

PT FUNSPORTS LLC

RELEASE OF LIABILITY

Whereas each of the undersigned individuals/participants are desirous of using a Segway® Personal Transporter provided by PT FunSports LLC and are doing so entirely upon his or her own initiative, risk, and responsibility.

I/We am/are completely aware of and accept the risk and hazards inherent upon the use of the Segway® Personal Transporters. I will adhere to the following rules while riding these transporters, and I understand that I will be removed at the staff's discretion from the Segway® transporter without refund, if I do not follow these rules.

RULES for Riding Segways

1. Each adult must sign a waiver and any minor must be named on the waiver signed by parent \ legal guardian.
2. Anyone ages 12-16 must be accompanied by an adult.
3. Helmets must be worn and strap secure at all times while riding.
4. Renters must follow their instructor's instructions and operate the Segway® in a safe manner at all times.
5. All first time riders must complete our training.
6. Riding of the Segway® will only be allowed in a predefined space determined at each event.
7. NO intentional bumping or hitting other Segway® machines or riders.
8. NO abandoning the Segway® machine during rental period. Riders must stay with machine and ask for attendant's assistance.
9. PT FunSports reserves the right to refuse Segway® rentals for any reason.
10. NO intoxication or reckless behavior will be tolerated, and those riders will be removed without refund.

INITIALS _____ (I have read and understand these rules)

Now therefore, in consideration of use of PT FunSports LLC Segway® Personal Transporters, whether with or without charge, each of the undersigned individually, and/or as a representative of and on behalf of his or her spouse, child, or ward, hereby release, discharge and covenant not to sue PT FunSports LLC and/or their agents, officers, servants, representatives, and employees of and from any liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including fatal injury sustained while using, participating, and /or renting the Segway® Personal Transporter, whether or not caused by the negligence of PT FunSports LLC or its employees, agents, officers, servants, representatives, or by failure of the equipment.

This release shall be binding upon the spouse, heirs, legal representatives, next of kin, executors, and administrators of each of the undersigned. In signing the foregoing release, each of the undersigned acknowledges and represents that he/she has read the foregoing release, understands and signs it voluntarily, that he/she is at least eighteen (18) years of age and of sound mind; that he/she is legally sober from the effects of alcohol & drugs; that he/she agrees to follow any and all instructions and rules of PT FunSports LLC and any and all state, county, and City statutes pertaining to the use of the Segway® Personal Transporter; and that he/she is in good health, suffering from no physical disability which might impair his/her mental faculties.

I understand that this activity may be affected by hazards posed by bicycles, pedestrians, and traffic or road and sidewalk conditions.

This Segway® Personal Transporter equipment is intended for riding on paved roadways with a speed limit of 25 mph or less, sidewalks, and bike paths and I agree to obey all traffic laws.

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I accept responsibility for any damage(s) to pedestrians, property or automobiles while operating the Segway® Personal Transporter. I agree to reimburse the PT FunSports LLC at full retail value for any loss or damage of any kind, other than reasonable wear and tear.

I understand that gliding on a Segway® Personal Transporter and related activities can be dangerous and involve a risk of injury, which may even be fatal. Despite the risk of injury, I agree to expressly assume all risks of injury or death to me while participating on a Segway® Personal Transporter.

I UNDERSTAND I EXPRESSLY ASSUME ALL RISK INHERENT TO THE USE OF THE SEGWAY® PERSONAL TRANSPORTER, AS WELL AS PARTICIPATING IN AND OBSERVING ANY SEGWAY® PERSONAL TRANSPORTER ACTIVITY, INCLUDING BUT NOT LIMITED TO THE USE OF THE SEGWAY® PERSONAL TRANSPORTER, AND ANY AND ALL EQUIPMENT.

I AM AWARE THIS IS AN ASSUMPTION OF RISK AND RESPONSIBILITY, WAIVER AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF ALL THE ABOVE PROVISIONS.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER, RULES AND RELEASE AND I FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF AND/OR MY CHILD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST PT FUNSPORTS, LLC, ANDRETTI GREEN RACING, INC., ANDRETTI GREEN PROMOTIONS LLC, THE HONDA GRAND PRIX OF ST. PETERSBURG, THE CITY OF ST. PETERSBURG, A MUNICIPAL CORPORATION, THE INDY RACING LEAGUE, LLC, MOTORSPORTS SAFETY TECHNOLOGY, LLC AND EACH OF THEIR AFFILIATED COMPANIES, OFFICERS, AGENTS, EMPLOYEES, ELECTED AND APPOINTED OFFICIALS AND VOLUNTEERS. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY PT FUNSPORTS, LLC.

THIS IS A RELEASE OF LIABILITY

SIGNATURE of Renter, Parent or Legal Guardian

DATE

PRINTED Name of Renter, Parent, or Legal Guardian

DOB (date of birth)

EMAIL _____

NAMES of MINORS that are covered under this waiver (FIRST and LAST if different from Guardian)

