

Duluth Glides Release Agreement

PLEASE READ CAREFULLY

In consideration of the services of Duluth Glides LLC and their ticketing agent FareHarbor, Inc. and their respective employees, officers, agents, volunteers, participants, tour guides and any assigns on their behalf (hereinafter "Released Parties") **I hereby agree to release and discharge Duluth Glides LLC, FareHarbor Inc., City of Duluth and other Released Parties as follows:**

1. I acknowledge that riding the Segway PT (PT) device entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to me, property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: **vehicular traffic, weather conditions, exposed stones, irregular travel surface, earth, ice, trees or other natural objects, exposed holes, impact or collision with other machines, failure to operate the machine in a safe fashion, negligence of others, public attraction, falling, crashing, hitting, bumping, breaking, scraping, cutting & others.**

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the known and unknown risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Released Parties from any and all claims, demands, or causes of action or liabilities, which are in any way connected with my participation in this activity or my use or anyone I allow the use of Duluth Glides equipment or facilities, including any such claims which allege negligent acts or omissions of Released Parties to the full extent allowed by law.

4. Should the Released Parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to pay for those costs and I agree to indemnify and hold Released Parties and their agents, employees, owners and assigns harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any personal injury, property, Duluth Glides equipment or Segway PT damage that I may cause, or suffer, while participating, or else I agree, that I, or those that I represent, shall bear the costs of such injury or damage directly. I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

6. I understand that the helmet is provided for my safety and I agree to wear the helmet and have it fastened at all times when operating the PT. I further agree that I shall not allow any other person to use, operate or ride upon the PT. I agree to ride single file with adequate space between PTs for safety purposes. I agree I will not take photos or video while operating the PT. I understand and agree that I will not step on or off the PT without assistance from the Duluth Glides staff. I agree to cease operation of the PT immediately if I do not understand the instruction on the proper operation of the PT provided by the Duluth Glides staff or if I am concerned in any way about the device operation, my abilities to operate it safely, or a malfunction or damage to the PT.

7. Duluth Glides routinely takes photos during its tours which show the participants experiencing the tours. I give Duluth Glides my permission to publish said photos, which may contain my likeness, in any way for the purpose of promoting Duluth Glides and further I authorize use of my email address for the sole purpose to seek reviews of this activity by TripAdvisor.

By signing this Document I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I have waived my right to initiate or maintain a lawsuit against Released Parties on the basis of any claim from which I have released them from herein. I certify that I weigh between 100 and 260 pounds and am at least 14 years old, which is in compliance with Segway Inc's rider weight and age guidelines. I have had sufficient opportunity to read this entire document and I have viewed the Segway Safety Video and the Covid-19 Safety & Preparedness Plan on the Website.

For safety reasons, pregnant women may not participate in the tour.

PLEASE BE ADVISED THAT YOU ARE FINANCIALLY RESPONSIBLE FOR ANY DULUTH GLIDES EQUIPMENT/ SEGWAY PT DAMAGE THAT MAY OCCUR DURING YOUR TOUR.

I have read and understand the meaning and effect of this Release Agreement and I accept the use of the Segway PT under these terms and conditions described here-in.

Rider sign: _____ Print Name _____ date _____
(If rider is less than 18 years old, parental signature is legally required.)

Parent sign _____ Print Name _____ date _____

Email Address: _____ (please print clearly)