



## LEGAL DISCLAIMER for riding a SEGWAY

1. This disclaimer relates to operating a Segway vehicle. SEGYtours hereby declares that use and operation of a Segway vehicle entails a not inconsiderable risk and that it is incumbent on the operator of the vehicle to make his- or herself aware of this.
2. All use of SEGYtours vehicles and all activities undertaken with them is therefore entirely at the risk of the vehicle's operator. SEGYtours accepts no liability under any circumstances whatsoever.
3. When using a SEGYtours vehicle, the operator should note that it is defined under Austrian law as a bicycle – and must therefore be treated as such. This applies to safety considerations, in particular to wearing a helmet.
4. This disclaimer includes a refusal of all liability to SEGYtours, no matter with which legal grounding it is claimed, especially in relation to damages claims, due either to fault or to posing a hazard. SEGYtours will only accept liability for personal injury, damage to property or financial loss caused directly through the actions of SEGYtours employees – either with intent or due to negligence.
5. Vehicles loaned from SEGYtours may only be operated by the person under whose name the vehicle was loaned. This person will have signed this disclaimer. It is forbidden to pass on Segway vehicles to a third party; in so doing, the person renting the vehicle automatically assumes liability for any damages resulting from this course of action. SEGYtours refuses all third-party liability.
6. All users of SEGYtours vehicles assume all legal responsibility – in both the civil as well as criminal courts – for any personal injury, damage to property or financial loss caused by the vehicle they are operating.
7. Persons with disabilities or those who are under the influence of alcohol, drugs or medication are not allowed to operate Segway vehicles. We expressly discourage pregnant women as well as people with high blood-pressure and/or heart problems from using Segway vehicles.
8. When using Segway vehicles, the operators should obey representatives of the rental service at all times. The rental service and its staff will not be held liable for any damages that result from accidents – caused either by the operator a third party vehicle – or from inappropriate use of the vehicle, or from a failure to obey instructions given by the rental service and its employees. If such a failure results in damages to a third party, SEGYtours is indemnified against liability.
9. I hereby state that, before using the Segway vehicle I have rented, I was informed about how to operate it. I confirm that I have read and understood the following safety rules.
  - a. Use of Segway in Austria is legally identical to using a bicycle. This means that Segway vehicles may only be used by minors (under 18 years of age) in the presence of an adult.
  - b. Segway vehicles may use only the same rights of way as bicycles. In particular, riding a Segway vehicle on pavements or indesignated pedestrian zones is prohibited.
  - c. It is forbidden to dismount from the vehicle while it is in movement. Both feet must remain on the platform while the vehicle is moving. The platform requires input from both feet-pressure sensors in order to be operational.
  - d. Photography or video recordings may not be made by the Segway operator whilst the vehicle is in movement. As a general rule, both hands should be on the steering apparatus at all times. Riding “no hands” or with only one hand is strictly forbidden, with one exception only: one hand may be removed to indicate intended direction before a turn.
  - e. Segway operators should always orientate their speed to the speed of other traffic or to their surroundings generally.
  - f. When Segways are travelling in a group, each operator should keep at least ten metres distance between himself and the vehicle ahead. Sideways, there should always be at least a meters distance between vehicles.
  - g. It is the responsibility of the vehicle operator to take into account obstacles such as uneven surfaces, potholes and puddles and to avoid them. It is strictly forbidden to ride over kerbs or similar obstacles: this could lead to an accident. At such points, the rider should dismount and push the Segway vehicle.
  - h. Only one person is allowed per vehicle. It is prohibited to take passengers – especially children.
  - i. When using Segway vehicles, the operators should obey representatives of the rental service vehicle at all times. Failure to do so could result in a premature termination of the rental period. Should this occur, any fees paid are refunded; this will also be enforced when rental service staff have grounds to suspect that an operator is under the influence of drugs or alcohol.
  - j. After the rental period has expired, the Segway vehicle is to be returned to the rental service. Any damage to the vehicle should immediately be reported at this time.

**By signing this disclaimer, I confirm that I have read, understood and I am in agreement with all the safety rules and the terms and conditions of the disclaimer. In addition, I expressly acknowledge the validity of the Terms and Conditions of SEGYTURNS, which are available at [www.segytours.at](http://www.segytours.at). I declare my agreement that photographs taken by SEGYTURNS during the tour may be used without restrictions, ie for advertising purposes and in social media.**

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Pre- and surname

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Telephone

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Adress

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City, date

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Signature

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Postcode, city

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Minors need the signature of people holding legal responsibility for them.