

PINKERTON ACADEMY

RELEASE AND WAIVER OF LIABILITY

IN CONSIDERATION of being able to use a Segway PT and/or iBOT for demonstration purposes at the NH TECHFEST on November 14, 2009, the undersigned (Releasor), for themselves and their heirs, executors, administrators, personal representatives, successors or assigns hereby:

1. releases, waives and discharges from all liability to the undersigned (and the undersigned’s child if the undersigned is signing this Release so that the undersigned’s child may use a Segway PT and/or iBOT) , and covenants not to sue Pinkerton Academy and its officers, directors, trustees, employees, agent and volunteers, and John Kerwin, Jacob Scarpaci, Segway, Inc., DEKA Research & Development Corp., and United States Foundation for Inspiration and Recognition of Science and Technology and all of their directors, officers, agents, and employees (collectively the "Releasees"), on account of or with respect to any and all loss or damage, and any claim or demands therefore, on account of injury (including death) to the person or property of the undersigned (or the undersigned’s child in the undersigned is signing this Release so that the undersigned’s child may use a Segway PT and/or iBOT), whether caused by the negligence of the Releasees or otherwise, in any way related to or arising out of use of the Segway PT and/or iBOT; and
2. assumes full responsibility for and risk of personal injury (including death) or property damage due to the negligence of Releasees or otherwise while using the Segway PT or iBOT; and
3. covenants and agrees at all times to indemnify and hold harmless the Releasees to the fullest extent permitted by law, from any and all claims, suits, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising either directly or indirectly out of my using the Segway PT or iBOT; and
4. agrees to follow all applicable school guidelines.

If any court determines this Release to be unenforceable in accordance with its terms, then this Release shall be enforced by such court to the fullest extent permitted by law, and any court so considering the enforceability of this Release is expressly authorized to reform this Release by the minimum amount necessary to give it the maximum possible effect.

IN WITNESS WHEREOF, the undersigned has executed this Release this _____ day of

_____.

Witness to Signature

Signature of Releasor (Parent/Guardian)

Please Print Name

Please Print Name