CIVIL PRACTICE AND REMEDIES CODE

TITLE 4. LIABILITY IN TORT

CHAPTER 100A. LIMITED LIABILITY FOR SPACE FLIGHT ACTIVITIES

Sec. 100A.001. DEFINITIONS. In this chapter:

(1) "Launch" means a placement or attempted placement of a launch vehicle and spacecraft, if any, in a suborbital trajectory, earth orbit, or outer space, including activities involved in the preparation of a launch vehicle or spacecraft for launch.

(1-a) "Launch vehicle" means any vehicle and its stages or components designed to operate in or place spacecraft, if any, in a suborbital trajectory, in earth orbit, or in outer space.

(2) "Reentry" means a return or attempt to return of a launch vehicle, reentry vehicle, or spacecraft from a suborbital trajectory, from earth orbit, or from outer space to earth, including activities involved in the recovery of a launch vehicle, reentry vehicle, or spacecraft.

(2-a) "Reentry vehicle" means any vehicle, including its stages or components, or spacecraft designed to return from earth orbit or outer space to earth, or a reusable launch vehicle designed to return from earth orbit or outer space to earth, substantially intact.

(2-b) "Spacecraft" has the meaning assigned by Section 507.001, Local Government Code.

(3) "Space flight activities" means activities and training in any phase of preparing for and undertaking space flight, including:

(A) the research, development, testing, or manufacture of a launch vehicle, reentry vehicle, or spacecraft;

(B) the preparation of a launch vehicle, reentry vehicle, payload, spacecraft, crew, or space flight participant for launch, space flight, and reentry;

(C) the conduct of the launch;

(D) conduct occurring between the launch and reentry;

(E) the preparation of a launch vehicle, reentry

vehicle, payload, spacecraft, crew, or space flight participant for reentry;

(F) the conduct of reentry and descent;

(G) the conduct of the landing; and

(H) the conduct of postlanding recovery of a launch vehicle, reentry vehicle, payload, spacecraft, crew, or space flight participant.

(4) "Space flight entity" means a person who conducts space flight activities and who, to the extent required by federal law, has obtained the appropriate Federal Aviation Administration license or other authorization, including safety approval and a payload determination. The term includes:

(A) a manufacturer or supplier of components, services, spacecraft, launch vehicles, or reentry vehicles used by the entity and reviewed by the Federal Aviation Administration as part of issuing the license or other authorization;

(B) an employee, officer, director, owner, stockholder, member, manager, advisor, or partner of the entity, manufacturer, or supplier;

(C) an owner or lessor of real property on which space flight activities are conducted, including a municipality, county, political subdivision, or spaceport development corporation under Section 507.001, Local Government Code, in this state with a contractual relationship with a space flight entity; and

(D) a municipality, county, economic development organization, or other political subdivision in the territory or extraterritorial jurisdiction of which space flight activities are conducted.

(5) "Space flight participant" means an individual, who is not crew, carried aboard a spacecraft, launch vehicle, or reentry vehicle.

(6) "Space flight participant injury" means an injury sustained by a space flight participant, including bodily injury, emotional distress, death, disability, property damage, or any other loss arising from the individual's participation in space flight activities.

(7) "Crew" means a human being who performs activities relating to the launch, reentry, or other operation of or in a spacecraft, launch vehicle, or reentry vehicle.

Added by Acts 2011, 82nd Leg., R.S., Ch. 3 (S.B. 115), Sec. 1, eff. April 21, 2011.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 953 (H.B. 1791), Sec. 1, eff. September 1, 2013.

Sec. 100A.002. LIMITED LIABILITY. (a) Except as provided by this section, a space flight entity is not liable to any person for damages resulting from nuisance arising from testing, launching, reentering, or landing or subject to any claim for nuisance arising from testing, launching, reentering, or landing.

(b) Except as provided by this section, a space flight entity is not liable to any person for a space flight participant injury or damages arising out of space flight activities if the space flight participant has signed the agreement required by Section 100A.003 and given written consent as required by 51 U.S.C. Section 50905. This subsection does not limit liability for a space flight participant injury:

(1) proximately caused by the space flight entity's gross negligence evidencing wilful or wanton disregard for the safety of the space flight participant; or

(2) intentionally caused by the space flight entity.

(c) This section precludes injunctive relief with respect to space flight activities.

(d) This section does not:

(1) limit liability for breach of a contract for use of real property by a space flight entity; or

(2) preclude an action by a federal or state governmental entity to enforce a valid statute or regulation.

Added by Acts 2011, 82nd Leg., R.S., Ch. 3 (S.B. 115), Sec. 1, eff. April 21, 2011.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 953 (H.B. 1791), Sec. 2, eff. September 1, 2013.

Sec. 100A.003. WARNING REQUIRED. (a) A space flight participant must sign an agreement and warning statement before participating in any space flight activity. The agreement must include the following language and any other language required by federal law:

AGREEMENT AND WARNING

I UNDERSTAND AND ACKNOWLEDGE THAT A SPACE FLIGHT ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF A SPACE FLIGHT PARTICIPANT RESULTING FROM SPACE FLIGHT ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM SPACE FLIGHT ACTIVITIES.

(b) An agreement under Subsection (a) is considered effective and enforceable if it is:

(1) in writing;

(2) in a document separate from any other agreement between the space flight participant and the space flight entity other than a different warning, consent, or assumption of risk statement;

(3) printed in not less than 10-point bold type;

(4) signed by the space flight participant on behalf of the space flight participant and any heirs, executors, administrators, representatives, attorneys, successors, and assignees of the space flight participant; and

(5) signed by a competent witness.

Added by Acts 2011, 82nd Leg., R.S., Ch. 3 (S.B. 115), Sec. 1, eff. April 21, 2011.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 953 (H.B. 1791), Sec. 3, eff. September 1, 2013.

Sec. 100A.004. AGREEMENT EFFECTIVE AND ENFORCEABLE. (a) Except as provided by Subsection (b), an agreement between a space flight entity and a space flight participant limiting or otherwise affecting liability arising out of space flight activity is effective and enforceable and is not unconscionable or against public policy.

(b) An agreement described by this section may not limit liability for an injury:

(1) proximately caused by the space flight entity's gross negligence evidencing wilful or wanton disregard for the safety of the space flight participant; or

(2) intentionally caused by a space flight entity.

Added by Acts 2011, 82nd Leg., R.S., Ch. 3 (S.B. 115), Sec. 1, eff. April 21, 2011.