

RECREATIONAL INDUSTRIES, INC. d/b/a WISP RESORT

**Segway Tour**

**HOLD-HARMLESS, RELEASE OF LIABILITY & AGREEMENT NOT TO SUE  
PLEASE READ CAREFULLY BEFORE SIGNING**

**ACCEPTANCE OF THIS AGREEMENT CONSTITUTES A CONTRACT. THE CONDITIONS OF THE CONTRACT ARE SET FORTH BELOW AND WILL PREVENT YOUR ABILITY TO SUE WISP. IF YOU DO NOT AGREE WITH THESE CONDITIONS THEN DO NOT USE THE FACILITY.**

Please fill in all information, print as neatly as possible.

Date of Tour: \_\_\_\_\_ Tour Time: \_\_\_\_\_ Segway ID#: \_\_\_\_\_

Name: Last \_\_\_\_\_ First \_\_\_\_\_ Age/Date of Birth: \_\_\_\_\_

Street Address: \_\_\_\_\_ City \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Phone #: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

I understand and am aware that operating or riding a Segway Personal Transporter (the "PT") is a Hazardous and Dangerous Activity. I understand that operating or riding a PT involves a risk of serious bodily injury and/or death. **I, on behalf of myself, my children, heirs, executors or assigns, hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in this activity regardless of any negligence of Wisp or any of its employees or agents.**

I understand that there are inherent and other risks involved in operating or riding a PT. These risks include, but are not limited to: variations in ground conditions on trails, steepness of terrain, ice and icy conditions, dry and wet conditions, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, slick spots, lift towers, cables, utility lines, pipes, poles and guy wires, snowmaking and grooming equipment and component parts, fences and control nets and the absence of such fences and nets and other forms of natural or man-made obstacles on and/or off trails. There is also a risk of collisions with such obstacles, equipment and natural objects as well as with another PT. Trail conditions vary constantly because of weather changes and PT use. I am aware that trail marking and trail maintenance may be in progress at any time. These are only some of the risks of operating or riding a PT. All of these and other risks of operating or riding a PT present the risk of serious and/or fatal injury.

I accept the use of a PT, as is, with no warranties, express or implied, and accept full responsibility for its care while in my possession. **I agree to assume the risk of injury while participating in this activity even if the PT itself is defective.** I will be responsible for the replacement, at full retail value a PT rented under this agreement, which is not returned in the same condition as it was at the beginning of the tour to this location by the agreed time.

In consideration of being permitted to use a PT, I, on behalf of myself, my children, heirs, executors or assigns, agree to accept the risks of operating or riding a PT and agree not to sue Wisp or any company affiliated with Wisp or its employees or agents if injured, whether fatally or not, while using the PT facilities regardless of any negligence of Wisp, its employees or agents. In the event that I file a lawsuit against **Wisp Resort**, I agree to do so solely in Garrett County, Maryland, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state

I, on behalf of myself, my children, heirs, executors or assigns, agree to hold harmless and indemnify Wisp, its owners, agents, and employees, as well as the equipment manufacturers and distributors, for any loss or damage I may cause to person or property while engaged in operating or riding a PT. This provision includes any loss or injuries that result from damages related to the use of the PT, helmet or protective equipment.

I have read the posted rules and agree to abide by them. I will follow the instructions of the guide at all times and will not engage in racing, bumping another PT or any other stunts while participating in the PT guided tour. I will not engage in any careless or reckless behavior. I am not under the influence of alcohol or drugs, including prescription drugs that may affect my ability to operate or ride a PT. I represent that there is nothing preventing my ability to safely operate and control a PT.

**I have read the above Contract and Release of Liability Agreement and fully understand it. I understand that operating or riding a PT is a purely voluntary activity and that Wisp would not allow me or my minor children to participate in PT riding if I did not agree to the provisions of this Release from Liability. I recognize that I am free not to participate in PT riding and can reject this Release of Liability on behalf of my minor children, and myself but I have voluntarily chosen to sign it. I also agree, while at Wisp, it is possible that my photograph may be taken by a Wisp photographer to be used in various publications.**

**I acknowledge having received basic instruction concerning use and operation of the PT and all of operator's questions and concerns have been answered to operator's satisfaction.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**

**(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by **Wisp Resort** to participate in its Segway Tour and to use its equipment and facilities, I further agree to indemnify and hold harmless **Wisp Resort** from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_