PALM BEACH SEGWAY TOURS, LLC Participant Agreement & 100% Release of Liability _____

Tour Date/Time

1. I acknowledge that participation in utilizing a Segway PT 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 Palm Beach Tours, LLC and their agents, employees and/or associates, associated with the of operating and riding 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) Palm Beach Segway Tours, LLC (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 licensees 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 Palm Beach Segway Tours, LLC, 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 incidents resulting from operating/riding a Segway PT.

4. My weight does not exceed two hundred sixty five pounds (265lbs./120.20kg). 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 PT, including but not limited to, the consumption of food or drinks, drugs or alcohol, is strictly prohibited.

5. Palm Beach Segway Tours, LLC 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 PT damaged I am responsible for payment for damage or replacement.

6. In consideration for being permitted to participate in Palm Beach Segway Tours, LLC – related activities, **I DO HEREBY RELEASE Palm Beach Segway Tours, LLC, and other Releasees FROM ANY AND ALL LEGAL LIABILITY, including any liability from claims that could arise from negligence, AND I FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS Palm Beach Segway Tours, LLC, and Releasees from any and all claims, losses (including attorney's fees and legal costs), actions, 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 give and forever grant to Palm Beach Segway Tours, LLC its advertising agency, licensees and publishers of its promotional materials and their successors and assigns, the right to use, publish and copyright my picture, portrait and likeness, in whole or part, including alterations, modifications, derivations and composites thereof, in advertising and promotion of Palm Beach Segway Tours, LLC throughout the world. This right shall include the right to combine my likeness with others and to alter my likeness, by digital means or otherwise, for advertising or promotional purposes.

8. I have warrant that I am at least 18 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. **Our minimum age requirement is 14 and anyone under the age of 18 must have their parent/ guardian sign and be present at the time of the tour.**

A 15-20% TIP PER RIDER ON THE FULL NON-DISCOUNTED RATE IS RECOMMENDED. CREDIT CARD GRATUITIES ACCEPTED. THANK YOU

Participant Name	X Signature of Participant or Guardian if under 18	Email
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Participant Name	X Signature of Participant or Guardian if under 18	Email
Participant Name	X Signature of Participant or Guardian if under 18	Email
Participant Name	X Signature of Participant or Guardian if under 18	Email
Participant Name	X Signature of Participant or Guardian if under 18	Email
Participant Name	X Signature of Participant or Guardian if under 18	Email

A credit card is required for each person or group for ANY damages to the $6000 segway. We shred this information following your tour.

***** THIS SECTION TO BE FILLED OUT BY PALM BEACH SEGWAY TOURS *** | Credit Card: ☐VISA ☐MC ☐AMEX ☐DISC**

Name on card:_____ **Card #:**_____ **Exp Date:**_____/_____