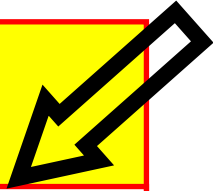


**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT**
(hereinafter referred to as the 'Release Agreement')
**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**



PLEASE READ CAREFULLY !

Signature of Participant

NAME _____ Street Address _____ Tour Date _____

City _____ Prov/State _____ Country _____ PostalCode/Zip _____ Phone _____

TO: Barbara Rivest o/a SHUSWAP UNIQUE ADVENTURE TOURS, and Segway Thompson Okanagan, Her Majesty the Queen in the Right of BRITISH COLUMBIA and Their directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom hereafter referred to as 'The Releasees')

DEFINITION

In this agreement, the term "Segway PT Activities" (hereinafter referred to as "The Activities") shall include all activities in any way related to the Segway PT riding tour, including, but not limited to, orientation and instruction sessions, transportation or travel to and from the tour sites, loading and unloading of vehicles, Segway PTs or equipment, hiking, sightseeing, and all food, water and accommodation provided.

ACKNOWLEDGEMENT – SEGWAY PT RIDING SAFETY

I acknowledge that I must wear a helmet (provided by the Operator), and secure, closed toe flat footwear, while riding a Segway PT. I am aware that the physical exertion required to operate a Segway PT can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with riding a Segway PT. I acknowledge that I am not, nor will I be under the influence of drugs or alcohol while participating in these activities.

ASSUMPTION OF RISKS

I am aware that the Activities involve risks and dangers including, but not limited to hazards posed by bicycles, pedestrians, traffic, weather, the elements, wild and domestic animals, terrain, road, sidewalk or other pathway conditions. Riding paths utilized may not be the safest route between two points. When walking to or from the vehicle or Segway PT there will be irregularities in terrain that may include rocks or other obstacles including both natural and man made obstacles that could cause injury if one is not personally vigilant to avoid them. I agree that I am solely responsible for all damage(s) and injuries incurred or caused by and to myself, pedestrians, property and vehicles while I am operating the Segway PT. I understand the Segway PT is quick to respond and can go both forwards and backwards very easily. Should I decide to drive the Segway PT backwards for more than one foot, I understand I am greatly increasing my chances of injury or death. Communication in the rural areas can be difficult, and in the event of an accident; rescue and medical treatment may not be readily available. I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES AND THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of 'The Releasees' agreeing to my participation in 'The Activities' and permitting my use of their service, equipment, vehicles, parking and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in the Activities, DUE TO ANY CAUSE WHATSOEVER. INCLUDING NEGLIGENCE. BREACH OF CONTRACT. OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE. INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT. ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE;

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activities;
- 3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
- 4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
- 5. That any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.
- 6. **PHOTO RELEASE** – I consent that photographs may be taken of me by the Operator, bystanders or others participants during my participation in the Activities, and to publication of the photographs by the Operators for advertising, promotional and marketing purposes.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of 'The Activities', other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed on (date) _____, 20____.



PARTICIPANT Signature
Print Participant name clearly

GUARDIAN Signature (Must be at least 19 yrs old)
Print Guardian name clearly
WITNESS sign and print (must be at least 19 yrs old)