

The Senate Committee on Science and Technology offered the following substitute to HB 1:

ADOPTED SENATE

**A BILL TO BE ENTITLED
AN ACT**

To amend Title 51 of the Official Code of Georgia Annotated, relating to torts, so as to provide for the facilitation of space flight activities in this state; to provide for definitions; to provide for exceptions; to limit the liability of space flight entities related to injuries sustained by participants who have agreed in writing to such a limitation after being provided with certain warnings; to provide for related matters; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Title 51 of the Official Code of Georgia Annotated, relating to torts, is amended by adding a new article to Chapter 3, relating to liability of landowners and occupiers of land, to read as follows:

"ARTICLE 4

51-3-41.

(a) As used in this article, the term:

(1) 'Crew member' means any employee of a space flight entity or any contractor or subcontractor of a space flight entity who performs activities directly relating to the launch, reentry, or other operation of or in a spacecraft, launch vehicle, or reentry vehicle.

(2) 'Launch' means a placement or attempted placement of a launch vehicle, reentry vehicle, or spacecraft in a suborbital trajectory, in Earth orbit, or in outer space, including activities involved in the preparation of a launch vehicle, reentry vehicle, or spacecraft for such placement or attempted placement.

(3) 'Launch vehicle' means any contrivance and its stages or components designed to operate or place a spacecraft in a suborbital trajectory, in Earth orbit, or in outer space.

- 24 (4) 'Local government' means a county, municipal corporation, or consolidated
25 government of the State of Georgia.
- 26 (5) 'Local governmental unit' means a local government and any office, agency,
27 department, commission, board, body, division, instrumentality, or institution thereof.
- 28 (6) 'Person' means an individual, proprietorship, corporation, firm, partnership,
29 association, or other such entity.
- 30 (7) 'Reentry' means a return or attempt to return of a launch vehicle, reentry vehicle, or
31 spacecraft from a suborbital trajectory, from Earth orbit, or from outer space to Earth,
32 including activities involved in the recovery of a launch vehicle, reentry vehicle, or
33 spacecraft.
- 34 (8) 'Reentry vehicle' means any contrivance and its stages or components designed to
35 return from Earth orbit or outer space to Earth substantially intact. The term 'reentry
36 vehicle' shall include a reusable launch vehicle.
- 37 (9) 'Reusable launch vehicle' means a launch vehicle that is designed to return to Earth
38 substantially intact for use in more than one launch or that contains vehicle stages that
39 may be recovered for future use in the operation of a substantially similar launch vehicle.
- 40 (10) 'Spacecraft' means any object and its components designed to be launched for
41 operations in a suborbital trajectory, in Earth orbit, or in outer space, including, but not
42 limited to, a satellite, a payload, an object carrying a crew member or space flight
43 participant, and any subcomponents of the launch vehicle or reentry vehicle specifically
44 designed or adapted for such object.
- 45 (11) 'Space flight activities' means activities and training in any phase of preparing for
46 or undertaking space flight, including, but not limited to, the:
- 47 (A) Preparation of a launch vehicle, reentry vehicle, payload, spacecraft, crew member,
48 or space flight participant for launch, space flight, or reentry;
- 49 (B) Conduct of the launch;
- 50 (C) Conduct occurring between the launch and reentry;
- 51 (D) Conduct of reentry and descent;
- 52 (E) Conduct of the landing;
- 53 (F) Conduct of post landing recovery of a launch vehicle, reentry vehicle, payload,
54 spacecraft, crew member, or space flight participant; and
- 55 (G) Conduct of embarking or disembarking of a launch vehicle, reentry vehicle,
56 payload, spacecraft, crew member, or space flight participant.
- 57 (12) 'Space flight entity' means:
- 58 (A) A person which conducts space flight activities and which, to the extent required
59 by federal law, has obtained the appropriate Federal Aviation Administration license

60 or other authorization, including any safety approval and a payload determination that
 61 may be required under federal law or the laws of the State of Georgia;

62 (B) A manufacturer or supplier of components, services, spacecrafts, launch vehicles,
 63 or reentry vehicles used in space flight activities;

64 (C) An employee, officer, director, owner, stockholder, member, manager, advisor, or
 65 partner of the entity, manufacturer, or supplier;

66 (D) An owner or lessor of real property on which space flight activities are conducted;

67 (E) A state agency or local governmental unit with a contractual relationship with any
 68 person described in subparagraphs (A) through (D) of this paragraph; or

69 (F) A state agency or local governmental unit having jurisdiction in the territory in
 70 which space flight activities are conducted.

71 (13) 'Space flight participant' means an individual who:

72 (A) Is not a crew member; and

73 (B)(i) Is carried aboard a spacecraft, launch vehicle, or reentry vehicle; or

74 (ii) Has indicated a desire to be carried aboard a spacecraft, launch vehicle, or reentry
 75 vehicle as demonstrated by paying any deposit or fee required, if any, to be carried
 76 aboard a spacecraft, launch vehicle, or reentry vehicle or by participating in any
 77 training program or orientation session that may be required by a space flight entity.

78 (14) 'Space flight participant injury' means harm or damage sustained by a space flight
 79 participant, including bodily harm, emotional distress, death, disability, or any other loss.

80 (15) 'State agency' means any department, commission, or other institution of the
 81 executive branch of the government of the State of Georgia.

82 (16) 'This state' means the State of Georgia, all land and water over which it has either
 83 exclusive or concurrent jurisdiction, and the airspace above such land and water.

84 51-3-42.

85 (a) Except as provided in subsection (b) of this Code section, a space flight entity shall not
 86 be civilly liable to or criminally responsible for any person for a space flight participant
 87 injury arising out of inherent risks associated with any space flight activities occurring in
 88 or originating from this state if the space flight participant has:

89 (1) Signed the warning and agreement required by Code Section 51-3-43; and

90 (2) Given written informed consent as may be required by 51 U.S.C. Section 50905 or
 91 other federal law.

92 (b) Nothing in this Code section shall:

93 (1) Limit liability for a space flight participant injury:

94 (A) Proximately caused by the space flight entity's gross negligence for the safety of
 95 the space flight participant; or

96 (B) Intentionally caused by the space flight entity:

97 (2) Limit the liability of any space flight entity against any person other than a space
 98 flight participant who meets the requirements of paragraphs (1) and (2) of subsection (a)
 99 of this Code section;

100 (3) Limit liability for the breach of a contract for use of real property by a space flight
 101 entity; or

102 (4) Preclude an action by the federal government, the State of Georgia, or any state
 103 agency to enforce a valid statute or rule or regulation.

104 (c) The limitations on legal liability afforded to a space flight entity by the provisions of
 105 this article shall be in addition to any other limitations of legal liability provided by federal
 106 law or the laws of this state.

107 51-3-43.

108 (a) A space flight participant shall sign a warning and agreement before participating in
 109 any space flight activity. Such warning and agreement shall be in writing and include the
 110 following language:

111 WARNING AND AGREEMENT

112 UNDER GEORGIA LAW THERE IS NO LIABILITY FOR INJURY, DEATH, OR
 113 OTHER LOSS RESULTING FROM ANY INHERENT RISKS OF SPACE FLIGHT
 114 ACTIVITIES. SUCH INHERENT RISKS OF SPACE FLIGHT ACTIVITIES
 115 INCLUDE, WITHOUT LIMITATION, THE POTENTIAL FOR SERIOUS BODILY
 116 INJURY, SICKNESS, PERMANENT DISABILITY, PARALYSIS, AND LOSS OF
 117 LIFE; EXPOSURE TO EXTREME CONDITIONS AND CIRCUMSTANCES;
 118 ACCIDENTS, CONTACT, OR COLLISION WITH OTHER SPACE FLIGHT
 119 PARTICIPANTS, SPACE FLIGHT VEHICLES, AND EQUIPMENT; AND DANGERS
 120 ARISING FROM ADVERSE WEATHER CONDITIONS AND EQUIPMENT
 121 FAILURE.

122 I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS WARNING
 123 AND AGREEMENT, I HAVE EXPRESSLY ACCEPTED AND ASSUMED ALL
 124 RISKS AND RESPONSIBILITIES FOR INJURY, DEATH, AND OTHER LOSS THAT
 125 MAY RESULT FROM THE INHERENT RISKS ASSOCIATED WITH
 126 PARTICIPATION IN ANY SPACE FLIGHT ACTIVITIES. I FURTHER
 127 UNDERSTAND AND AGREE THAT BY SIGNING THIS WARNING AND
 128 AGREEMENT, I HAVE EXPRESSLY WAIVED ALL CLAIMS OF MY HEIRS,
 129 EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNEES FOR ANY

130 INJURY, DEATH, AND OTHER LOSS THAT MAY RESULT FROM MY
 131 PARTICIPATION IN ANY SPACE FLIGHT ACTIVITIES DUE TO THE INHERENT
 132 RISKS ASSOCIATED WITH PARTICIPATION IN SPACE FLIGHT ACTIVITIES.

133 FURTHER WARNING: DO NOT SIGN UNLESS YOU HAVE READ AND
 134 UNDERSTOOD THIS WARNING AND AGREEMENT.'

135 (b) The warning and agreement under subsection (a) of this Code section shall be
 136 considered effective and enforceable if it is:

137 (1) In writing;

138 (2) In a document separate from any other agreement between the space flight participant
 139 and the space flight entity other than a warning, consent, or assumption of risk statement
 140 required under federal law or under applicable laws of another state;

141 (3) Printed in capital letters in not less than 10-point bold type;

142 (4) Signed by the space flight participant;

143 (5) Signed by a competent witness; and

144 (6) Provided to the space flight participant at least 24 hours prior to such space flight
 145 participant's participation in any space flight activity.

146 (c) A warning and agreement that is in writing and signed by a space flight participant that
 147 is in compliance with the requirements of this Code section shall be considered effective
 148 and enforceable as to the heirs, executors, administrators, successors, and assignees of the
 149 space flight participant with respect to a space flight entity's civil liability or criminal
 150 responsibility for a space flight participant injury to such space flight participant.

151 (d) A warning and agreement executed pursuant to this Code section shall not limit
 152 liability for a space flight participant injury:

153 (1) Proximately caused by the space flight entity's gross negligence evidencing willful
 154 or wanton disregard for the safety of the space flight participant; or

155 (2) Intentionally caused by a space flight entity.

156 (e) A warning and agreement executed in compliance with this Code section shall not be
 157 deemed unconscionable or against public policy.

158 51-3-44.

159 Any litigation, action, suit, or other arbitral, administrative, or judicial proceeding at law
 160 or equity against a space flight entity pertaining to space flight activities shall be governed
 161 by the laws of the State of Georgia."

162 **SECTION 2.**

163 All laws and parts of laws in conflict with this Act are repealed.