

Branson Segway and Adventure Center Customer Rental and Liability Waiver

This Release and Waiver of Liability (The "Release") executed on this **DATE** ____/____/2018 by

PRINT Renters Name(s): _____

Address: _____ City: _____ State: _____ Zip: _____

Phone (_____) _____ Email (Optional) _____

(The "Renter") in favor of Attractions Management Group, LLC , its affiliates, members, managers and employees (collectively "Branson Segway & Adventure Center").

The Renter desires to rent from Attractions Management Group, LLC, equipment to be used by Renter, his/her guests, invites, or other persons while in Renters possession. Renter understands that use of this equipment is an inherently dangerous activity which may, by its nature, cause death, injury or harm to Renter, his/ her guests, invites, or other persons.

The Renter does hereby freely, voluntarily, and without duress execute this Release under the following terms:

- Waiver and Release:** Renter understands and acknowledges that this Release discharges Attractions Management Group, LLC, from any liability or claim that the Renter may have against Attractions Management Group, LLC with respect to any bodily injury, personal injury, illness, death or property damage that may result from Renters use and possession of Attractions Management Group, LLC equipment. Renter does hereby release and forever discharge and hold harmless Attractions Management Group, LLC, its promoters, owners, officials, and employed personnel and others who give recommendations, directions, or instructions regarding activities surrounding the use of Attractions Management Group, LLC 's equipment. Furthermore, any claims, demands of whatever kind or nature, either in law or in equity, which arise or may hereafter, arise from Renters possession and use of Attractions Management Group, LLC's equipment shall be dismissed.
- Assumption of the Risk:** Renter understands and acknowledges that this Release discharges Attractions Management Group, LLC from injury, illness, death, or property damage resulting from the possession and use of Attractions Management Group, LLC equipment, Renter recognizes and understands that use of Attractions Management Group, LLC /equipment may involve inherently dangerous activities.
- Insurance:** Renter understands that insurance for liability, health, and medical or disability coverage in any way related to the rental of equipment under this agreement is the sole responsibility of Renter.
- Indemnification:** Renter agrees that he/she will indemnify and hold Attractions Management Group, LLC harmless from any liability resulting from the use of Attractions Management Group, LLC's equipment by Renter, his / hers assigns, heirs, guests, invites or other persons using the equipment while in Renter's possession during rental period.
- Equipment.** Renter assumes responsibility for the condition of Attractions Management Group, LLC's equipment during the rental and transfer period. Damage, harm, loss, or theft caused to Attractions Management Group, LLC's equipment during rental period is solely the responsibility of the renter and compensation values for repairs or replacement of equipment will be determined by Attractions Management Group, LLC. All hardware including internal electronics, motors, batteries, and InfoKeys are the responsibility of the renter. Renter agrees in signing this document that they have been informed of proper care and specific preventative measures to be taken that ensure Attractions Management Group, LLC's equipment is protected from damage.
- Other:** Renter expressly agrees that this Release is intended to be as broad and inclusive as permitted by laws of the State of Missouri and that this Release shall be governed by and interpreted in accordance with the laws of the State of Missouri. Renter agrees that in the event that any clause or provision is not valid it shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.
- In conjunction with this release, I hereby give Attractions Management Group, LLC permission to reproduce my image for any and all professional business purposes, including, but not limited to social networking, presentation, display, and advertising.

It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGES AND COVENANT NOT TO SUE the above-named RELEASEES.

In witness whereof, Renter has executed this Release as of the day and year first written above.

I attest that I am the parent or guardian of the minor children listed herein, and that I agree to allow the minor child to use equipment at Branson Segway & Adventure Center. I fully understand and have read the Release and Waiver of Liability and fully understand the inherent dangers of such activities of use of such equipment and facilities, and further agree to indemnify and hold harmless Attractions Management Group, LLC, its affiliates, members, managers, and employees (Branson Segway & Adventure Center).

Minor Child(ren) included herein, if any:

Name _____ Age _____ Name _____ Age _____

Name _____ Age _____ Name _____ Age _____

Renter's Signature(s): X _____ **Date** ____/____/____ X _____ **Date** ____/____/____