

Vancouver Segway Tours Participant Agreement

1. I acknowledge that participation in utilizing a Segway is a physical activity and therefore, carries with it certain, inherent risks and the potential for injury both minor and serious. The risks include, but are not limited to, those caused by terrain, weather, facilities, negligence, skill/judgment of the operator/rider, equipment, traffic or actions of other people; including, but not limited to, other Segway operators, pedestrians and bystanders. I understand that potential injuries can range from cuts, bruises, and abrasions, to more serious injuries including, but not limited to, broken bones, paralysis and death. **I am aware of these risks and hereby assume any and all risks, including the negligence of Vancouver Segway tours, their agents, employees and/or associates, associated with the operating and riding of a Segway and all related activities.**

2. On behalf of myself, my executor(s), administrator(s), heir(s), personal representative(s), next of kin, successor(s) and assign(s): I do hereby waive, release and forever discharge (A) Vancouver Segway Tours (B) the owner's of any property on which any part of the demonstration or tour may take place, as well as their property managers, lessees or licenses and (C) any of the foregoing persons' or entities' officers, directors, owners, employees, representatives, successors, assigns, executors, administrators, heirs, personal representatives and next of kin (collectively, "Releasees") from any and all claims, demands or loss of any kind whatsoever, including injury or death, which may arise out of or in connection with the operation/ riding of a Segway or other related activities.

3. I acknowledge that medical insurance coverage or benefits will not be provided by Vancouver Segway Tours of Washington or other Releasees. I affirm that I have medical insurance or personal financial resources sufficient to cover the cost of rescue, transport and/or medical treatment for myself or others for incidence resulting from operating/riding a Segway.

4. **My weight does not exceed two hundred and sixty five pounds (280lbs./120kg).** Similar to other physical activities, operating/riding a Segway may aggravate existing conditions and/or injuries including, but not limited to, heart conditions, back/joint problems and pregnancy. I have assessed my personal health and am physically fit to operate/ride a Segway and assume all risks associated with the tour and related activities. Cell phone, camera, video camera and engaging in any activity may which distract from the operation/riding of a Segway, including but not limited to, the consumption of food or drinks, drugs or alcohol, is strictly prohibited.

5. Vancouver Washington Segway Tours accepts no responsibility for my personal possessions, regardless the cause of their damage or loss and I remain personally responsible for their safeguarding. I am solely and fully responsible for any damage or loss of the Segway unit, incurred during the demonstration, tour or related activities. If I return the Segway damaged I am responsible for payment for damage or replacement.

6. In consideration for being permitted to participate in Vancouver Segway Tours related activities, **IDO HEREBY RELEASE Vancouver Segway Tours and other Releasees FROM ANY AND ALL LIABILITY/ including any liability from claims that could arise from negligence, AND I FURTHER AGREE TO INDEMNIFY< DEFEND AND HOLD HARMLESS Vancouver Segway Tours and Releasees from any and all claims, losses (including attorney fees and legal costs), causes of action or proceedings of any kind which may be brought against them as a result of my participation in operating/ riding a Segway or related activities.** I further promise and covenant not to institute or assist another in instituting any type of legal proceeding, in law or in equity, seeking to recover for any of the risk I have assumed or rights/liability released herein.

7. I have warrant that I am at least 14 years of age, of sound mind and I have fully read and understand this legally binding agreement. My signature constitutes voluntary acceptance all of the terms contained herein and the release of legal rights that affect myself, heirs, executors, administrators and all members of my family whether known or in existence at the time of contract. **Anyone under the age of 18 must have their parent or guardian sign.**

Participant Name _____ Signature X _____ Date _____

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Participant Name _____ Signature X _____ Date _____

Participant Name _____ Signature X _____ Date _____

A 10-15% Gratuity is highly recommended.

Your guides work very hard to bring you the best experience on your tour.

