DELAWARE FISH AND WILDLIFE ASSUMPTION OF RISE & RELEASE OF CLAIMS FOR EXTENDED MICHAEL CASTLE TRAIL HOURS ACCESS

# THIS IS A VERY IMPORTANT DOCUMENT. YOU MUST READ IT BEFORE SIGNING. THIS DOCUMENT CONTAINS A RELEASE OF CLAIMS. IF YOU SIGN IT, YOU WILL BE RELEASING THE STATE OF DELAWARE FROM ALL CLAIMS YOU AND ANY ADOLESCENTS FOR WHICH YOU HAVE SIGNED FOR MAY HAVE.

1. I UNDERSTAND THAT THIS ATHLETIC ACTIVITY IS A TEST OF A PERSON’S PHYSICAL AND MENTAL LIMIT, AND CARRIES WITH IT THE POTIENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. THE RISKS INCLUDE, BUT AR NOT LIMITED TO, THOSE CAUSED BY TERRAIN, FACILITIES, TEMPERATURE, WEATHER, CONDITION OF PARTICIPANTS, EQUIPMENT, TRAFFIC, LACK OF HYDRATION, AND ACTIONS OF OTHER PEOPLE INCLUDING, BUT NOT LIMITED TO, PARTICIPANTS, VOLUNTEERS, SPECTATORS, RIDE MONITORS, AND/OR PRODUCERS OF THE RIDE(S). THE RISKS ARE NOT ONLY INHERENT TO PARTICIPANTS, BUT ARE ALSO PRESENT FOR VOLUNTEERS AND BYSTANDERS. I VOLUNTARILY AGREE AND CONSENT TO PARTICIPATE IN THE ACTIVITIES AND ACCEPT AND ASSUME ALL RISKS, ASSOCIATED WITH THE ACTIVITIES, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE PERSONS RELEASED FROM LIABILITY BELOW, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.
2. I agree to participate in the Activities only to the extent of my skill level and physical and medical condition. I understand that I am solely responsible for determining which Activities, if any, I can participate in based on my skill level and physical and medical condition. I do not have a physical or medical condition which might have the effect of making it more likely that I be involved in an accident resulting in injury to myself or others. These activities include but are not limited to mountain bike riding at night on off road trails.
3. I agree to wear a helmet at all times while biking. All helmets must meet the current US CPSC safety standard. I agree to utilize a working headlight and tail light on my bike at all times during riding to maximize visibility for myself, as well as for other riders to see me. I agree that my bike is in good working order and is appropriate for the terrain I will be riding. I agree to use the buddy system and carry both a first aid kit and a working cell phone.
4. I acknowledge and agree that I am responsible for my own safety and the safety of my possessions while undertaking the Activities and acknowledge that I will not be supervised by any State of Delaware personnel. If I participate in the Activities I represent that I am doing so of my own free will and only after I have read and voluntarily agreed to the terms of this release document.
5. I agree to acquire a special State of Delaware Fish and Wildlife Permit from the Division of Fish and Wildlife specifically for Extended Trail Hours Access before participating in Extended Trail Hours Access. This release document shall expire the same date and time as the special State of Delaware Fish and Wildlife Permit for Extended Trail Access.
6. I, ALONG WITH MY HEIRS AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE STATE OF DELAWARE, ITS AGENTS AND EMPLOYEES, AND ASSIGNS (“RELEASES”) FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING FROM THE RELEASEES’ NEGLIGENCE AND/OR MY PARTICIPATION IN THE ACTIVITIES AND/OR PRESENCE ON STATE OF DELAWARE PROPERTY INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH, OR DAMAGE TO MY PROPERTY.
7. This Assumption of Risk and Release of Claims Agreement shall be governed under the laws of the State of Delaware. If the Court finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

# I HAVE READ THIS RELEASE OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**If under 18 years of age, this document must be signed by Parent or Guardian below. I certify that I am the parent or legal guardian of the adolescent listed below who is at least 16 year of age. I authorize such adolescent’s participation in Extended Trail Hour Access and agree that all terms listed in this release also apply to the adolescent named below. I assume full responsibility of the adolescent and their participation.**

**Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name of Youth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Youth Birth Date and Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**