

Name of Rider (Please Print) First Name: _____ Last Name: _____

Phone Number: _____

Address: _____ City/ State/ Zip: _____

THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING!

I, the undersigned, in consideration of renting a Segway PT from 2 Wheel Tours and Fun LLC, DBA Granbury Segway, or participating in a Segway PT tour, state that I have read and understand and hereby expressly accept and agree to the following:

A. Risk of Personal Injury. I understand that the risks of riding or touring on a Segway are numerous and include, but are not limited to, the following: DEATH, PARALYSIS, HEAD INJURIES, BROKEN BONES, CUTS, SCRAPES, DAMAGE TO SEGWAYS, GEAR AND CLOTHING, AND DAMAGE TO AND/OR INJURY TO OTHERS; falling, loss of control; problems loading, unloading or riding the Segway; encountering trees, limbs, brush, rocks, structures, ropes, barriers, and/ or other man made or naturally occurring obstacles; encountering unpredictable terrain such as varying steepness, mud, holes, cliffs, gravel, narrow trails, and/or lack of trails; negligence of other riders, persons, or vehicles; and/ or negligent actions of 2 Wheel Tours and Fun LLC, its employees, its tour guides, any owners of property ridden on, their officers, employees, or agents (here in collectively referred to as "2 Wheel Tours and Fun"). I understand that risks from riding may include encountering bicycles, other Segways, motor vehicles, motorcycles and other motorized vehicles that may pose a hazard to me while riding the Segway in an urban environment. I understand that the risk of injury can increase due to inclement weather such as, but not limited to, snow, rain, hail, heat, and high winds. Injury can also occur due to inclement weather such as, but not limited to, heat exhaustion from extreme heat, frostbite from cold, and other injuries from rain, hail, snow, or other weather conditions.

B. Conditions and Representations.

1. I have made no misrepresentation to 2 Wheel Tours and Fun in any regard, including, but not limited to, my height, weight, age or abilities. **PREGNANT RIDERS SHOULD NOT PARTICIPATE FOR SAFETY REASONS.** I understand that a rider must weigh between 100 and 260 pounds and must be at least 14 years of age.
2. All instructions for use of the Segway or other equipment (the "Equipment") have been made clear to me and I fully understand how to use the Equipment. I accept the Equipment for use as is, and accept full responsibility for the care of the Equipment while it is in my possession.
3. I have watched the online safety video and understand how to operate the Segway in a safe manner.
4. I have a helmet, or one has been provided to me and I will wear a helmet at all times. I understand that wearing a helmet may decrease my risk of head injury.
5. The Segway is working properly. I am physically and mentally able to ride the Segway and I am familiar with riding and its physical and mental requirements and risks involved.
6. I will read and follow all instructions and signs. I agree that 2 Wheel Tours and Fun may revoke my right to ride and prevent my issue of the Segway without refund for unsafe or rude conduct and/or failure to obey instructions.
7. I am aware of the costs associated with Segway damage including but not limited to the price for a new machine, batteries, grips, handlebars, shaft, wheels, wheel covers, and fenders. I agree that I assume responsibility for complete replacement for any and all damage done to the Segway due to my own misuse, accidents, other riders, or if lost or stolen and / or any other circumstances.

Prices for Segways and Parts

Entire Unit	\$5,850.00	Info Key	214.19
Battery	\$1,680.00	Shaft	159.95
Handlebar	\$400.00	Handlebar Bag	139.95
Wheel	\$239.95	Fenders	99.95

I elect to purchase insurance that will cover the costs associated with damage and complete replacement for my Segway including but not limited to the price for a new machine, batteries, grips, handlebars, shaft, wheels, wheel covers, and fenders, for \$5.00. In the event that I participate in unsafe or rude conduct, this insurance will be revoked without refund and I will be responsible for the full price of the damage. Insurance does NOT cover medical costs for rider and/or other persons, damage done to other property whether it is privately owned or property of the City and/or State. Rider and parent or guardian is always personally responsible for any damage to themselves and/or other persons, and damage done to others property.

Circle one: (YES) \$5.00 insurance to cover complete replacement of Segway (NO) I decline coverage

Initial: _____

A: **By Responding NO to the above option for insurance covering 2 Wheel Tours and Fun equipment damage and replacement.** I confirm that I have read the above information about Segway loss, damage, and the associated costs. I waive the option of insurance and I agree that I am fully responsible for damage to the Segway PT.

B: **Release of all Liability (including negligence).** I AGREE TO FULLY RELEASE AND DISCHARGE 2 WHEEL TOURS AND FUN LLC, ITS EMPLOYEES, AND TOUR GUIDES FROM ANY LIABILITY FOR ANY DAMAGES, INJURIES, OR CLAIMS, INCLUDING ANY INJURIES OR DAMAGES OCCURRING FROM ANY NEGLIGENCE (WHETHER ACTIVE, PASSIVE, SOLE, CONCURRENT OR GROSS), STRICT LIABILITY OR OTHER FAULT OF 2 WHEEL TOURS AND FUN LLC TO MYSELF OR ANY OTHER PERSON OR PROPERTY, AS A RESULT MY PARTICIPATION IN THE SEGWAY RENTAL OR SEGWAY TOUR. I FULLY UNDERSTAND AND AGREE TO RELEASE 2 WHEEL TOURS AND FUN, ITS EMPLOYEES, AND TOUR GUIDES FOR THEIR NEGLIGENCE (WHETHER ACTIVE, PASSIVE, SOLE, CONCURRENT OR GROSS) IN CAUSING IN WHOLE OR IN PART ANY INJURY TO ME.

C. **Express Assumption of Risks.** I EXPRESSLY ASSUME ALL DANGERS INCIDENTAL TO, AND RISK OF Loss, DAMAGE, OR INJURY OCCURRING AS A RESULT OF, PARTICIPATING IN SEGWAY RENTAL OR TOUR, INCLUDING BUT NOT LIMITED TO THE RISK OF 2 WHEEL TOUR AND FUN LLC' NEGLIGENCE (WHETHER ACTIVE, PASSIVE, SOLE, CONCURRENT OR GROSS).

D. **Promise Not to Sue and Hold Harmless.** I AGREE NO LAWSUIT WILL BE FILED BY ME OR ON MY BEHALF AGAINST 2 WHEEL TOURS AND FUN, ITS AFFILIATES, ITS EMPLOYEES, OR TOUR GUIDES as a result of my participation in Segway tour or rental. If I do file a lawsuit, I agree to pay any attorney fees, costs or judgments incurred by 2 Wheel Tours and Fun LLC , its employees and tour guides even if 2 Wheel Tours and Fun, its employees and tour guides are found negligent. I further agree to indemnify 2 Wheel Tours and Fun and its employees and tour guides from any liability and hold them harmless for any damages, injuries, judgments, or lawsuits, including any attorney's fees and costs incurred by 2 Wheel Tour and Fun LLC, its employees, and tour guides as a result of my participation in Segway rental, or my participation in a 2 Wheel Tour and Fun LLC' tour or any lawsuits resulting from such participation. I AGREE MY OBLIGATION TO INDEMNIFY AND HOLD 2 WHEEL TOUR AND FUN LLC, ITS EMPLOYEES, AND TOUR GUIDES HARMLESS APPLIES EVEN IF 2 WHEEL TOUR AND FUN LLC, ITS EMPLOYEES, AND TOUR GUIDES ARE NEGLIGENT (WHETHER ACTIVE, PASSIVE, SOLE, CONCURRENT OR GROSS). I understand this is a contract, which limits my legal right, and it is binding upon me, my heirs, and legal representative. If portions of this agreement are invalid, it is agreed the remaining portion will remain intact and enforceable. By signing the Release of Liability, the undersigned acknowledges he/she fully read and understands the above and foregoing.

E. I grant 2 Wheel Tours and Fun, its representatives and employees the right to take photographs and/or videos of me while engaged in the use of Segways and further grant the publication of same on companies website or social media for the purpose of publicity, illustration, or advertising and expect no compensation.

All conditions listed above in paragraphs B – D also apply to the City of Granbury, its employees or representatives and Segway Inc., and its employees or representatives.

Signature of Rider: _____ Date: _____

Minors: Minimum age 14 years old. Prospective participants under the age of 18 years are required to have a parent or legal guardian read and also sign this Release. The parent and the participant under 18 have read, understand, and agree to comply with this Release. **BY SIGNING THIS DOCUMENT, THE PARENT OR LEGAL GUARDIAN AGREES TO EACH OF THE PROVISIONS ABOVE INCLUDING TO INDEMNIFY AND HOLD 2 WHEEL TOUR AND FUN LLC, ITS AGENTS OR EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS BROUGHT BY THE PARTICIPANT UNDER 18 OR RESULTING FROM THE PARTICIPANT UNDER 18'S ACTIONS, REGARDLESS OF THE NEGLIGENCE (WHETHER ACTIVE, PASSIVE, SOLE, CONCURRENT OR GROSS) OF 2 WHEEL TOUR AND FUN LLC, ITS AGENTS AND/OR EMPLOYEES.**

Signature of Parent/Guardian: _____ Relation to Rider: _____