

TERMS OF USE AGREEMENT

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Welcome to www.visitdelaware.com/geo, the Delaware Tourism Office homepage for the Sport of Geocaching. This web site includes access to geocaching related information, accommodations/attraction information and such other services and sites as may be made available from time to time by the Delaware Tourism Office

1. Information Available at this Site

This Site contains general information about The Delaware Geocaching Trail. This Site also contains information about caches and related activities. The Delaware Tourism Office does not guarantee the accuracy or timeliness of the information available on this Site. You are solely responsible for verifying the accuracy of any information available on this Site.

2. Privacy

The Delaware Tourism Office will use your personally identifiable information collected in connection with this Site, including without limitation your name, e-mail address, or other information unique to you ("Personally Identifiable Information"), in the following ways:

- (a) The Delaware Tourism Office may use Personally Identifiable Information to contact You about new caches in your geographic area; to keep You notified of developments in the geocaching related activities and to give You updates on changes to the Site;
- (b) The Delaware Tourism Office may also use Personally Identifiable Information to statistically analyze usage of the Site; to improve The Delaware Tourism Office's product and service offerings; to customize the Site's content and layout; and to otherwise improve the Site.

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The Delaware Tourism Office will not sell, rent, or otherwise disclose Personally Identifiable Information to any third party, except: (a) in connection with any merger or acquisition of The Delaware Tourism Office (or The Delaware Tourism Office assets), including without limitation any restructuring activity with another

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8. Logo Usage

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9. Indemnity

You agree to indemnify and hold The Delaware Tourism Office, its officers, employees, agents and volunteer administrators harmless against any and all losses, claims, damages, and expenses (including reasonable attorneys' fees) that The Delaware Tourism Office may incur in connection with: (a) Your breach of any of the terms of this Agreement; or (b) Your use of the Site.

10. NO WARRANTIES

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Geocaching, hiking, backpacking, and other outdoor activities involve risk to both persons and property. There are many variables including, but not limited to, weather, fitness level, terrain features and outdoor experience, that must be considered prior to seeking or placing a cache. Be prepared for your journey and be sure to check the current weather and conditions before heading outdoors. Always exercise common sense and caution. You assume all risks arising in connection with seeking a cache or any other related activity.

THE SITE, INCLUDING WITHOUT LIMITATION THE SITE INFORMATION AND ALL OTHER CONTENT PROVIDED ON THE SITE, ARE PROVIDED TO YOU "AS IS", AND YOU ASSUME THE ENTIRE RISK AS TO YOUR USE OF THE SITE, THE SITE INFORMATION AND THE

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11. LIMITATION OF DAMAGES

TO THE FULLEST EXTENT PERMITTED BY LAW, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, YOU AGREE THAT THE DELAWARE TOURISM OFFICE, ITS OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEER ADMINISTRATORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, DIRECT, OR OTHER DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SITE OR THE SITE INFORMATION, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW, OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION AND EXCLUSION OF DAMAGES INCLUDES BUT IS NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE OR NEGLIGENT MISREPRESENTATION, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, EVEN IN THE EVENT OF THE FAULT OF THE DELAWARE TOURISM OFFICE, OF TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY.

SHOULD A COURT OF COMPETENT JURISDICTION DETERMINE THAT THE LIMITATION ABOVE IS NOT LEGALLY VALID, THE DELAWARE TOURISM OFFICE, ITS OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEER ADMINISTRATOR'S LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY TERMS AND CONDITIONS REFERENCED IN THIS AGREEMENT) INCLUDING FOR ANY DIRECT DAMAGES ARISING FROM YOUR RELIANCE ON SITE INFORMATION, WILL BE LIMITED TO U.S.\$10.00 OR THE AMOUNT OF DIRECT DAMAGES INCURRED BY YOU IN RELIANCE ON THIS SITE OR ON SITE INFORMATION, WHICHEVER IS LESS. YOU AGREE THAT THIS IS YOUR SOLE AND EXCLUSIVE REMEDY AND YOU HEREBY RELEASE THE DELAWARE TOURISM OFFICE, ITS OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEER ADMINISTRATORS FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THE LIMITATION.

13. Attorney's Fees

In any formal action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, The Delaware Tourism Office will be entitled to recover its costs, including reasonable attorneys' fees.

14. Changes to this Agreement

The Delaware Tourism Office reserves the right to revise the terms of this Agreement at any time and from time to time. Each time you use the Site, You are bound by the version of this Agreement that is in effect and posted on the Site at the time of your use. Please review them.

15. Severability; No Waiver; Entire Agreement.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the parties agree that the remaining provisions of the Agreement will remain in full force and effect, and the allocation of risk described herein will be given effect to the fullest extent possible. The Delaware Tourism Office's failure to act with respect to a breach by you or others does not constitute a waiver of The Delaware Tourism Office's right to enforce its rights with respect to subsequent or similar breaches. This Agreement, along with any Site guidelines or policies posted on the Site or otherwise provided to you by The Delaware Tourism Office, constitutes the entire agreement between you and The Delaware Tourism Office with regard to your use of the Site.