

Xero Technology
XTR Ltd
12 St Paul's Road
Newton Abbot
TQ12 2HP
Tel: 0845 4590056



BY PURCHASING A XERO EBOARD CUSTOMER AUTOMATICALLY AGREES TO THE FOLLOWING TERMS AND CONDITIONS.

Liability Waiver and Release: PLEASE READ THIS CAREFULLY

Part 1 ASSUMPTION OF RISKS:

1.

- 1) I am aware that using motorised skateboards involves many risks, dangers and hazards, some foreseeable but others are not, including but not limited to: those arising from using a motorised skateboard or associated with using motorised skateboards.
- 2) I accept these risks, and all others arising from using motorised skateboards even if arising from the negligence, or gross negligence, by or on the part of Xero Technology, its agents, employees, directors, officers, or any other person or organization assisting in the company (the "Releasees") including failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of using a motorised skateboard.
- 3) I understand that all applicable rules for using motorised skateboards in the UK must be followed and that SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME, including my physical and emotional preparation and fitness to participate in motorised skateboarding.
- 4) I undertake and agree to remove myself from participation in the use of motorised skateboards if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason.
- 5) I AM AWARE AND UNDERSTAND THAT IF I AM INJURED IN ANY WAY whilst using a motorised skateboard THAT I EXPRESSLY ASSUME THE RISK OF ANY INJURIES, INCLUDING DEATH, AND THAT I WILL NOT HOLD LIABLE THE RELEASEES FOR THE SAME. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH USING A using a motorised skateboard AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Part 2 RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

2.

In consideration of purchasing a motorised skateboard, and 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 may have or may have in the future 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 motorised skateboarding, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, and including the failure on the part of the RELEASEES to safeguard or protect me from the risks, dangers and hazards of motorised skateboarding;
- 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 motorised skateboarding;
- 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 with the laws of Great Britain; and
- 5) That any litigation involving the parties of this Agreement shall be brought within Great Britain. In entering into the Agreement I am not relying on any oral or written representations or statements made by the RELEASEES with respect to the safety of motorised skateboarding, other than what is set forth in this agreement. I confirm that I have carefully read and understood this agreement and I am aware that by purchasing a Xero eBoard this agreement becomes legally binding I am waiving certain legal rights, which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

In purchasing a motorised skateboard from Xero technology, I agree that I have read, understood and accept all the liability waivers as set out in this text.