

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____, do hereby affirm and acknowledge that I fully understand and assume the hazards and risks associated with using the Segway PT. I fully understand and acknowledge that these hazards and risks can lead to severe injury and even loss of life. Despite the potential hazards and risks associated with the activity of using the Segway PT, I wish to proceed and I freely accept and expressly assume all risks, dangers, and hazards that may arise from this activity which could result in injury, loss of life and property damage to me and others.

In consideration of being allowed to use the Segway PT, I hereby agree:

1. **TO FOREVER RELEASE** Segway of Indiana, The White River State Park Development Commission, The State of Indiana and their officers, directors, employees, representatives and agents (the "Released Parties"), from liability or responsibility of any kind or nature whatsoever, for any claims or causes of action that I, my estate, heirs, executors or assigns may have or that may arise, including, without limitation, claims for personal injury, property damage or wrongful death arising from or related to the activity of using the Segway PT, whether caused by the active or passive negligence of the Released Parties or otherwise, except for claims due to the intentional, wanton or willful misconduct of Released Parties. By executing this document, I agree to forever hold the Released Parties harmless for any damage, injury or loss of life which may occur to me or others during my use of the Segway PT, and further agree to pay all costs and expenses of any such damage, injury or loss of life, including reasonable attorney's fees incurred by Released Parties.
2. **TO FOREVER RELEASE** Segway, Inc. and its officers, directors, employees, representatives and agents, from liability or responsibility of any kind or nature whatsoever, for any claims or causes of action that I, my estate, heirs, executors or assigns may have or that may arise, including, without limitation, claims for personal injury, property damage or wrongful death, arising from or related to the activity of using the Segway PT, whether caused by the active or passive negligence of such parties or otherwise, except for claims due to the intentional, wanton or willful misconduct of such parties. By executing this document, I agree to forever hold such parties harmless for any damage, injury or loss of life, including reasonable attorney's fees incurred by such parties.
3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the Released Parties, other than what is set forth in this agreement. I further agree that this Agreement shall be governed by the laws of the State of Indiana.
4. If any portion of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall be enforceable to the fullest extent permitted by law.

I hereby declare that I am of legal age and competent to sign this Agreement or, if not, that my parent of legal guardian is hereby signing on my behalf, and that my parent or legal guardian is in complete understanding and agreement with all terms and conditions of this Agreement and agrees to be bound by the same.

WAIVER REAFFIRMATION

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

Participant's Signature: _____ Date: _____

SIGNATURE OF WITNESS, PARENT OR GUARDIAN (as required)

Print Name: _____

Signature: _____ Date: _____