

SEGWAY TOUR DATE _____

TOUR GUIDE _____

TOUR TIME _____

SANDUSKY SEGWAVE TOURS
AGREEMENT TO PARTICIPATE AND WAIVER, RELEASE
AND INDEMNIFICATION FORM

Please read carefully. This agreement limits your legal rights. There is no financial penalty if you choose not to participate after the Segway orientation. This is a physical activity in an uncontrollable environment.

_____ **Initial** I acknowledge that the Activity entails physical exertion and I understand that there are inherent and unanticipated risks to riding the Segway which, when combined with the forces of nature, or acts of commission, or omissions, by participants or others could result in severe physical, mental and/or emotional injuries, including but not limited to paralysis, spinal injury, head injury, stress, and/or other **damage(s) to myself or my death.**

Riding paths utilized are selected for their scenic beauty and may not be the safest route between two points. I understand that riding the Segway subjects me to hazards posed by bicycles, pedestrians, traffic, weather, the elements, terrain, road, sidewalk or other pathway conditions. When walking to or from the Segway there will be irregularities in terrain that may include rocks or other obstacles including both natural and man-made obstacles that **could cause injury if one is not personally vigilant to avoid them.**

_____ **Initial** I hereby certify that I am physically able, and have not been advised against participating in such an activity. Additionally, I certify that I weigh between 100 and 260 pounds and am capable of ascending a flight of stairs unassisted and without using a handrail. I am at least fourteen (14) years of age and if I am under the age of eighteen (18) it is acknowledged that my parent or guardian must execute this consent on my behalf. I have been offered a helmet free of charge, to wear while riding. I agree to wear the helmet at all times while operating or standing on a Segway.

_____ **Initial** I understand and agree that I am solely responsible for all damage(s), broken, lost items and injuries incurred or caused by and to myself, pedestrians, property and vehicles while I am operating the Segway. **I understand the Segway is very maneuverable and quick to respond.** The Segway unit can go both forwards and backwards very easily. **Should I decide to drive the Segway backwards for more than one foot, I understand I am greatly increasing my chances of injury or death.**

_____ **Initial** I understand and agree that I must not ride the Segway if I am under the influence of alcohol or drugs or otherwise impaired.

In Sandusky Ohio, operating laws are as concerned with a Segway as those applied to a bicycle. If the Segway rider is under 18 years old, then their parent(s) or legal guardian must agree to all these conditions and sign this form to participate in the Activity. **Proof of age is required. No minors under 14 are allowed.**

SANDUSKY TOURS LLC, DBA: SANDUSKY SEGWAVE TOURS AND THE SANDUSKY STATE THEATER AND THEIR RESPECTIVE OWNERS, OPERATORS AND MANAGEMENT accepts no responsibility for your personal possessions no matter what the cause of their damage or loss. No cell phone use, picture taking or videography is allowed while the Segway is in use.

_____ **Initial** I understand that the tour guide is not a medical professional and cannot assess my physical or emotional condition. **I have consulted my personal physician or taken whatever steps I deem necessary to determine that my family and I (including minor children) are in good health with no physical or psychological problems or illness that might limit our participation.** My family and I have the physical strength and presence of mind to handle the physical exertion associated with the activities for which we have contracted.

_____ **Initial** I understand and acknowledge that no medical insurance coverage or benefits will be provided to me during or after the Segway tour or related events. I affirm that I have medical insurance or personal financial sources sufficient to cover the cost of rescue, transportation and/or medical treatment that I may require, and agree to pay such expenses incurred on my behalf.

_____ **Initial** AS LAWFUL CONSIDERATION for (name of participant) _____ being permitted by Sandusky Segwave Tours to participate in the referenced activities, **I DO HEREBY RELEASE SANDUSKY TOURS LLC, DBA: SANDUSKY SEGWAVE AND THE SANDUSKY STATE THEATER, AND IT'S RESPECTIVE OWNERS, OPERATORS, MANAGEMENT, AGENTS, EMPLOYEES AND ASSOCIATES FROM ANY LEGAL LIABILITY** including any liability from claims that could arise from the negligence of **SANDUSKY TOURS LLC, DBA: SANDUSKY SEGWAVE AND THE SANDUSKY STATE THEATER, AND IT'S RESPECTIVE OWNERS, OPERATORS, MANAGEMENT, AGENTS, EMPLOYEES AND ASSOCIATES**, AND I FURTHER AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF OR PROSECUTE, AND **SANDUSKY TOURS LLC, DBA: SANDUSKY SEGWAVE AND THE SANDUSKY STATE THEATER, AND IT'S RESPECTIVE OWNERS, OPERATORS, MANAGEMENT, AGENTS, EMPLOYEES AND ASSOCIATES** I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS **SANDUSKY TOURS LLC, DBA: SANDUSKY SEGWAVE AND THE STATE THEATER, AND IT'S RESPECTIVE OWNERS, OPERATORS, MANAGEMENT, AGENTS, EMPLOYEES AND ASSOCIATES** from any claims brought against them as a result of my participation in this activity or as a result of my participation in related activities. **I have and do hereby assume all the above risks, including negligence of SANDUSKY TOURS LLC, DBA: SANDUSKY SEGWAVE AND THE STATE THEATER, AND IT'S RESPECTIVE OWNERS, OPERATORS, MANAGEMENT, AGENTS, EMPLOYEES AND ASSOCIATES and waive all potential claims, and demands of any kind or nature whatsoever including injury or death** which have or may arise out of, or in connection with this activity or participation in other related activities.

_____ **Initial** I am aware that this contract is an assumption of risk acknowledgement and a waiver and release of liability agreement and I sign it voluntarily. The terms of this contract shall serve as a release and assumption of risk for my heirs, executors and administrators and for all members of my family, including any minors accompanying me. The proper venue for any legal action arising out of this activity, whether contract or tort, shall be in the State Courts of Erie County, Ohio.

_____ **Initial** I further consent to Sandusky Tours LLC, DBA: Sandusky Segwave in taking photographs, videotapes, or other images of me during the demonstration and tour and using such images in its advertising, instructional, and promotional materials in any medium without any compensation to me and without my further consent.

_____ **Initial** By signing this document, I certify that I have read the form completely and understand it, and I am not relying on any statements or representations of any of the released parties and that I have been given sufficient time to read and ask questions regarding this release.

To the extent that the scope of this release is unenforceable in such jurisdiction, such scope will, as to such jurisdiction only, be automatically limited to the extent necessary to make this release enforceable in such jurisdiction, without invalidating any other portion of the release.

Today's Activity Date _____ **Print** Participant's Name _____

Signature _____ Tour Guide Initials _____

Minor's Name _____

Signature of Parent or Legal Guardian if Participant is a Minor _____

Participant's Address _____

Email Address _____