

MICHIGAN SEGWAY RENTAL, INC.

ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY AND COVENANT NOT TO SUE

Warning: Segway / Bicycle riding can be a hazardous activity. There are many dangers and risks associated with Segway / Bicycle riding including, but not limited to injury or death resulting from collisions with pedestrian, animals, vehicles, other Segway / Bicycle riders and fixed or moving objects, 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 Michigan Segway Rental, Inc. tours are conducted, and individual use occurs, over public roads and facilities open to the public and upon which hazards of traveling are to be expected. I understand that Segway / Bicycle riding requires sound physical and mental condition, and I represent that I am in sound physical and mental condition and that I have no physical, medical or mental conditions, including pregnancy, that would endanger myself or others. I agree, that an adult will accompany any minor 17 and under. I will wear a helmet supplied by Michigan Segway Rental, Inc. or an ANSI, Snell, ASTM or CPSC approved helmet. I represent that I, or the minor for whom I sign this Agreement, Release and Covenant (1) can ride a Segway / Bicycle and have participated in the safety presentation (2) has read the rules for use and (3) will comply with those rules and all laws (4) am at least 12 years of age and weigh more than 90 pounds and not more than 265 pounds. I also fully understand that when use is on a tour, the tour guide can revoke my riding privilege for the violation of these rules, any misuse of the Segway / Bicycle, or inappropriate behavior.

I represent that if I am signing this Agreement, Release and Covenant on behalf of a minor child, that I am the parent or legal guardian of such child and have full legal right and authority to do so.

I, as a consideration of, and in consideration for, being permitted to participate in the Michigan Segway Rental, Inc. tour, or individual use, agree freely and expressly to assume and except any and all risk of injury or death to Participant, or property loss or damage, including injury, death, loss or damage, whether or not attributable to the negligence of Michigan Segway Rental, Inc. its respective sponsors, promoters, or affiliated organizations, and its respective members, managers, agents, 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 the Michigan Segway Rental, Inc. tour by me or by the minor on whose behalf I am signing this Agreement, or by me for use individually, or for individual use by a minor on whose behalf I am signing this Agreement, Release, and Covenant. I agree not to make a claim against or sue the Released Parties for injuries or damages relating to Segway / Bicycle riding or any other activities relating to the Michigan Segway Rental, Inc. tour or individual use. I further agree to indemnify and hold harmless the Released Parties for all expenses incurred due to my participation in the Michigan Segway Rental, Inc. tour (or the participation by the minor whose behalf I am signing this Release), including medical and legal or other expenses, and hold harmless all other participants, even if it is the negligent acts of any of the Released Parties or others that have caused the injury or death, loss or damage.

I acknowledge and agree that if the Segway /Bicycle I have rented is damaged or experiences any casualty while in my possession or the possession of the minor child, I am fully liable for the damage done to the Segway unit, and I agree to fully reimburse Michigan Segway Rental, Inc. for the dollar amount of such damage.

I am aware that this is an assumption of risk agreement, a release of liability, a covenant not to sue 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, and in the event that I am signing it on behalf of any minor. I have legal authority to do so, and realize the binding effect on this contract on them, as well as myself.

I, THE UNDERSIGNED (INCLUDING ON BEHALF OF 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.

YOUR E-MAIL ADDRESS: _____

Print Name: _____

Address: _____

City, State, Zip _____

Signature: _____ Date: _____

Name of Minor: _____ Age of Minor: _____ (Must be 12 or older)

Signature of Parent or Guardian: _____ Date: _____

Printed Name Parent or Guardian: _____

Please be advised that photos and videos of your Glide may be posted to Facebook and our website. If you do not want your glide to be posted, please check the "opt out" box below.

I wish to Opt Out.

I give Michigan Segway Rental the permission to use any photos and or videos to be published in any marketing and advertisement material used to promote this business.

If you do not want your photos and or videos used in any marketing or advertising, please check the "opt out" box below.

I wish to Opt Out.