

**TRACKCHAIR ASSUMPTION OF RISK, RELEASE, AND WAIVER AGREEMENT**  
**2026 SEASON**

We at Pittsburgh Parks Conservancy (“PPC”) are pleased to provide you with a Trackchair (the “Chair”) for your recreational enjoyment of Frick Park (the “Park”). In return, you and any user and/or companion/caregiver who has elected to operate the Chair via attendant control must acknowledge and agree that using the Chair and exploring the Park are dangerous, agree to the Terms of Use attached hereto as Exhibit A and the terms below, and waive all rights to sue for any and all injuries sustained arising from or relating to use of the Chair at the Park. Read this document carefully and sign and date at the bottom. **BY SIGNING THIS DOCUMENT, YOU GIVE UP ALL RIGHTS TO SUE THE PITTSBURGH PARKS CONSERVANCY, THE CITY OF PITTSBURGH (“CITY”) AND THEIR AGENTS, EMPLOYEES, CONTRACTORS, OR VOLUNTEERS IN CONNECTION WITH YOUR USE OF THE CHAIR AND VISIT TO THE PARK.**

**THIS IS A RELEASE OF LEGAL LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

1. **USING THE CHAIR IS DANGEROUS:** Use of the Chair can result in injury or death. We cannot possibly list all the risks, but we have listed some of them below. You accept all the risks listed, as well as all risks not listed, in any way connected to your visit to the Park and your use or operation of the Chair. Risks include, but are not limited to:

- The Chair is battery powered. The Chair could roll away if the power is not turned off. Brake failure could occur.
- The Chair can flip or roll. The paths, trails, lots, and other areas of the Park are not flat, increasing the risk that the Chair will flip or

roll. You will encounter inclines, rocks, roots, curbs, bridges, and other obstacles, further increasing the risk.

- The Chair is difficult to steer and control. You could lose control, roll down a hill, or crash into objects, other people, or the ground. You will encounter hikers, dogs, mountain bikers, horses, and other trail users, and cars and other vehicles on roads and parking lots.
- You could become stranded. The Chair could break down or the battery could run out of charge, leaving you stranded. Help may take a long time to reach you.
- Operating the Chair is physically demanding. You could suffer hyperthermia (too hot) or hypothermia (too cold) or other injuries or illnesses. Navigating over uneven ground can cause strong vibrations or other sudden or jarring movements. You could also be injured getting into or out of the Chair, whether under your own power or with help.
- Use of the Chair may involve transport in another vehicle. PPC staff, contractors, or volunteers may need to transfer you by car, truck, or other vehicle to or from the starting and ending points for your use of the Chair. You could be injured entering or exiting such a vehicle, or while riding in one.
- **BY SIGNING THIS TRACKCHAIR ASSUMPTION OF RISK, RELEASE, AND WAIVER AGREEMENT YOU ARE AGREEING TO THE FOLLOWING:**

**2. ASSUMPTION OF ALL RISK.** By signing this Trackchair Assumption of Risk, Agreement, and Waiver. I understand and acknowledge that use or operation of the Chair may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand that my use or operation of the Chair may not be supervised and that PPC does not

provide medical services. I further acknowledge that any injury I may sustain while using or operating the Chair may be compounded by negligent or delayed medical service or negligent or delayed assistance by PPC and or the CITY. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OR OPERATION OF THE CHAIR, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY NEGLIGENCE OF THE PITTSBURGH PARKS CONSERVANCY AND/OR THE CITY OF PITTSBURGH AND THEIR AGENTS, EMPLOYEES, CONTRACTORS, OR VOLUNTEERS.

**3. RELEASE FROM LIABILITY.** I HEREBY AGREE, ON BEHALF OF MYSELF, MY HEIRS AND MY PERSONAL REPRESENTATIVES, TO FULLY AND FOREVER DISCHARGE AND RELEASE THE PITTSBURGH PARKS CONSERVANCY AND THE CITY OF PITTSBURGH AND THEIR AGENTS, EMPLOYEES, CONTRACTORS, OR VOLUNTEERS (“RELEASED PARTIES”) FROM ANY AND ALL CLAIMS I MAY HAVE OR HEREINAFTER HAVE FOR ANY INJURY, TEMPORARY OR PERMANENT DISABILITY, DEATH, DAMAGES, LIABILITIES, EXPENSES AND/OR CAUSES OF ACTION, NOW KNOWN OR HEREINAFTER KNOWN IN ANY JURISDICTION IN THE WORLD, ATTRIBUTABLE OR RELATING IN ANY MANNER TO MY USE OR OPERATION OF THE CHAIR, WHETHER CAUSED BY THE NEGLIGENCE OF PPC OR ANY OF THE RELEASED PARTIES OR BY ANY OTHER REASON. I ACKNOWLEDGE AND AGREE THAT THIS RELEASE AND WAIVER OF LIABILITY FOR A POTENTIALLY DANGEROUS ACTIVITY IS INTENDED TO BE, AND IS, A COMPLETE RELEASE, AS MUCH AS ALLOWED BY LAW, OF ANY RESPONSIBILITY OF THE RELEASED PARTIES FOR ALL PERSONAL INJURIES, TEMPORARY OR PERMANENT DISABILITY, DEATH, AND/OR PROPERTY DAMAGE SUSTAINED BY ME WHILE USING OR OPERATING THE CHAIR.

**4. COVENANT NOT TO SUE.** I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while using or operating the Chair.

5. **INDEMNIFICATION**. I HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS PPC, THE CITY, AND THE RELEASED PARTIES FROM AND AGAINST ANY THIRD-PARTY LOSSES, DAMAGES, ACTIONS, SUITS, CLAIMS, JUDGMENTS, SETTLEMENTS, AWARDS, INTEREST, PENALTIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) AND COSTS OF ANY KIND FOR ANY PERSONAL INJURY, LOSS OF LIFE OR DAMAGE TO PROPERTY SUSTAINED ARISING FROM OR RELATED TO OF MY USE OR OPERATION OF THE CHAIR, EVEN IF EVEN IF SUCH CLAIMS ARISE FROM THE NEGLIGENCE OF THE PITTSBURGH PARKS CONSERVANCY AND/OR THE CITY OF PITTSBURGH AND THEIR AGENTS, EMPLOYEES, CONTRACTORS, OR VOLUNTEERS.

6. **MEDICAL TREATMENT RELEASE**. I hereby authorize PPC to secure, and I consent to, any medical treatment that may be given to me should PPC determine, in its sole discretion, that I need medical care, as a result of my being in the Park or from my use or operation of the Chair. I accept full responsibility for all costs related to my medical treatment, including any transport costs, and I release all parties involved from any type of liability for anything that may happen during my treatment or transport.

7. **RESPONSIBILITY FOR PERSONAL PROPERTY**. I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring into the Park in connection with my use or operation of the Chair, and that PPC will not be responsible for or provide any security for my property and personal belongings.

8. **NO REPRESENTATIONS BY PPC**. I acknowledge that PPC makes no representation as to the safety of my use of the Chair or any other equipment or used in connection with my use or operation of the Chair. I accept and shall use and operate the Chair in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by PPC or its agents, employees, contractors, or volunteers regarding this Trackchair Assumption of Risk,

Agreement, and Waiver or the Chair, except to the extent such representations are expressly set forth in this Trackchair Assumption of Risk, Release, and Waiver Agreement.

9. **GOVERNING LAW AND VENUE**. This Trackchair Assumption of Risk, Release, and Waiver Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Assumption of Risk, Release, and Waiver Agreement must be brought exclusively in any state or federal court located in Allegheny County, Pennsylvania.

10. **WAIVER**. No waiver of any term or right in this Trackchair Assumption of Risk, Release, and Waiver Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

11. **SURVIVAL**. Any provision of this Trackchair Assumption of Risk, Release, and Waiver Agreement providing for performance by either party after termination of this Agreement shall survive such termination and shall continue to be effective and enforceable.

12. **COMPLIANCE WITH LAWS**. In the performance of the terms of this Trackchair Assumption of Risk, Release, and Waiver Agreement and use of the Chair, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

13. **SEVERABILITY**. If any provision or portion of this Trackchair Assumption of Risk, Release, and Waiver Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

14. **ENTIRE AGREEMENT; MODIFICATION; BINDING EFFECT.** This Trackchair Assumption of Risk, Release, and Waiver Agreement and the Attached Exhibit A, "Terms of Use," is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this Trackchair Assumption of Risk, Release, and Waiver Agreement shall be valid unless in writing and signed by authorized representatives of the parties. This Trackchair Assumption of Risk, Release, and Waiver Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OR OPERATION OF THE CHAIR IN THE PARK, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY NEGLIGENCE OF PPC, THE CITY, THEIR AGENTS, EMPLOYEES, CONTRACTORS, OR VOLUNTEERS.

**SIGNATURE**

I, \_\_\_\_\_(Trackchair user name), have read this Trackchair Assumption of Risk, Release, and Waiver Agreement carefully, and I acknowledge and agree to all of its terms.

Signature of Trackchair User \_\_\_\_\_

Date \_\_\_\_\_

**If the individual using the Chair is being assisted by a companion or caregiver who is operating the Chair by Attendant Control, the companion or caregiver shall ALSO execute this Assumption of Risk, Release, and Waiver Agreement:**

I, \_\_\_\_\_(companion/caregiver print name), have read this Trackchair Assumption of Risk, Release and Waiver

Agreement carefully, and I acknowledge and agree to all of its terms.

Signature of Companion/Caregiver \_\_\_\_\_

Date \_\_\_\_\_

**If the individual using the Chair is a minor under the age of 18:**

I acknowledge that I am the legal guardian of the Minor whose name appears below, that I have read the foregoing Assumption of Risk, Release, and Waiver Agreement carefully, and that I agree to all the terms on behalf of the Minor.

Name of Minor (print name) \_\_\_\_\_

Signature of Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

**If the individual using the Chair lacks the physical or mental capacity to sign and has a guardian or representative with legal authority to sign this Assumption of Risk, Release, and Waiver Agreement on the individual's behalf:**

I, \_\_\_\_\_ (print name), am the legally authorized representative of \_\_\_\_\_ (Trackchair user print name), who is unable to sign this consent on their own behalf. I have read this Trackchair Assumption of Risk, Release and Waiver Agreement carefully, and I acknowledge and agree to all of its terms on behalf of \_\_\_\_\_ (Trackchair user print name).

Signature of Legal Representative \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT A TO TRACKCHAIR ASSUMPTION OF RISK, RELEASE, AND WAIVER AGREEMENT,**

### **TRACKCHAIR TERMS OF USE**

I understand and agree to the following Trackchair terms of use:

- Obey all written and verbal instructions of PPC staff and volunteers.
- Only one person is allowed on the Chair at any time.
- Controls must be in the off position before sitting in the Chair and before getting out of the Chair.
- A seat belt is required.
- Stair climbing or steep inclines that could cause the Chair to tip over are not permitted.
- The Chair cannot navigate a slope 20-degrees or more.
- In the event of severe weather or an act of nature, PPC staff have the right to refuse the reservation of the Chair for safety reasons.
- If it is raining, the joystick and the attendant control cannot get wet.
- The Chair user and any companion or caregiver operator must complete an orientation to familiarize themselves with the Chair and its operations and capabilities. Start slow, and do not go beyond the limits of your own skill, understanding, and ability.
- The Chair user must not carry and/or hold the leash of a service animal or pet(s). Service animals and pets are welcome to join but must be in the control of a companion/caregiver or other visitor.
- The Chair must be used safely and responsibly at all times.
- Only use the Chair on designated trails. PPC staff and volunteers will instruct you on which trails you may use with the Chair. Do not use the Chair on trails that PPC staff or volunteers tell you are off limits.
- A trained volunteer will accompany all Trackchair users on their first outing to help ensure a safe and comfortable experience.
- For future outings, Trackchair users may choose whether or not to have a volunteer present.
- If a Trackchair user would like to go on future outings without a volunteer, they (or their support partner) must complete a brief evaluation at the

end of their first outing. This evaluation ensures comfort and competency with Trackchair operation, driving skills, and safety procedures.

- Approval to proceed without a volunteer is at the discretion of PPC staff.
- Neglectful use is forbidden. It is defined as using the Chair outside of designated areas; disobeying any written and designated rules of the Park displayed in and around the park or provided in this document, other required forms, and in the user guide, or displayed on Chair; or engaging in any other behavior that poses a risk of harm to the Trackchair user or any other person, wildlife, or property.

## **SIGNATURE**

I, \_\_\_\_\_(Trackchair user print name), have read this Exhibit A to Trackchair Assumption of Risk, Release, and Waiver Agreement, "Terms of Use," carefully, and I acknowledge and agree to all of its terms.

Signature of Trackchair User \_\_\_\_\_

Date \_\_\_\_\_

**If the individual using the Chair is being assisted by a companion or caregiver who is operating the Chair by Attendant Control, the companion or caregiver shall ALSO execute this Trackchair Assumption of Risk, Release, and Waiver Agreement:**

I, \_\_\_\_\_(companion/caregiver print name), have read this Exhibit A to Trackchair Assumption of Risk, Release, and Waiver Agreement, "Terms of Use," carefully, and I acknowledge and agree to all of its terms.

Signature of Companion/Caregiver \_\_\_\_\_

Date \_\_\_\_\_

**If the individual using the Chair is a minor under the age of 18:**

I acknowledge that I am the legal guardian of the Minor whose name appears below, that I have read this Exhibit A to Trackchair Assumption of Risk, Release, and Waiver Agreement, "Terms of Use," carefully, and that I agree to all the terms on behalf of the Minor.

Name of Minor (Print name) \_\_\_\_\_

Name of Legal Guardian (Print name) \_\_\_\_\_

Signature of Legal Guardian \_\_\_\_\_

Date \_\_\_\_\_

**If the individual using the Chair lacks the physical or mental capacity to sign and has a guardian or representative with legal authority to sign Trackchair Assumption of Risk, Release, and Waiver Agreement on the individual's behalf:**

I, \_\_\_\_\_(representative print name), am the legally authorized representative of \_\_\_\_\_ (Trackchair user print name), who is unable to sign this consent on their own behalf. I have read this Exhibit A to Trackchair Assumption of Risk, Release, and Waiver Agreement carefully, and I acknowledge and agree to all of its terms on behalf of \_\_\_\_\_ (Trackchair user print name).

Signature of Legal Representative \_\_\_\_\_

Date \_\_\_\_\_