

Please **print** the following information **clearly**, sign at the bottom, and have your signature witnessed. If information is not readable, the form cannot be accepted. **Each tour participant** must complete a separate release

RELEASE AND HOLD HARMLESS OF CLAIM FOR ACCIDENTAL INJURY OR DEATH

This release is executed on this date (day, month, year): _____

by tour participant : _____

with an address of : street _____

city, state, zip _____

The signer of this form hereby acknowledge that I have voluntarily purchased a ticket or otherwise voluntarily chosen to participate in the activities of the Delaware River and Bay Lighthouse Foundation, Inc. (the "Foundation"), in connection with one or more Delaware Bay lighthouse which is owned by the Foundation; the Federal Government; or the State of Delaware, Department of State, Division of Historical and Cultural Affairs (the "State") and leased to the Delaware River and Bay Authority (the "Authority") and operated by the Delaware River and Bay Lighthouse Foundation, Inc. These activities included, but are not limited to, ferrying by motor vessels to off-shore sites, climbing on and through various ladders, docks, boats, breakwaters, lighthouses and all and any related structures and/or objects all related to a guided tour of a Delaware Bay lighthouse.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS, AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF LOSS OF PERSONAL PROPERTY, INJURY, OR DEATH.

As lawful consideration for being permitted by the Foundation to participate in these activities of touring, viewing and experiencing the preservation of the Delaware River and Bay lighthouses and the related necessary facilities, I hereby agree that on behalf of myself, my heirs, beneficiaries, executors, administrators, successors and assigns, I hereby release, remise, acquit and forever discharge the State, the Authority and the Foundation and their successors and assigns, and their past and present stockholders, directors, officers, commissioners, agents, servants, employees, parent entities, subsidiary entities, predecessor entities, affiliated entities, attorneys and insurance companies (hereinafter referred to as "Releasees"), of and from all, and all manner of, claims, demands, actions and causes of action, sums of money, attorneys' fees, costs, obligations, controversies, agreements, promises, commissions, damages, liens, judgments, executions, third party actions and causes of action and further including, without limitation, any and all suits at law, in admiralty or in equity, whether contract, tort, common law, constitutional, statutory or otherwise, including subrogation claims (whether by workmen's compensation carriers or otherwise), claims for contribution and/or indemnity, and liabilities of any kind or nature whatsoever which arise from or are connected with my participation in the activities offered by the Foundation. I further understand that it is not the purpose of the Foundation to teach safety rules nor is it the function of the Federal Government, the State, the Authority or the Foundation, or their officers and /or directors to be the guardian of my safety.

I HAVE CAREFULLY READ THIS RELEASE AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I FURTHER STATE THAT I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AFFIRMATION AND RELEASE AND THAT I HAVE SIGNED THIS DOCUMENT OF MY OWN FREE WILL.

In witness whereof, I have executed this document on this date and in the presence of a witness.

Date: _____

Signature of Releasor*(Tour Participant or legal guardian) _____

Signature of Witness: _____

**If Releasor (Tour Participant) is a minor, this form must be signed by a parent or other legal guardian.*