



dba: Action Segway Tours
A SUBSIDIARY OF ACTION ZIPLINE, INC.

Segway® Personal Transporter (PT)
Tour Orientation Checklist for Riders

Please initial where needed, indicating the items below were explained by your Tour Guide, and are understood by you.

1. Provided an opportunity to review the Safety Video and/or User Manual
2. Wear a helmet

RIDER INITIALS

These items were provided to me.

Operation of the Segway PT

3. Adjust the handlebar height
4. Power on the Segway PT and power off
5. Change from Standby Mode to Balance Mode, and back to Standby Mode, read the Balance Indicator Lights
6. Ensure the Segway PT is in Balance Mode, and Battery charge is adequate
7. Slowly and smoothly step on the Segway PT
8. Step down from the Segway PT without moving the machine and while keeping the platform level
9. Move forward, backward, remain stationary
10. Turn in place
11. Execute a controlled stop
12. Execute a smooth, controlled, leaning turns around cones
13. Always leave a gap between the body and the handlebar
14. No taking of photographs from the platform of the Segway PT

These items were explained to me and I understand how to perform each operational skill.

Safety Features

15. Understand how to enable and disable Beginner Setting
16. Recognize the Speed Limiter and respond by slowing down
17. Recognize the Stick Shake Warning and respond by slowing down or stopping and stepping off
18. Recognize the Safety Shutdown and respond by stepping off safely within 10 seconds and stay off
19. Understand how the Segway PT behaves while a rider is on and off the Platform while in Balance Mode. Never let go of the machine while it is in Balance Mode
20. Anticipate and avoid slips, trips, and tips
21. Keep both hands and feet on the Segway PT
22. Riders must not be under the influence of alcohol or drugs or suffer any impairment to balance

I understand the safety features.

I recognize that this Tour Orientation is a partial introduction to the features and functions of the Segway PT and is NOT the complete Product Orientation provided to Segway PT purchasers who use their machines independent of a Segway Tour Guide. I acknowledge that I need to ride conservatively, avoid abrupt maneuvers, and avoid riding in any area designated "off limits" by the Tour Operator.

Rider's Name _____ Rider's Signature _____ Date _____

Rider's Address _____

Rider's City, State & Zip Code _____

E-mail _____ E-mail is optional. By providing your e-mail you're approving e-mail communication from Segway.

Phone Number _____

(For Office Use Only) Trainer's Name _____ Serial # _____

RELEASE AND INDEMNITY AGREEMENT (Adult) – READ CAREFULLY BEFORE SIGNING

In consideration of my participation in a Segway® Personal Transporter tour operated by Segway Inc. ("Tour"). I agree and acknowledge 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 my Tour participation is entirely voluntary.

Release and Indemnity: On my own behalf and on behalf of my 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 before, during or after such Tour participation.

Released Parties: The released parties are: Segway Inc., Segway of Manchester, related and affiliated companies, Action Zipline and Segway, Inc., 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 myself, 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 14 years of age; and, (3) weigh at least 100 pounds, but not more than 250 pounds, due to design specifications. Expectant mothers should not ride.

Right to Publicity: In connection with my Tour participation, I further grant the Released Parties the right to photograph, videotape or otherwise record images of me and further to use my 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: This agreement shall be governed by the laws of the State of California, and any legal action relating to or arising out of this Agreement shall be commenced exclusively in the Superior Court of California, County of San Bernardino, or if jurisdiction can be obtained in the United States District Court for the District of California.

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

Minors: I hereby represent that I am the parent or legal guardian of:

1.)	2.)	3.)
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("the Minor(s)") who is (are) under the age of 18, but weigh(s) no less than 100 lbs. In consideration of Action Zipline Inc. the Minor(s) to use voluntarily the Segway™ as described herein, and I release its directors, officers, employees, and agents from all claims, demands, suits, causes of action, or judgments for personal injuries, known or unknown, property damages, or claims for wrongful death, caused by their acts, omissions or negligence committed on their behalf and in their name which the Minor(s) or I may have in the future or which our heirs, executors, administrators, or assigns may have, or claim to have arising out of or in any way connected with the Segway™. I further agree to indemnify and hold harmless, its directors, officers, employees, and agents from all claims, demands, suits, causes of action, or judgments which the Minor(s) or I may have in the future or which our heirs, executors, administrators, or assigns may have, or claim to have, arising out of or in any way connected with the Segway™. I also agree to be responsible for any property damage or personal injuries that I or the Minor(s) may cause by intentional or negligent acts while using the Segway™.

Signature of Parent or Legal Guardian

I certify I am 18 years of age or older, that I am not under the influence of alcohol or drugs, that I have no impairment to my balance, and that I understand all the terms of this Agreement.

NOTE: ALL SECTIONS MUST BE COMPLETED

PRINT NAME HERE

SIGN NAME HERE

PRINT TODAY'S DATE HERE

I HAVE READ THIS RELEASE