, a new or amended Waiver application is not required for each additional serial numbered parachute meeting the ASTM 3322-18 standard added to the SafeAir Mavic Product Safety & Compliance Document;
17. During sUA operations over non-participants, the ParaZero SafeAir Mavic parachute system must be operational and comply with the ASTM 3322-18 standard as described in the waiver application;
18. sUAS operations over open air assemblies of persons is prohibited, unless, prior to sUAS operations pursuant to this Waiver, the responsible person coordinates the sUAS operations with the event's security planner. For this Waiver, coordinates means contacting the event's security planner and:
 - a. Providing a copy of this Waiver,
 - b. Providing a schedule of planned sUAS operation(s) times,
 - c. Providing the location the remote PIC will be operating the sUAS from,
 - d. Providing the remote PIC's phone number where they can be contacted during sUAS operations, and
 - e. Received written confirmation from the event security planner the above information has been provided to him/her.

If the event does not have a security planner or security present, the above does not have to be completed prior to operations over open air assemblies of persons;

19. The Responsible Person must ensure all operations conducted under this Waiver follow the procedures outlined in the current operations manual. If a discrepancy exists between the provisions in this Waiver and the procedures outlined in the operations manual, the provisions of this Waiver take precedence and must be followed;
20. The Responsible Person may update or revise the operations manual. The Responsible Person must track such revisions and present revised documents to the Administrator or an authorized representative upon request. The Responsible Person must also present revised documents when applying for extension of or amendment to this Waiver. If any revision to the manual would be contrary to the information provided in the waiver application or obviate a condition or limitation of this waiver, then the Responsible Person must apply for an amendment to this Waiver;
21. The Responsible Person must ensure a copy of the current operations manual is available to the remote PIC and all other direct participants prior to and during sUAS operations that are the subject of this Waiver;

22. The Responsible Person must ensure each remote PIC who will conduct operations under this Waiver is trained in a manner that addresses the items listed in § 107.49(a)-(e) and in a manner that is consistent with how the sUAS will be operated under this Waiver. All training and demonstration for all remote PICs and VOs must be documented and made available upon request by the Administrator or an authorized representative. Training operations may only be conducted under the standard requirements of part 107 (without waiver). The training must include:
- a. sUA limitations,
 - b. sUA programming,
 - c. sUA operational procedures,
 - d. Abnormal procedures,
 - e. Air traffic avoidance procedures,
 - f. Crew Resource Management,
 - g. sUA flight training, and
 - h. Demonstration of sUA ground and flight skills;

TECHNICAL PROVISIONS

23. Any modification to the sUAS or ParaZero SafeAir Mavic parachute is prohibited. Repair and replacement of damaged sUA components is allowed with a replacement part that is exactly the same as the original. No substitutions are allowed unless a new waiver application is submitted;
24. If deployed for any reason, prior to a flight conducted under the terms and conditions of this Waiver, the ParaZero SafeAir Mavic parachute must be repacked by the manufacturer or a designated representative;
25. If communication between the VO and the remote PIC will occur by electronic device:
- a. The device must be continuous full-duplex,
 - b. The remote PIC must be able to use the device hands-free, and
 - c. There must be a reliable back-up communication method;
26. Communication between the remote PIC and VO must occur to facilitate, when necessary, the remote PIC taking action to maneuver the sUA with sufficient time to:
- a. Give way to all other aircraft in accordance with § 107.37,
 - b. React to any unforeseen operational or mechanical failure without creating a hazard to other people, other aircraft, or property in the event of a loss of control of the sUA, and
 - c. Maintain compliance with this Waiver and un-waived provisions of part 107;
27. If the remote PIC loses command or control link with the sUA, the sUA must follow a predetermined route to immediately reestablish command and control link. If command and control link is not immediately reestablished and the remote PIC no longer has the ability to direct the sUAS to ensure compliance with applicable provisions of part 107, the sUA must follow the loss of command and control procedure as described in the waiver application;
28. For sUAS operations where GPS signal is necessary to safely operate the sUA, the remote PIC must immediately recover/land the sUA upon loss or degraded of GPS location information;

29. Operations subject to this waiver must cease as soon as possible in a manner that does not jeopardize the safety of human beings, property or other aircraft, if, at any time:
 - a. Safety of human beings or property on the ground or in the air is in jeopardy,
 - b. Any failure to comply with the provisions of this Waiver exists,
 - c. Full-duplex communications cannot be maintained between the remote PIC and any VO participating in the operation,
 - d. A non-participating aircraft enters the designated flight operating area,
 - e. GPS signal is lost, or
 - f. GPS location information is degraded;
30. For each sUAS flight conducted under this Waiver that includes any equipment degradation, malfunction, or failure, the Responsible Person must make a record of the degradation, malfunction, or failure by recording the date, time, and a description of the degradation, malfunction or failure. sUAS equipment degradations, malfunctions, or failures include, but are not limited to, the following:
 - a. Onboard flight control system,
 - b. Any portion of the navigation system to include GPS functionality,
 - c. Power plant malfunction or failure,
 - d. Battery malfunction or failure,
 - e. Electrical power system malfunction,
 - f. Control station malfunction or failure, and
 - g. Loss of control link within the sUAS;
31. Operations conducted under this Waiver may only occur with the make and model sUAS described in the waiver application. Proposed operations of any other manufacturer, make or model of sUAS will require a new waiver application or a request to amend this Waiver;
32. All sUAS operations conducted in accordance with this Waiver must comply with all manufacturer recommendations and limitations for the sUAS;
33. Any modification to the sUAS design is prohibited; repair and replacement of damaged components is allowed with a replacement part that is exactly the same as the original; no substitutions are allowed unless the Responsible Person submits a new waiver request describing the substitution or modification;
34. The Responsible Person must maintain each sUAS and its components in accordance with manufacturer's instructions and recommendations. sUAS maintenance includes scheduled and unscheduled overhaul, repair, inspection, modification, replacement, and system software upgrades of the sUAS and its components necessary for flight. A log of all maintenance performed must be kept for each aircraft operated under this waiver. This log must be available to the remote PIC for review prior to conducting operations that are the subject of this waiver. Each sUAS maintenance log must be presented to the Administrator when requested. The log must contain the following information for each maintenance activity:
 - a. A description (or reference data acceptable to the Administrator) of work performed,
 - b. The date of completion of the work performed,
 - c. The name of the person who performed the work, and
 - d. The signature of the person who performed the work;

35. Any sUAS that has undergone maintenance must undergo a functional test flight prior to conducting operations under this Waiver. A log entry must be made for each functional test flight. The log entry must contain at minimum the:
 - a. Calendar date,
 - b. sUA registration number,
 - c. Remote PIC who performed the functional test flight,
 - d. Duration of the flight, and
 - e. The result of the functional flight test;
36. A functional test flight may only be conducted under the standard requirements of part 107 (without waiver);
37. The sUAS ground control station must display in real-time the sUA altitude, position, direction of flight, and sUA flight mode, and be configured to audibly or visually alert the remote PIC of degraded system performance and loss of Control link with the sUA. This information must be available at all times to the remote PIC;
38. Within 72 hours of any parachute deployment or a sUA failure where the parachute did not deploy as designed, an email must be sent to 9-afs-750-Parts107Reports@faa.gov. The email must include at least:
 - a. Date, time, and location of parachute deployment or failure to deploy,
 - b. A description of events leading up to the parachute deployment or failure to deploy,
 - c. The serial number of the parachute system,
 - d. Name of the remote PIC,
 - e. If the sUA impacted a person, and
 - f. Any injuries caused to a person;
39. If deployed for any reason, prior to a flight conducted under the terms and conditions of this Waiver, the parachute system must be repacked by the manufacturer or a designated representative;
40. ADS-B out (1090/978 MHz) may not be transmitted from the sUAS when operating pursuant to this Waiver. ADS-B in is required during all operations pursuant to this Waiver;
41. All emitters used in sUAS must be in compliance with all applicable FCC regulations and all provisions of the FCC authorization granted for the emitter. A FCC experimental authorization may not be used for sUAS operations under this Waiver; and

ENVIRONMENTAL PROVISIONS

42. Operations conducted under this waiver are limited to the locations meeting the performance requirements as described in the Waiver Application.