

**ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY AND COVENANT
NOT TO SUE DETROIT SEGWAYS, LLC**

Rider Requirements:

- Must be at least 14 years old.**
- Must weigh between 100 and 260 pounds.**
- Must be capable of climbing a flight of stairs unassisted.**
- May not be pregnant.**
- Must wear closed toe shoes.**

Warning: Segway® Personal Transporter riding can be a hazardous activity. There are many dangers and risks associated with learning to drive, control and ride upon a Segway® PT including, but not limited to, injury or death resulting from collisions with fixed or moving objects such as walls, curbs, pedestrians, animals, vehicles and other Segway® PT riders, dangers arising from surface hazards such as pot holes, man made objects or poor road conditions, equipment failure, weather conditions, proximity to water, negligence of myself and/or others, and the stress from physical activity.

I ("I" refers to the undersigned Participant) understand that Detroit Segways, LLC tours and rentals are conducted over public roads and facilities open to the public and upon which hazards of traveling are to be expected. I understand that Segway® PT riding requires physical conditioning, and I represent that I am in sound physical condition and that I have no physical or medical condition, including pregnancy, that would endanger myself or others. I agree that an adult will accompany any minor, being 17 and under. I shall wear a helmet supplied by Detroit Segways, LLC or an ANSI, Snell, ASTM or CPSC -approved helmet. I represent that I, or the minor for whom I signed release, (1) am physically capable of riding a Segway® PT, (2) have viewed the safety video, (3) will comply with general rules of the road and all laws, and (4) am at least 14 years of age, (5) weigh more than 100 pounds and not more than 260 pounds and (6) am wearing closed toe shoes. I also fully understand the tour guide can revoke my riding privilege for violation of these rules, any misuse of the Segway® PT, or inappropriate behavior.

I, as a consideration of and in consideration for being permitted to participate in a Detroit Segways, LLC tour or rental, agree freely and expressly to assume and accept any and all risks of injury or death to Participant or property loss or damage, whether or not attributable to the negligence of Detroit Segways, LLC, their respective sponsors, promoters or affiliated organizations, and their respective agents, directors, officers, volunteers and employees (the "Released Parties").

I also agree to release and forever discharge the Released Parties from any and all responsibility or liability for injuries or damages that result, either directly or otherwise, from participation in a Detroit Segways, LLC tour or rental by me or by the minor on whose behalf I am signing this Release. I agree not to make a claim against or sue the Released Parties for injuries or damages relating to Segway® PT riding or any other activities related to a Detroit Segways, LLC tour or rental. I further agree to indemnify and hold harmless the Released Parties for all expenses incurred due to my participation in a Detroit Segways, LLC tour or rental (or the participation by the minor on whose behalf I am signing this Release), including medical, legal or other expenses, and hold harmless all other participants, even if negligent acts of any of the Released Parties, other participants or bystanders cause the injury or death, loss or damage.

I am aware that this is a release of liability and a contract between myself and the Released Parties and I am signing it freely and of my own accord. I recognize and agree that it is binding upon myself, my heirs, and assigns. In the event that I am signing it on behalf of any minors, I have full legal authority to do so, and understand the binding effect on this contract on them, as well as on myself.

I, THE UNDERSIGNED (INCLUDING THE MINOR FOR WHOM I AM SIGNING THIS RELEASE), HAVE CAREFULLY READ THIS ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY AND COVENANT NOT TO SUE. I FULLY UNDERSTAND AND AGREE TO ITS CONTENTS.

Print Name: _____
Participant or Parent/Guardian

Signature: _____ Date: _____
Participant or Parent/Guardian

Name of Minor: _____ Age of Minor: _____(Must be at least 14)