

**SEGWAY™ PT TOUR CONTRACT AND RELEASE**

This Contract and Release is entered into on the date above by and between JASEN Rides, LLC d/b/a Bike and Roll Washington DC/Alexandria d/b/a Bike The Sites, d/b/a Smithsonian National Mall Tours, d/b/a Smithsonian Segway Experience Center (collectively herein "JASEN Rides"), and each adult Participant whose name and signature appear below and who sign this Agreement on his or her own behalf, and/or on behalf of any minor whose name appears below, and such Participant warrants that he or she has the authority to enter into this Agreement on his or her own behalf and that he or she has bound himself or herself to fulfill all duties and obligations of each minor listed below. Each adult and minor is herein referred to as a "Participant."

**IT IS HEREBY ACKNOWLEDGED AND AGREED AS FOLLOWS:** JASEN Rides reserves is the right to immediately end a Participant's use of a Segway™ and/or his or her further participation in a tour, if its staff makes a determination for any reason and in its exclusive judgment that there is a potential danger to such Participant if the Participant continues. Should such a determination be made, the staff person will so advise the Participant and JASEN Rides will refund, in full, the fee paid to it by the Participant. If the Participant in question joined the tour with others and they timely advise staff that they do not want to continue on with the tour without the Participant, then their fees too will be refunded. Each Participant agrees that the maximum liability of to a Participant in these circumstances will be the fee paid by the Participant for the tour, and all other losses or damages are expressly waived.

- I. JASEN Rides hereby grants Participant a temporary license to use, and Participant hereby accepts from JASEN Rides the temporary license to use, a Segway™ mobile platform device, helmet, and ancillary items of equipment supplied by JASEN Rides hereunder (collectively, the "Equipment") for use during the below listed tour in which the Participant has chosen to participate.
- II. Participant acknowledges that he or she is fully aware of the inherent dangers and risks of riding a Segway™ and participating in a guided tour, and each Participant hereby assumes all risks that may arise as a result of his or her riding and participation, including, but not limited to, risks of bodily injury and property damage that may result from: the Participant's falling from or with the Equipment; the Participant's collision and/or near collision with other participants, third parties, and/or vehicles; and the Participant's failure to keep up with, or follow the directions of, tour guides. Participant acknowledges that he or she has inspected the Equipment and that there are no visible defects in the same (or if there are any, Participant has noted the same, in writing, in the area designated on the Segway™ safety checklist below). Participant assumes full responsibility for the Equipment from the time of his or her first possession of the same and until it is returned to JASEN Rides, and he or she agree to compensate JASEN Rides for all damages to or loss of the Equipment, including by theft, excluding normal wear and tear ("Damages"), according to the lost equipment price list displayed at the rental counter.
- III. Participant represents that he or she is not pregnant, weighs between 100 lbs. and 260 lbs., is at least sixteen (16) years of age, in sound medical condition, able to stand for three hours and walk without assistance and is capable of operating Equipment without risk to Participant or to others. Participant represents that he or she has no medical or physical impediment which would endanger Participant or others. If Participant is signing for a minor, Participate represents that the minor is at least sixteen (16) years of age, falls within the above weight range, and is otherwise in sound medical condition and capable of operating Equipment without risk to the minor or others, and that the minor has no medical or physical impediment which would endanger the minor or others. Participant understands that the use of a Segway™ is subject to all traffic laws, signs, rules and regulations which pertain to moving vehicles, and those regulations which are intended to protect pedestrians, and a Participant has the express obligation, among others, to give the right-of-way to pedestrians and other human powered devices (i.e. bicycles, wheelchairs, wagons, scooters, etc.), to obey all speed limits, and to make a loud audible sound when overtaking and passing pedestrians and human powered devices. Participant is further subject to other laws, ordinances, rules and regulations governing the use and operation of Segways™ and shall at all times operate the Segway™ in accordance with the same and in addition, Participant agrees to adhere to the rules and regulations that JASEN Rides provides, including through its orientation Segways™ process and through its guides while involved in a tour. **Use of mobile telecommunications equipment is prohibited while operating Equipment.**
- IV. In consideration of being permitted to participate in a tour and/or to rent and operate the Equipment, Participant on his or her own behalf, and on behalf of each minor designated above, and on behalf of his, her, and/or their, heirs, assigns and legal representatives (each of the foregoing is a "Releasor") does hereby release, indemnify, forever discharge, and agree to hold harmless JASEN Rides (and its respective officers, directors, representatives, employees, agents, and contractors – collectively, "Releasees") from any and all claims, demands, rights, and causes of action of whatsoever kind, whether in tort, by contract, under any product liability theory and/or statutory basis, or otherwise, which may arise and/or result from personal injuries, property damage, death, illness, and/or any other source, occurring during and/or resulting from his, her, and/or their, participation in a JASEN Rides tour and/or the rental of the Equipment,. If any lawsuit or other claim is brought by Participant, or by anyone on behalf of a minor on whose behalf Participant entered into this Agreement, which arises from or relates to injuries sustained to the person or property of Participant and/or such minor during, or as a result of, his or her participation in a JASEN Rides tour and/or the use of the Equipment, then Participant shall be responsible for all of Releasees' defense costs, including, its reasonable legal fees, and in addition, Participant shall be obligated to pay in full the amount of any resulting judgment entered against Releasees, or any one or more of them, and/or the amount of any good faith settlement agreed upon by Releasees, or any one or more of them, to avoid a trial or other adverse disposition of such claim.
- V. Additional released parties include: (1) Segway Inc.; (2) the Smithsonian Institution, a non-profit trust instrumentally established by the Congress of the United States in 1846 (20 U.S.C. 41 et. Seq.); and (3) related and affiliated companies, and the officers directors, employees, agents, representatives, successors and assigns of each of the foregoing entities.
- VI. JASEN Rides provides a helmet free to all Participants. For safety reasons, JASEN Rides requires that all Participants wear a helmet while utilizing a Segway™ on a tour.
- VII. Participant consents to and permits JASEN Rides to use its best efforts to seek to obtain emergency medical treatment in the event of injury or illness to Participant and agrees that he or she will be solely responsible to pay any costs incurred with respect to emergency medical treatment.
- VIII. In connection with the guided tour, Participant grants JASEN Rides the right to photograph, videotape or otherwise record images of the Participant and further to use the Participant's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials related to the guided tours without reservation or limitation, and without any remuneration to Participant. JASEN Rides is under no obligation to exercise the rights granted in this paragraph.

<b>Printed Name</b> (print clearly)	<b>Minor?</b> (Check for Yes)	<b>Signature and Date</b> (Legal Guardian must sign for minors under 18 years of age)	<b>Segway™ ID</b> (Guide will fill this line out)
1. _____	Under 18? <input type="checkbox"/>	_____	_____
2. _____	Under 18? <input type="checkbox"/>	_____	_____
3. _____	Under 18? <input type="checkbox"/>	_____	_____
4. _____	Under 18? <input type="checkbox"/>	_____	_____

Email Address: _____	Tour Date & Time: _____
Mobile Phone: _____	
Hotel: _____	
How did you hear about this tour? _____	
Tour Guide Name: _____	

**GRATUITIES are ALWAYS APPRECIATED AND GRACIOUSLY ACCEPTED.**

# Sites By Segway™ Safety Checklist – Washington, DC

Trainer's Name \_\_\_\_\_ Date \_\_\_\_\_ Tour Time \_\_\_\_\_

**Participant Tasks** - Please mark all items that were explained /completed during your orientation):

Participant Number

❶ ❷ ❸ ❹

- 1. Watch the Safety video
- 2. Wear a helmet
- 3. Recognize when the Segway PT is powered on and off
- 4. Ensure the Segway PT is in Balance Mode when stepping on
- 5. Move forward, backward, remain stationary
- 6. Execute a controlled stop
- 7. Turn in place
- 8. Step off the Segway PT while keeping Platform level
- 9. Do not lean, push, or pull on handlebars while stepping on and off
- 10. Recognize the Stick Shake Warning and respond by slowing down or stopping
- 11. Recognize the Speed Limiter and respond by slowing down
- 12. Recognize the Safety Shutdown and respond by safely stepping off within 10 seconds
- 13. Never let go of the Segway PT while it is in balance mode
- 14. Adjust the Handlebar height
- 15. Do not remove or adjust wireless key
- 16. While on tour, maintain a single file line with 5-6 feet in between riders
- 17. Anticipate and avoid slips, trips and tips
- 18. Inspect Segway™ conditions and note, in writing, any visible defects in the space below

I recognize that this Product Orientation is an introduction to the features and functions of the Segway PT. I acknowledge that expertise is developed through my independent and continued practice on the Segway PT. I acknowledge that I need to follow the directions and suggestions of my guide or other Bike and Roll employees in order to safely ride the Segway PT outside of my controlled, familiar practice environment.

**Printed Name and Signature of each participant:**

- ❶ Name \_\_\_\_\_ Signature and Date \_\_\_\_\_
- ❷ Name \_\_\_\_\_ Signature and Date \_\_\_\_\_
- ❸ Name \_\_\_\_\_ Signature and Date \_\_\_\_\_
- ❹ Name \_\_\_\_\_ Signature and Date \_\_\_\_\_

- ❶ Defects in Segway™ noted by Participant: \_\_\_\_\_
- ❷ Defects in Segway™ noted by Participant: \_\_\_\_\_
- ❸ Defects in Segway™ noted by Participant: \_\_\_\_\_
- ❹ Defects in Segway™ noted by Participant: \_\_\_\_\_