



Complete Release of Liability

Danube Development of Florida

Name: _____

Date: _____

Segway Tour Guide: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Are you pregnant? Y / N

Have you had a surgery or fainted in the past 6 months? Y / N

This Agreement, Waiver of Negligence and Complete Release of Liability cover the use of a Segway Personal Transporter ("PT") and related equipment which has been provided by Danube Development of Florida for a trail experience.

1. **Use and Operation.** I wish to use a PT for a tour experience of St. Petersburg, FL. I acknowledge having received basic instruction on the operation of the PT. I agree to use and operate the PT in a careful, considerate, and safe manner with due consideration for the safety and wellbeing of all persons. I understand that the helmet is provided for my safety and I agree to wear the provided protective safety helmet and have it fastened at all times when operating the PT. I agree to cease operation of the PT if I am concerned in any way about the operation or a malfunction or damage to the PT.

2. **Assumption of Risk.** I understand and acknowledge that operation of the PT has a significant potential for serious injury to persons, including the operator, and for loss of or damage to property, including, but not limited to, the PT. I am voluntarily participating in this trial experience of the PT with the knowledge of the dangers involved and I agree to accept any and all risks of loss, injury or death. I also understand and acknowledge that PT's are new and unique devices, that their operation in public places attracts a great deal of attention from people waiting to observe the use of the device and to more closely inspect the devices, and that such interest and desire to gain a closer inspection of the device can create situations in which the operation of the device can be very dangerous with regard to the operator and others.

3. **Release of Claims and Indemnification.** In consideration for being permitted to use the PT, I agree to assume all risks and to release and hold harmless Danube Development of Florida and all its officers, directors, agents, employees and members, who through negligence, carelessness or any other cause, might otherwise be liable to me. I intend by this Waiver and Release, in advance, and waive my rights and discharge all of the persons mentioned above from any and all claims for damages for death, personal injury or property damage which I have or which may thereafter accrue to me, as a result of my use of the PT understand and agree that this Waiver and Release is binding on my heirs, assigns and legal representatives.

4. I agree to indemnify and hold Danube Development of Florida harmless from an against any and all claims, demands, causes of action, suits, judgments, decrees, liabilities, obligations, injuries, including death, losses, damages, cost and expenses, including attorney fees, cost and expenses incurred by Danube Development of Florida with regard to such matters, for injuries of any type or kind, including death, to any person, and for loss of or damage to property of any type or kind, including the property rented to me under this Agreement, arising out of, related to or in connection with my use and operation of the PT and the other property rented to me pursuant to this Agreement and for my failure to fully and completely comply with the terms, provisions and conditions of this Agreement.

5. **Governing Law.** This Agreement shall be governed by and construed to under the laws of the state of Florida.

6. I have carefully read this Waiver and Release and fully understand its contents. I certify that I am at least 18 years of age. I am aware that this is a Release of Liability and a contract between me and the persons and entities mentioned above and all of their respective officers, directors, employees, agents and representatives, and I sign it of my own free will.

7. THIS IS AN IMPORTANT LEGAL DOCUMENT. READ IT CAREFULLY BEFORE SIGNING BELOW

8. Signature: _____

9. Signature of Legal Guardian if Signatory is under 18 years of age: _____