



**WOLFE NECK HUNTING PROGRAM
ASSUMPTION OF RISK, RELEASE OF LIABILITY
AND COVENANT NOT TO SUE**

I, the undersigned hunter, ("Participant") while participating in archery hunting upon lands near the Wolfe Neck Regional Wastewater Treatment Facility Property being leased to Sussex County ("County") by the State of Delaware, do agree to the terms and conditions set forth herein by executing this Wolfe Neck Hunting Program Assumption of Risk, Release of Liability and Covenant not to Sue ("Release").

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the sufficiency of which is acknowledged, for the privilege to hunt deer on the Property identified herein, the Participant agrees to the following:

1. Participant acknowledges that Participant's right to access the Property is subject to the attached set of terms and conditions provided in this Release. Participant understands that any violation of these rules is grounds for immediate termination of Participant's right to access and hunt deer on the Property without further notice.
2. Participant acknowledges that neither the State of Delaware, as the Property owner, nor the County, as the Lessee, have made any warranty, either express or implied as to the condition of the Property. This Document serves to warn Participant that dangerous conditions, risks and hazards do exist. Participant's presence and activities on the Property expose Participant and any of its guests or agents to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects and spiders, blind and tree stands, whether or not erected by the County, farming activity, erosion and general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving and walking conditions.
3. Participant waives for his or her executors, administrators, assignees or heirs, any and all rights and claims for damages, losses, demands and any other actions whatsoever, which he or she may have or which may arise against the County, its elected and appointed officials, any of its employees, guests, officers, directors, agents, invitees, successors and assigns, including but not limited to any and all injuries, damages or illnesses suffered by Participant and/or Participant's property, which may, in any way whatsoever, arise out of, be related to or be connected with hunting or in any way connected with his or her presence on the Property. Participant on behalf of himself or herself and his or her executors, administrators, assignees or heirs, hereby expressly release the County, its elected and appointed officials, any of its employees, guests, officers, directors, agents, invitees, successors and assigns from any and all such claims.
4. Participant hereby expressly assumes the risk of: (1) entering the Property, (2) all activities while Participant is present on the Property, and (3) taking part in activities relating to hunting on the Property which include, but are not limited to, walking to, climbing, entering and occupying tree stands, blinds, and the like, the discharge of bows and crossbows, and use and presence thereof on the Property, and any other related activities. Participant acknowledges that hunting, and the use of longbows, recurve, compound and crossbows, or other DNREC authorized archery bows, if any, and all hunting-related activities are inherently dangerous activities that can lead to serious injury or death and does hereby expressly assume the risk of such dangers, risks and hazards.

5. Participant agrees to indemnify, hold harmless and defend the County, its elected and appointed officials, any of its employees, guests, officers, directors, agents, invitees, successors and assigns from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected in any way with the Participant's activities on the Property, including Participant's or others' use of a longbow, recurve, compound and/or crossbow, or other DNREC authorized archery bow, if any, and the presence thereof on the Property climbing, entering and occupying tree stands, blinds, and the like, and any other related activities. Should any such claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, the State of Delaware, or under any theory of law or equity, Participant will indemnify, hold harmless and defend the County, its elected and appointed officials, any of its employees, guests, officers, directors, agents, invitees, successors and assigns, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against County, its elected and appointed officials, any of its employees, guests, officers, directors, agents, invitees, successors and assigns, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees.

6. Participant agrees to respect the rights of adjoining State lands and shall stay solely within the confines of the County's designated Hunting Area set forth on Exhibit A attached hereto and incorporated herein by reference.

7. Participant agrees to abide by any laws of the State of Delaware, including any laws pertaining to the harvesting of wildlife. Participant further agrees to abide by the Wolfe Neck Wastewater Treatment Facility Hunting Program Rules and Regulations attached hereto as Exhibit B and incorporated herein by reference. Failure to do so shall result in immediate removal from the Property and loss of all future privilege to hunt on the Property.

8. Participant agrees to notify the County of any inherently dangerous conditions that are found on the Property, whether the dangerous conditions were existing or caused by the actions of Participant, or any person hunting with Participant.

9. If any minors in Participant's household or minor guests of Participant enter the Property, Participant will be responsible for their activities and safety, and said minors shall be kept under Participant's supervision at all times. As their parent or legal guardian, Participant understands and acknowledges that this Agreement applies to them and their activities.

10. Participant furthermore hereby acknowledges and agrees that he or she has read, understands and will at all times abide by this agreement.

11. I represent and certify that I am over the age of eighteen (18), and in the event that I am under the age of eighteen (18) years, I represent and certify that I have the permission of my parents and/or legal guardians to participate in the stated activities, the signature of said parent or legal guardian also appearing thereon, and that they have full knowledge thereof and also that by their signature understand that they adopt the covenants contained herein as their own and acknowledge all manner of risks noted herein and that THEY HAVE READ AND UNDERSTAND this instrument and are bound by the same.

I HAVE READ AND UNDERSTAND THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY AND COVENANT NOT TO SUE. I hereby certify that, at the time of my execution hereof, I am not under the influence of alcohol or illegal drugs, or any non-prescription drugs or prescription drugs (or any other substance) that could impair me, and that my attendance and participation in the stated activities is voluntary.

IN WITNESS WHEREOF, I have executed this Release on this _____ day of _____, 20__.

IN THE PRESENCE OF:

PARTICIPANT:

_____ (SEAL)

Print Name

_____ (SEAL)
Parent or Guardian (if applicable)

Print Name

PARTICIPANT INFO
(Required)

Address: _____

Vehicle Type/Color/Tag #/State: _____ Cell Phone #: _____

Email: _____ DE Hunting License #: _____