



RELEASE AGREEMENT

(SEGWAY PT Use/Tour/Event)

PLEASE PRINT CLEARLY & FILL OUT COMPLETELY



NAME:		Date of Birth:	
ADDRESS:		Current Age:	
CITY:	STATE:	ZIP:	Approximate Weight:
PHONE:	EMAIL:		
PRIOR SEGWAY EXPERIENCE? (circle) YES NO		PRIOR Triad ECO Adventure EXPERIENCE? (circle) YES NO	

This Waiver & Release (“Agreement”) covers the use of SEGWAY Personal Transporter (“PT”) & related equipment (including SEGWAY products, i.e., the Ninebot PTR) which is being provided by Triad ECO Adventures (TEA) for a SEGWAY PT tour (or event)...

1. **USE & OPERATION.** TEA staff will provide basic instruction on the operation of the PT and I agree to use & operate the PT in the careful, considerate and safe manner as instructed, with due consideration for the safety and well being of all persons & property. I understand the helmet is provided for my safety; I agree to wear the helmet & have it fastened at all times. I understand to ride single-file with adequate space between other PT’s for safety purposes. I understand & agree to cease operation of the PT if I am concerned in *any* way about the operation, a malfunction or damage to the PT.

2. **RIDER WEIGHT.** I certify that I weight between 100 and 260 pounds (50-100 lbs for Ninebot PTR), which is in compliance with SEGWAY Inc’s rider weight guidelines for the SEGWAY Personal Transporter.

3. **ASSUMPTION OF RISK.** I understand and acknowledge that the operation of the PT has a potential for serious injury or death to persons, including the operator, and for damage or loss to property, including the PT, and I assume the risk of such injury, death, loss or damage. I also understand and acknowledge that PT’s are unique devices, that their operation in public places attracts a great deal of attention from people wishing to observe the use of the PT & to more closely inspect them, and that such interest and desire to gain a closer inspection of the PT can cease situations in which the operation of the PT can be dangerous with regard to the operator and others.

4. **RELEASE OF CLAIMS & INDEMNIFICATION.** I agree to indemnify and hold Triad ECO Adventures, its owners and tour guides harmless from and against any and all claims, demands, causes of action, suits, judgements, decrees, liabilities, obligations, injuries including death, illness, losses, damages, costs and expenses including attorney fees, costs and expenses incurred by Triad ECO Adventures (“TEA”) with regards to such matters, for injuries or illness of any kind, including death, to any person, and for loss of or damage to property of any type or kind, including the property provided or rented to me under this agreement, arising out of, related to or in connection with my use and operation of the PT and the property provided (or rented), to me pursuant to this Agreement and for my failure to fully and completely comply with the terms provisions and conditions of this Agreement.

5. **GOVERNING LAW.** This Agreement is a binding legal document. It shall be governed by the laws of the State of North Carolina.

6. **MODEL RELEASE.** I understand that TEA routinely takes photographs which show the participants experiencing the PT usage. I give TEA my permission to publish said photos, which may contain my likeness, on its website and in ads, store displays and promotional materials, both online and in print, for the purpose of promoting SEGWAY PT units and tours.

For safety, pregnant women may not participate in our SEGWAY PT tour/use. To participate in our SEGWAY PT tour/use, you must be age 14 or older (10+ for Ninebot PTR) & weight between 100 & 260 pounds. (50-100 for Ninebot PTR).

By signing, the participant (& Parent/Guardian) acknowledges, understands and agrees to the Release Agreement and agrees to comply with the instructions above:

PLEASE BE ADVISED THAT YOU ARE FINANCIALLY RESPONSIBLE FOR ANY SIGNIFICANT SEGWAY PT DAMAGE THAT MAY OCCUR DURING YOUR TOUR.

I have read and understand the meaning and effect of this Triad ECO Adventures (“TEA”) Release Agreement and I accept the use of the SEGWAY PT under these terms and conditions. I certify that I am at least 14 years old...

PARTICIPANT’S SIGNATURE:	TODAY’S DATE:
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If rider is *less* than 18 years old, an ADULT signature is required: