



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PATRIOTS POINT DEVELOPMENT AUTHORITY  
AND  
THE CHARLESTON AMATEUR RADIO SOCIETY**

This Memorandum of Understanding (MOU) establishes a voluntary partnership between the Charleston Amateur Radio Society (“CARS”) and Patriots Point Development Authority (“Patriots Point”). The agreement outlines the goals, responsibilities, and terms of collaboration for an initial period beginning December 1, 2025, and continuing through November 30, 2026.

### **1. Purpose**

This Memorandum of Understanding (MOU) establishes a formal relationship between PPDA and CARS. It defines:

- The scope of CARS’ activities aboard USS Yorktown (CV-10),
- Standards for access, safety, and conduct,
- The use and care of PPDA facilities and equipment,
- Mutual responsibilities in support of PPDA’s mission to educate and preserve naval history and to enhance community resiliency through communications.

CARS supports PPDA by interpreting historic Navy communications, engaging the public (e.g., Museum Ships Weekend), and providing licensed amateur operators and independent communications capacity that may assist during PPDA special events or local emergencies.

### **2. Access to Patriots Point and USS Yorktown**

- Advance Request: CARS members must request access at least 48 hours in advance by email to the Director of Operations (or designee). The request must list all members seeking access.
- Check-in: Upon arrival, the PPDA gate guard will allow only those on the list to proceed.
- Sign-in/Sign-out: Each CARS member must sign in and out with PPDA Public Safety (PS) aboard the Yorktown. A log will be maintained in the PS office.

### **3. Key Control and Onboard Procedures**

- The PS office will maintain the key to the 02-level radio office.



- No CARS member will hold a personal key. To sign out the key, a member must leave their car keys with PS.
- Members must return the key and sign out prior to departing.
- A cell phone contact number for someone on site must be provided to PS. If unavailable, PS will issue a PPDA handheld radio; it must be returned before leaving.
- Ladder Safety: PS staff may confirm any member's ability to safely traverse ship ladders.
- Age Requirements: Members must be at least 16. Those under 18 must be accompanied by a parent/guardian who is a CARS member.
- Overnight Stays: Prohibited unless specifically authorized by the Executive Director for emergency purposes. All overnight participants must sign a PPDA Hold Harmless form; minors require parent/guardian signature.
- CARS members must disembark the USS Yorktown no later than 7:00 p.m. Exceptions may be considered for special events; however, any request to remain aboard past 7:00 p.m. must be submitted in advance to, and approved by, the Director of Operations.

#### **4. Safety and Compliance**

- All work or modifications to ship systems (e.g., antennas, cabling) must be approved in advance by PPDA Maintenance. No climbing/rigging or hazardous work is permitted.
- Members must comply with all PPDA safety policies, fire codes, and FCC RF exposure regulations.
- Cooking onboard and storage of flammables (paint, fuels, etc.) are strictly prohibited.
- PPDA Safety Team will conduct annual inspection of smoke detectors, fire extinguishers, and other life-safety gear in the radio office.

#### **5. Facility Use and Housekeeping**

- The 02-level radio office is provided as a shared workspace.
  - Unless otherwise agreed, the space is not permanently leased; CARS must remove personal tools/supplies after each use so the room remains available for PPDA or other groups.



- If CARS desires exclusive permanent occupancy, a separate lease agreement with rental terms and insurance requirements will be executed.
- The space must be kept clean and sanitary; no food storage; no burden on PPDA custodial staff.

## 6. Equipment Inventory and Technical Standards

- The CARS President shall maintain and annually submit to PPDA Ops a detailed inventory of all CARS equipment aboard (operable and inoperable), with updates as changes occur.
- Permanent or semi-permanent installations (antennas, cabling) require prior written PPDA approval; routes and penetrations must be documented.
- Equipment must not interfere with PPDA systems (public safety, alarms, Wi-Fi, etc.).

## 7. Public Interaction and Branding

- CARS members must conduct themselves professionally and courteously with visitors and PPDA staff.
- Any interpretive programming must be historically accurate and coordinated with PPDA Education staff if for public display.
- Use of PPDA logos or branding in CARS materials/events requires prior written PPDA approval.

## 8. Emergency and Special Event Support

- CARS will make reasonable efforts to support PPDA during emergency situations or special events by providing licensed operators and independent communication resources (e.g., SKYWARN, ARES).
- Activation, reporting lines, and staging locations will be coordinated in advance with PPDA.

## 9. Insurance, Liability, and Indemnification

- CARS members are volunteers, not PPDA employees.
- CARS will hold PPDA harmless from claims arising from its members' activities, except to the extent caused by PPDA's negligence.
- If a permanent lease is executed, CARS will provide proof of insurance naming PPDA as additional insured.



- All CARS members and guests must sign PPDA's Participant Release, Waiver, Indemnification, and Acknowledgment Agreement prior to participating in any activities aboard the USS Yorktown. Completed waivers must be submitted to the PPDA Operations Department before access is granted.

#### 10. Term, Reporting, and Review

- This MOU is effective upon signature and remains in force for one year, renewing annually unless terminated by either party with 30-days' written notice.
- Each year, CARS will provide PPDA with a brief report of operating days, volunteer hours, and events supported.
- Parties will review this MOU annually to make any needed adjustments.

#### 11. Consideration / Fees

- Under this MOU, space use is on a no-fee basis in exchange for CARS' volunteer interpretation and emergency-support contributions.
- If CARS desires exclusive leased office space or expanded storage, PPDA may charge a market-rate rental fee or establish an in-kind volunteer credit arrangement based on the SC valuation of volunteer time. Terms will be addressed in a separate lease or addendum.

#### Signatures

Allison Hunt, Executive Director  
Patriots Point Development Authority

Date: \_\_\_\_\_

Richard Valentine, President  
Charleston Amateur Radio Society

Date: \_\_\_\_\_

**PATRIOTS POINT DEVELOPMENT AUTHORITY  
PARTICIPANT RELEASE, WAIVER, INDEMNIFICATION and ACKNOWLEDGMENT AGREEMENT**

I, the undersigned, hereby AGREE TO RELEASE, DISCHARGE, AND HOLD HARMLESS Patriots Point Development Authority ("PPDA") and its officers, Board members, members, managers, representatives, agents, guests, and employees, on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

1. **INITIALS:** \_\_\_\_\_. I understand and acknowledge (a) that I am a paying or non-paying, invited guest of PPDA, (b) that I have asked PPDA to allow me to participate in activities of the Charleston Amateur Radio Society ("CARS") aboard the Ex USS Yorktown (a decommissioned U.S. World War II Aircraft Carrier moored at PPDA's pier in Mt. Pleasant, SC), and (c) that such activities, and any other recreational or non-recreational activities in which I voluntarily engage aboard PPDA property, bear certain risks which could result in injury, death, illness, or disease (physical or mental), or damage to myself, my property, spectators, or other third parties.
2. **INITIALS:** \_\_\_\_\_. Being aware that these activities entail known and unknown risks of injury to myself and a risk of injury to spectators or other parties as a result of my actions, I EXPRESSLY AGREE, COVENANT, AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITY AND RISKS for injury, death, illness, or disease, or damage to myself, to others, or to property arising from my participation. I acknowledge that my participation is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. I also understand that PPDA makes no express or implied representation as to the condition of the Yorktown or any improvements to the vessel on which the activities will take place. I further understand that I may be exposed to dangerous conditions, risks, and hazards on PPDA property, including, but not limited to, general conditions of the Yorktown which may create hazardous conditions. I EXPRESSLY ACKNOWLEDGE THE EXISTENCE OF ALL SUCH RISKS, HAZARDS, AND DANGERS TO WHICH I MAY BE EXPOSED ON PPDA PROPERTY AND WAIVE ANY CLAIMS I HAVE OR MAY HAVE AGAINST PPDA, its officers, Board members, members, managers, representatives, agents, guests, and employees.
3. **INITIALS:** \_\_\_\_\_. Further, in exchange for the right to enter PPDA property and engage in the activities described above, I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify (and covenant and agree not to sue) PPDA, its officers, directors, members, managers, representatives, agents, guests, and employees, on behalf of myself, my heirs, assigns, personal representatives, and estate, from any and all liability, claims, demands, or actions which are related to, arise out of, or in any way connect with my participation in these activities, including specifically, but not limited to, the negligent acts or omissions of PPDA, its agents, employees, and all other persons or entities. IN SIGNING THIS DOCUMENT, I EXPRESSLY ACKNOWLEDGE THAT I AM RELEASING PPDA AND ITS OFFICERS, BOARD MEMBERS, MANAGERS, AGENTS, REPRESENTATIVES, GUESTS, AND EMPLOYEES FROM LIABILITY FOR DAMAGES CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER CONDUCT OF PPDA AND/OR ITS OFFICERS, BOARD MEMBERS, AGENTS, REPRESENTATIVES, GUESTS, AND/OR EMPLOYEES, and I am expressly waiving any and all such claims I may have now or in the future.
4. **INITIALS:** \_\_\_\_\_. I understand that by indemnifying PPDA, should it become necessary for PPDA, or someone on PPDA's behalf, to incur attorneys' fees and costs to enforce this agreement, or any portion thereof, I agree to pay PPDA reasonable costs and attorneys' fees arising therefrom.

5. **INITIALS:** \_\_\_\_\_. The release, discharge, and indemnification voluntarily given by me herein shall extend to, and for the benefit of, any corporation, partnership, or other entity affiliated with PPDA, its operations, or the property in any capacity.
6. **INITIALS:** \_\_\_\_\_. I certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may incur while participating in these activities and to cover bodily injury or property damage caused to a third party as a result of my participation. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liability.
7. **INITIALS:** \_\_\_\_\_. If any provision of this Participant Release and Indemnification Agreement is or may be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way. This Agreement is governed by the laws of the State of South Carolina.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ALL OF ITS TERMS.

Date: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Print Name: \_\_\_\_\_

If under 18, Signature  
of Parent or guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_