



ACKNOWLEDGMENT OF RISKS & HAZARDS, LIABILITY RELEASE, INDEMNITY & HOLD HARMLESS AGREEMENT & AGREEMENT NOT TO SUE

Participants Name: _____

Address: _____

City _____ State _____ Zip Code _____ Phone _____

READ CAREFULLY BEFORE SIGNING

In consideration of the acceptance of me or my child to participate in a Segway® Personal Transporter tour operated by Chestnut Mountain Resort and Segway Inc. ("Tour"), I agree and acknowledge on behalf of myself and the minor child for whom I am the parent or legal guardian (listed below), as follows:

Assumption of Risk: To assume the risks incidental to such Tour participation and falling from or with the Segway Personal Transporter ("Segway PT"), which risks may include, among other things, muscle injuries, broken bones, lacerations, serious injury, and death. I acknowledge and agree that the Tour participation of me or my child is entirely voluntary.

Release and Indemnity: On my own behalf and on behalf of any minor child for whom I am parent or legal guardian (listed below), and on behalf of my and their heirs, executors, personal representatives, administrators and assigns, to: (1) release and forever discharge the Released Parties, named below, of and from all liabilities, claims, actions, damages, costs or expenses of any nature whatsoever for bodily injury(including death) and property damage arising out of or in any way connected with such Tour participation, even if such injury, loss, or damage is caused by the negligence of the Released Parties or the negligent operation of the Tour; and (2) indemnify and hold each of the Released Parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses, including, but not limited to, all attorney's fees and costs. I expressly agree that this release and indemnity agreement includes, without limitation, any claims based on the negligence, action or inaction of any of the Released Parties, and covers bodily injury (including death) and property damage, whether suffered by me or any minor child for whom I am parent or legal guardian (listed below) before, during or after such Tour participation.

Released Parties: The released parties are: Chestnut Mountain Resort, LLC., Segway Inc., , related and affiliated companies, and the officers, directors, employees, agents, representatives, successors and assigns of each of the foregoing entities.

Authorization for Medical Treatment: I hereby authorize medical treatment for me or the minor child for whom I am parent or legal guardian (listed below), at my cost, if the need arises. However, I acknowledge and agree that the Released Parties shall have no duty, obligation or liability arising out of the provision of or failure to provide medical treatment.

Participation Requirements: In order to participate in the Tour, the participant must: (1) be able to stand and balance on the Segway PT by himself or herself; (2) be at least 16 years of age, unless a parent or legal guardian decides that a child or ward (as applicable) who is at least 14 years of age is as mature as the average 16 year old; and (3) weigh at least 100 pounds, but not more than 250 pounds, due to design specifications. Expectant mothers should not ride.

Right of Publicity: In connection with such Tour participation, I further grant the Released Parties the right to photograph, videotape or otherwise record images of the minor child for whom I am parent or legal guardian (who is listed below), and further to use said child's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation. The Released Parties are, however, under no obligation to exercise the rights granted in this paragraph.

Governing Law, Venue: I agree that any claim which I may bring forward at any time for any reason against the Releases shall be governed by the laws of Illinois and shall be submitted to the jurisdiction of the State or Federal Courts in the State of Illinois and none other. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

Safety Equipment: Segway Inc. requires the use of a helmet when riding a Segway PT on the Tour.

I certify I am 18 years of age or older, I am the parent or legal guardian of the minor child listed below, the minor child below is not under the influence of alcohol or drugs and has no impairment to balance, and I understand all the terms of this Agreement.

NOTE: ALL SECTIONS MUST BE COMPLETED,

My signature below indicates that I have read and understand this Acknowledgement and Release of Liability

PARTICIPANTS UNDER AGE 18

Minor's Name: Age: _____

Print Parent/ Guardian Name: Parent/ Guardian Signature _____

As parent/guardian signing this agreement for the above named minor(s), I acknowledge and agree that I have read the above document, and that by signing this document on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS the RELEASEES for any claim or suit arising out of said minor's participation in the activity or said minor's presence on RELEASEES' premises.

PARTICIPANTS AGE 18 AND OLDER

Print Participant's Name: _____ Signature: _____ Date: _____