

## **IMPORTANT LEGAL DOCUMENT - READ CAREFULLY BEFORE SIGNING BELOW**

This Agreement, Waiver of Negligence and Complete Release of Liability covers the use of a Segway Personal Transporter (PT) or Ninebot products ("Products") which has been provided by Lorimax Inc. for a Segway 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 Segway 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 machine in a safe fashion; the negligence of the staff of Lorimax Inc.; other riders; Segway PT or Products malfunctions; 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 should not ride the Segway PT or Products. Persons with conditions inhibiting their sense of balance are prohibited from riding a Segway PT or Products. I agree to cease operation of the PT or Products if I am concerned in any way about the operation or a malfunction or damage to the PT or Products.

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.

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 respect the requirement that a helmet be used and have it fastened at all times when riding a Segway PT or Products. I agree to use and operate the 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.

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 during the tour, ride, rental or demonstration period and agree to reimburse Lorimax Inc. o/a Segway Nova Scotia for lost revenue and repair or replacement costs for any damage to, or theft of the Segway PT or Products in my possession, or for damage to third-party property. 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.

5) I hereby release, indemnify and agree to hold harmless Lorimax Inc., o/a Segway Nova Scotia, Segway Inc., Develop Nova Scotia, Dalhousie University, Ambassatours Gray Line, Halifax Port Authority and Her Majesty the Queen in right of Canada, Halifax Regional Municipality, and any and all related and affiliated companies, governmental bodies and agencies, as well as their officers, directors, employees, agents, representatives, successors, assigns, and participants of and from any and all losses, costs, damages, claims, demands, rights and causes of action of whatever kind or nature, including reasonable attorney fees, and including any and all negligence claims or causes of action, which may arise and 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. I understand and agree that this Waiver and Release is binding on my heirs, assigns and legal representatives.

6) I have carefully read this Waiver and Release and fully understand its contents. I certify that I am of legal age. I am aware that this is a RELEASE OF LIABILITY, and a contract between me and the persons and entities mentioned above, and I sign it of my own free will.

Full Name:	E-mail:	
	(optional)	
Phone #:	Date of Birth:	
(optional)	(if under 16 years of age)	

Date