



Segway Tours & Rentals: Release and Waiver

IMPORTANT LEGAL DOCUMENT - READ CAREFULLY BEFORE SIGNING BELOW – BY SIGNING YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

Initials: _____

This Agreement, waiver of negligence, assumption of risks and complete release of liability covers the use of a Segway Personal Transporter (PT) ("Products") which has been provided by Lorimax Inc. (dba Segway Nova Scotia) for a Segway PT guided tour, ride, rental or demonstration experience.

1) I understand and acknowledge the inherent risks, dangers and hazards of using a Segway PT or Products, and fully assume all risks and responsibilities with regard to, but not limited to: impact or collision with pedestrians, vehicles, other riders, and/or fixed or moving objects; traffic conditions, weather conditions, hills, curbs, exposed stones, earth, ice, trees, and other natural objects or hazards, exposed holes; the failure to operate the equipment in a safe fashion; any negligence of the Releases (as defined below) including any failure to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of using a Segway PT or Products; Segway PT or Products malfunctions; failure to act safely or within one's own ability; negligence of other persons; as well as the possibility of physical and/or mental trauma (or injury) including the possibility of permanent injury or death. **I acknowledge that expectant mothers and that persons with conditions inhibiting their sense of balance are prohibited from riding a Segway PT or Products.** I agree to cease operation of the Segway PT or Products if I am concerned in any way about the operation or a malfunction or damage to the Segway PT or Products.

Initials: _____

2) I realize that the operation of a Segway PT or Products requires physical abilities and I represent that I am in sound medical condition, that I am capable of operating the Segway PT or Products, and I am voluntarily participating in this Segway PT or Products experience with the knowledge of the dangers involved and I agree to accept any and all risks of loss, injury or death.

Initials: _____

3) I acknowledge that I have received adequate training and have been provided the opportunity to fully understand provincial and local laws that govern the use of the Segway PT and Products, and I agree to follow all applicable regulations. I understand that I am solely responsible for my personal safety. As such, I agree to follow all rules and guidelines provided at any time by the trainer or guide, including, but not limited to, those pertaining to safety and to the use of the Segway PT or Products. I will at all times wear a CSA, Snell, CPSC, ANSI or ASTM approved helmet and have it properly sized, fitted and fastened at all times according to the manufacturer's instructions when riding a Segway PT or Products, and I also acknowledge that a helmet will not eliminate the risk of bodily injury in the event of an accident. I agree to use and operate the Segway PT or Products in a careful, considerate and safe manner with due consideration for the safety and wellbeing of all persons. I will refrain from harmful conduct of any kind which may damage the Segway PT or Products, or affect the safety of others or myself.

Initials: _____

4) As a Segway PT or Products rider, I am responsible for the way I ride and the condition of the rental/demo unit. I take responsibility for any damage that might occur to my Segway PT or Products, or damage to third-party property as a result of my actions during the tour, ride, rental or demonstration period, and agree to reimburse Lorimax Inc. for lost revenue and repair or replacement costs for any damage to, or theft of the Segway PT or Products in my possession. I agree that I will not allow other persons to operate the Segway PT or Products that I have been assigned during the duration of my rental/tour/ride/demonstration period.

Initials: _____

5) I hereby irrevocably and fully waive, release, indemnify and agree to hold harmless Lorimax Inc., o/a Segway Nova Scotia, The Armour Group Limited, Modspace, Queen's Marque Limited, Build Nova Scotia, Halifax Port Authority and His Majesty the King in right of Canada, Halifax Regional Municipality, and any and all related and affiliated companies, municipalities and public entities, governmental bodies and agencies, as well as each of their suppliers, distributors, officers, directors, employees, agents, representatives, successors, assigns, and participants (collectively, the "Releases") of and from any and all losses, costs, damages, claims, demands, expenses, rights and causes of action of whatever kind or nature (a "Claim"), including of any third party Claims, reasonable legal fees, and any and all negligence claims or causes of action, which may arise due to any cause whatsoever, or which result from illness, personal injuries, property damage, death or of any other damages or injuries, not included herein, occurring during or as a result of, my participation in the Segway PT or Products tour/ride/rental/ demonstration, even to the extent the Releases have been advised of the possibility of such Claims. I understand and agree that this Waiver and Release is binding on my heirs, assigns and legal representatives.

Initials: _____

6) I have carefully read this Release and Waiver and fully understand its contents. I certify that I am **16 years of age or older**. I am aware that this is a RELEASE AND WAIVER OF LIABILITY, and a contract between me and the persons and entities mentioned above, and I sign it of my own free will, in exchange for allowing me to participate in a Segway PT or Products guided tour, ride, rental or demonstration experience. I am not relying on any oral or written representations or statements made by the Releases with respect to the safety of the activities other than as set-out in this Release and Waiver.

Initials: _____

Print Name: _____

Date of birth: _____

Signature: _____

Date: _____