

**PLEASUREFLORIDA GROUP LLC
RELEASE OF LIABILITY**

Whereas each of the undersigned individuals/participants are desirous of using a Segway® Personal Transporter provided by PleasureFlorida Group 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. Must weight over 100 lbs but no more that 260 lbs
2. Anyone ages 13-17 must be accompanied by an adult.
3. Helmets will be provided to all participants and are obligatory for minors under 18. Helmets must be worn and strap secure at all times while riding.
4. Reflective vest will be provided and are obligatory for all Segway Tour participants. Vests must be worn at all times while riding.
5. Riders must follow their instructor's (guide's) instructions and operate the Segway® in a safe manner at all times.
6. Riders must complete our training.
7. Riding of the Segway® will only be allowed in a predefined space determined at each event.
8. NO intentional bumping or hitting other Segway® machines or riders.
9. NO abandoning the Segway® machine during Tour period. Riders must stay with machine and ask for attendant's assistance.
10. PleasureFlorida Group LLC reserves the right to refuse Segway® tours for any reason.
11. NO intoxication or reckless behavior will be tolerated, and those riders will be removed without refund. Driving Segway is not recommended for pregnant women. Wearing high heels is not allowed.

INITIALS _____ (I have read and understand these rules)

Now therefore, in consideration of use of PleasureFlorida Group 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 PleasureFlorida Group LLC and/ or their agents, officers, servants, representatives, and employees of and from any liability, claims, demands, actions, and causes of action whatsoever arising our 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 PleasureFlorida Group 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 PleasureFlorida Group LLC and any and all State, County, and City statues pertaining to the use of Segway® Personal Transporters, and he/she is in god health, suffering from n 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 PleasureFlorida Group 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 PleasureFlorida Group LLC, 1345 Main Street, Suite C-1, Sarasota, FL 34236.

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 PLEASUREFLORIDA GROUP 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 and DOBs (date of births) of MINORS that are covered under this waiver (FIRST and LAST if different from Guardian)

