

Alapocas Run and Wilmington State Parks Rock Climbing

Participant Assumption of Risk and Waiver Agreement

Please read and sign the following agreement:

This Assumption of Risk and Release of Claims Agreement shall be governed under the laws of the State of Delaware. Any legal action arising hereunder shall be brought and decided by the Courts situated in the location of the Activities. The substantially prevailing party shall be entitled to an award of its fees and costs (including attorneys' fees) to be paid by the non-prevailing party. 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.

By signing this Agreement, I agree that I will indemnify and otherwise hold harmless Wilmington State Parks, its officers, agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of Wilmington State Park's agents and employees' performance, work or services, or accidents in any way related to, or in connection with the Agreement, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

I, as a participant or parent/guardian of a participant, understand I will be participating in activities that involve periods of physical exertion, balancing, heights (up to 80'), lifting, pushing, pulling and climbing. I understand most activities will be outdoors where I will need to watch for slippery and/or uneven footing, limbs and branches, insects or animals and possible exposure to extreme or inclement weather. I understand that my physical activity involves risk of injury and may include loss or damage to personal property.

I understand that I will not be forced to do any activity and that despite a reasonable precaution taken by Wilmington State Parks, that a guarantee of absolute safety is impossible. I agree to exercise good personal judgment, to ask for help if I am concerned about my safety and to be responsible for deciding if a proposed activity is appropriate for me. I agree to inform my instructors of any physical, mental or medical condition that might affect my ability to participate or affect other members of my group. I understand that failure to do so could result in serious harm to myself or others. I also state that I will not be under the influence of alcohol or narcotics of any kind.

I agree to comply with safety instructions given by Wilmington State Parks and to be responsible for my personal safety and well being. I agree to hold Wilmington State Parks, its Directors, Officers, Employees, Agents, and/or Associates harmless for any accidents, injury, loss of or damage to property that may occur on this program.

I understand that all possible precautions are taken to insure that all programs and activities sponsored by Wilmington State Parks are conducted by mature and qualified personnel in a safe and responsible manner. I voluntarily assume the risks of the activities and agree to report any injuries before leaving the premises.

In the event of an emergency, I understand every attempt will be made to contact the parent/guardian. In the event that the parent/guardian cannot be reached, I give permission to Wilmington State Parks to secure proper medical treatment. I understand that any medical expense not covered by Wilmington State Parks and any medical care will be billed directly to me or to my insurance company.

I grant permission for Wilmington State Parks to use any photographs of the participant taken during the program in newspapers, magazines, brochures or other media for promotional purposes.

I have read and understand all the information in this waiver and agree to abide by these terms. I am aware this is a waiver and a release of liability and I sign it **voluntarily**.

Signature of Parent/Guardian

Signature of Participant

Printed Full Name

Printed Full Name

Date

Date

PLEASE COMPLETE THE REVERSE SIDE OF THIS WAIVER

**Wilmington State Parks
1021 W. 18th Street
Wilmington, DE 19802
(302) 577-7020**

To be completed by participant (parent or guardian if participant is under 18)

NAME _____ SEX _____ DATE OF BIRTH _____
Last, First Middle

HOME ADDRESS _____ TELEPHONE (____) _____
No. and Street City State Zip

PERSONS TO BE NOTIFIED IN CASE OF SERIOUS ILLNESS OR INJURY:

1. _____ (____) _____
Name Relationship Telephone

2. _____ (____) _____
Name Relationship Telephone

FAMILY PHYSICIAN _____ (____) _____
Name Telephone

Name and Address of Insurance Co. _____

Medical Insurance Plan Number _____

PLEASE LIST ALL:

Current Injury/Medical Conditions (explain)

Allergies (student must bring any special medication required)

Current Medication Being Taken (explain)