

Dreambots, LLC

1301 E CARY STREET, RICHMOND VA 23219
804-343-1850 segwayofrichmond.biz

COMPLETE RELEASE OF LIABILITY

NAME: _____
 DATE: _____ **SEGWAY TOUR GUIDE** _____
 ADDRESS: _____
 CITY: _____ STATE _____ ZIP: _____
 PHONE: _____
 EMAIL: _____ **(Yes, I am interested in getting what's new from Segway!)**

This Agreement, Waiver of Negligence and Complete Release of Liability cover the use of a Segway Personal Transporter ("PT") and related equipment which has provided by Dreambots, LLC, t/a Segway of Richmond, for a trial experience.

- Use and Operation.** I wish to use a PT for a tour experience in Duck, NC. I acknowledge having received 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 well being of all persons. I understand that the helmet is provided for my safety and I agree to wear the provided protective 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.
- 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 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 wishing 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.
- Release of Claims.** In consideration for being permitted to use the PT, I agree to assume all risks and to release and hold harmless Dreambots, LLC and all its officers, directors, agents, employees and members, and Kitty Hawk Kites, Inc, Kitty Hawk Kites Flight School, LLC, and J.A. Davis. I intend by this Waiver and Release, in advance, to 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 even though that liability may arise from negligence or carelessness on the part of the persons or entities being released. I understand and agree that this Waiver and Release is binding on my heirs, assigns and legal representatives.
- Indemnification.** I agree to indemnify and hold Dreambots, LLC, Kitty Hawk Kites, Inc., Kitty Hawk Kites Flight School, LLC and J.A. Davis harmless from and 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 Dreambots, LLC, Kitty Hawk Kites, Inc., Kitty Hawk Kites Flight School, LLC, and J.A. Davis 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.
- Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia.
- 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.
- THIS IS AN IMPORTANT LEGAL DOCUMENT. READ IT CAREFULLY BEFORE SIGNING BELOW.
- SIGNATURE _____
- Signature of Legal Guardian if Signatory is under 18 years of age: _____