Segway Santa Cruz
Tours • Events • Kiosk

RELEASE OF LIABILITY WAIVER

NOTICE: *This form is a Release and Waiver of Liability, Discharge and Covenant not to Sue, Assumption of Risk, Indemnity, and Consent Agreement for Children/Employees under the age of 18. Please read carefully before signing. This is a legal document.*

In consideration of Segway Santa Cruz, their agents, guides, trainers, instructors, and/or other employees (herein referred to as "***Releasees***"), I, the undersigned, on behalf of myself and/or my children/employee named herein, do freely agree to and make the following contractual representations and agreements.

I expressly acknowledge and realize the inherent risks and dangers associated with the Segway PT and the possibility of serious physical and/or mental trauma or injury or death that may result from participation in such activities, which include, but are not limited to, riding a Segway PT. I knowingly, freely, and voluntarily agree to assume any dangers, risks, and non-economic and economic losses associated with such participation. This includes risks and dangers caused by my own actions or inaction; dangers of collision with spectators, other participants, and fixed or moving objects; dangers arising from surface hazards, equipment failure, inadequate safety equipment and weather conditions.

I do hereby agree to **release, waive, discharge, and covenant not to sue Segway Santa Cruz, and/or their *Releasees*** from any and all liability or claims that may be sustained by me, and/or my children/employee, heirs, executors, administrators, legal representatives, assigns, and successors (hereinafter referred to collectively as "***Successors***") for any and all damages, social and economic losses, and any rights or claims that may be sustained by me, and/or my children/employee directly or indirectly in connection with, or arising out of, my and/or my children's/employee's participation, **whether caused in whole or in part by the negligence of the *Releasees*. I, further agree to indemnify and hold harmless the *Releasees* from any and all liability resulting from claims, causes of action, or losses sustained by third parties arising out of, my and/or my children's/employee's participation.**

I agree for myself and ***Successors*** that the above representations are contractually binding and are not mere recitals, and that should I or my ***Successors*** assert my claim in contravention of this Agreement, I or my ***Successors*** shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudicated liable on such claim for gross negligence. This contract cannot be amended orally.

I, on behalf of myself, and/or children/employee named herein, do hereby grant full permission to Segway Santa Cruz to use photographs, videotapes, recordings, and any other record for any legitimate purpose whatsoever.

I, the undersigned, on behalf of myself and/or my children/employee named herein, have read this contract, fully understand its terms and understand that I, on behalf of myself and/or my children/employee named herein, have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intent it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agree that if any portion of this contract is held to be invalid, the balance notwithstanding shall continue in full legal force and effect.

_____	_____	_____
Name (please print)	Releaser's Signature	Date

MINOR/EMPLOYEE: I understand minors and/or employees under the age of 18 MUST obtain permission to participate. I hereby give my permission for my minor/employee to participate, and accept and agree to be held personally responsible for my minor's/employee's welfare and further agree to be bound by the terms of the above Agreement.

_____	_____	_____
Name of Minor or Employee (please print)	Age	Employer/Parent/Legal Guardian's Signature