

PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years old)

I confirm that I am the parent/legal guardian* of _____ (print full name of child)("the Child") who is under the age of 18 as at today's date.

I confirm the Child's date of birth is: _____

I hereby give my unconditional consent to the Child taking part in the Segway® Fun Ride/Guided Eco Adventure* using the Segway® Personal Transporter ("PT") provided by Fearon Sholto Investments Pty Ltd trading as Segway Tours Sales and Leasing NT, and Segway Tours NT and all other associated businesses at _____.

I am fully aware that the recommended age of a rider of the PT is 18 and that the recommended weight is between 100 and 260 pounds (equivalent to 45 and 118 kilograms). I confirm that I accept full, sole and unconditional responsibility for the health and safety of the Child as a result of him/her* using and operating the PT including but not limited to the risk of personal injury.

I confirm that the Child has no physical or medical condition that may impair his/her* riding of the PT. I also confirm that the Child is physically able to climb and descend stairs without the support of a handrail or other walking aid and is able to step on and off the PT without assistance.

I am fully aware that all riders are required to undertake supervised training by a representative of Fearon Sholto Investments Pty Ltd trading as Segway Tours Sales and Leasing NT, and Segway Tours NT and other associated businesses on how to operate the PT. I hereby undertake to accompany the Child do the training and to ensure that he/she* has understood how to operate the PT safely. I will when asked to do so acknowledge in writing that he/she* has so understood.

I understand that the Child is required to wear safety headgear while on the PT and further undertake to ensure that the Child will wear the helmet provided and keep it fastened at all times.

I accept that Fearon Sholto Investments Pty Ltd trading as Segway Tours Sales and Leasing NT, and Segway Tours NT and other associated businesses has the right to refuse participation to the Child if in the opinion of its representative; he/she* is incapable or unable to safely ride the PT.

I on behalf of the Child hereby unconditionally waive, release and hold harmless Fearon Sholto Investments Pty Ltd trading as Segway Tours Sales and Leasing NT, and Segway Tours NT and other associated businesses, it's officers, employees and representatives, owners, landowners, affiliated companies, any volunteers, organisers and/or sponsors from and against any and all causes of actions, claims or other liabilities of any nature which may result from the Child participating in the Segway® Fun Ride/ Guided Eco Adventure* using the PT provided by Fearon Sholto Investments Pty Ltd trading as Segway Tours Sales and Leasing NT, and Segway Tours NT and other associated businesses at _____.

Nothing herein is intended to limit liability for death or personal injury resulting from negligence.

Signed: _____

Name: _____

NRIC/Passport No. _____

Date: _____

*Delete as applicable

COMPLETE RELEASE OF LIABILITY

Name of Rider: _____ Date/Time: _____

NRIC/Passport No: _____ Contact No: _____

Address: _____

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 Fearon Sholto Investments Pty Ltd trading as Segway Tours Sales and Leasing NT, and Segway Tours NT and other associated businesses.

- 1. Use and Operation.** I wish to use a PT for a trial experience. I confirm that I have no physical or medical condition that may impair my riding of the PT. I also confirm that I am physically able to climb and descend stairs without the support of a handrail or other walking aid and am able to step on and off the PT without assistance. I confirm that I am not pregnant. 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 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. I am not under the influence of Drugs or Alcohol and that I have not been drinking and have not had any drugs that will impair or influence my ability to ride a PT.
- 2. Assumption of Risk.** I understand and acknowledge that improper operation of the PT has a 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 fully aware that the minimum recommended age of a rider of the PT is 18 and that the recommended weight of the rider is between 100 and 260 pounds (equivalent to 45 and 118 kilograms). I confirm that I accept full, sole and unconditional responsibility for my health and safety as a result of my using and operating the PT including but not limited to the risk of personal injury. I am voluntarily participating in this PT experience 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 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 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 Fearon Sholto Investments Pty Ltd trading as Segway Tours Sales and Leasing NT, and Segway Tours NT and other associated businesses, and all its officers, directors, agents, employees, sub-contractors, and members, owners, landowners, affiliated companies, any volunteers, organisers and/or sponsors from and against any and all causes of actions, claims or other liabilities of any nature whatsoever and howsoever arising which may result from my participation in the Segway® Fun Ride/Guided Eco Adventure and using the PT. I intend by this Waiver and Release to release, in advance, and to waive my rights and discharge all of the persons mentioned above from any and all claims whatsoever and howsoever arising including but not limited to negligence for damages or property damage which I have or which may thereafter accrue to me, as a result of my use of the PT. I understand and agree that this Waiver and Release is binding on my heirs, assigns, and legal representatives. I agree to indemnify and hold Fearon Sholto Investments Pty Ltd trading as Segway Tours Sales and Leasing NT, and Segway Tours NT and other associated businesses harmless from and against any and all claims, demands, causes of action, suits, judgments, decrees, liabilities, obligations, losses, damages, costs and expenses, including legal fees, costs and expenses incurred by Fearon Sholto Investments Pty Ltd trading as Segway Tours Sales and Leasing NT, and Segway Tours NT and other associated businesses with regards 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 my negligence and or 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 failure to fully and completely comply with the terms, provisions and conditions of this Agreement.
- 4. Consent to Medical Treatment.** I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness while riding the PT.
- 5. Governing Law.** This Agreement shall be governed by and construed under the law of The Commonwealth of Australia.

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 of Rider: _____