

Waiver of Liability and Assumption of Risk

Horseshoe Valley Segway Adventure Tour

IMPORTANT LEGAL DOCUMENT

I freely acknowledge and realize the many inherent risks, dangers, and hazards of participating in the Segway tour and fully assume all risks including, but not limited to impact or collision with pedestrians, vehicles, other Segway riders, and/or fixed or moving objects, traffic conditions, weather conditions, exposed stones, earth, ice, trees, and other natural objects, exposed holes, the failure to operate the machine in a safe fashion, the negligence of the staff of 6307787 Canada Inc. and Skyline Hotels & Resorts Inc., other riders, Segway PT malfunctions, as well as the possibility of physical and/or mental trauma (or injury) including the possibility of permanent injury or death.

I realize that the operation of a Segway Personal Transporter requires physical abilities and I represent that I am in sound medical condition capable of participating in the operation of a Segway PT without risk to others or myself.

I agree to that I will, at all times adhere to all the safety regulations, including wearing a helmet at all times while operating a Segway PT.

As a Segway PT rider, I am responsible for the way I ride and the condition of the rental unit. I take full responsibility for any and all damage that might occur to my Segway during the tour and agree to reimburse 6307787 Canada Inc. o/a Segway of Ontario for all lost revenue and repair or replacement costs resulting from any damage to, or theft of, the Segway PT in my possession.

I agree that I will not allow other persons to operate the Segway PT that I am renting during the duration of my rental/tour period.

I hereby release, indemnify and agree to hold harmless 6307787 Canada Inc., o/a Segway of Ontario, in addition to Skyline Hotels & Resorts Inc., and their officers, directors, representatives, employees, agents, and other 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 tour and/or rental.

I am of legal age and fully competent, have read this Waiver and Release and fully understand it and, if I am not of legal age, that my parent or legal guardian has fully read the above Waiver and Release and understands it and that I am fully bound by their signature.

IMPORTANT: PLEASE PRINT LEGIBLY

Full Name: _____

Address: _____

City/Prov: _____ Postal Code: _____

Telephone #: _____ Cell phone #: _____

Date of Birth: _____ E-mail: _____

Signature **OR** (Parent / Guardian Signature if under legal age)

Date