

**Gunstock Mountain Resort Segway Tour  
ACKNOWLEDGMENT OF RISKS & HAZARDS, LIABILITY RELEASE,  
INDEMNITY & HOLD HARMLESS AGREEMENT & AGREEMENT NOT TO SUE**

(Minor)

**READ CAREFULLY BEFORE SIGNING**

In consideration of the acceptance of my child or ward to participate in a Segway® Personal Transporter tour operated by Gunstock 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 (who is 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 my child or ward 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 (who is 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 (who is listed below) before, during or after such Tour participation.

**Released Parties:** The released parties are: Gunstock Area Commission, Gunstock Mountain Resort, the County of Belknap, 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 the minor child for whom I am parent or legal guardian (who is 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 Releasees shall be governed by the laws of New Hampshire and shall be submitted to the jurisdiction of the State or Federal Courts in the State of New Hampshire 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

Parent/ Legal Guardian Print Name Here \_\_\_\_\_ Date \_\_\_\_\_

Parent/ Legal Guardian Sign name here \_\_\_\_\_ Date \_\_\_\_\_

Minor Child Print name Here \_\_\_\_\_ Date \_\_\_\_\_

Minor Child Sign Name Here \_\_\_\_\_ Date \_\_\_\_\_

Helmet #
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