

RELEASE OF LIABILITY, CLAIM WAIVER AND ASSUMPTION OF RISK AGREEMENT - CERVÉLO SA



AGREEMENT

By accepting the loan and use of the products offered in the Test & Win Program, you are agreeing to:

- 1) Be bound to the terms set forth below; and
- 2) Require anyone using this product to be bound by such terms.

If you are unwilling to be bound by these terms, return the products offered before use.

Assumption of the risk

Use of Cervélo SA ("Cervélo") product, including bicycles, frames, and peripherals (the "Product") and any of its components involves certain inherent risks, dangers and hazards, which can result in serious personal injury and death. In using this product, you freely agree to assume and accept any and all known and unknown risks of injury while using it, such risks include but are not limited to the following, bodily injury, disease, strains, fractures, partial or total paralysis, heat stroke or other heat related injuries, heart attack, mental duress, cuts, bruises, abrasions, other injuries that could cause serious disability and death. You further acknowledge and agree that it is your responsibility to wear an ANSI approved and properly fitted protective headgear when participating in the Test & Win Program and that Cervélo is not responsible for your failure to comply with this requirement.

Release and Waiver of Claims Agreement

In consideration of the loan of the Product to you, you hereby agree to the fullest extent permitted by law to waive any and all claims that you have or may in the future have against Cervélo, its affiliates, partners, dealers, employees, directors, officers, or agents, or any individual other involved in the Test & Win Program, resulting from use of the Product and any of its components, and to release the aforementioned Cervélo from any and all liability for any loss, damage, injury or expense that you or any users of the Product may suffer, or that your next of kin may suffer, as a result of the use of the Product due to any cause whatsoever, including negligence or breach of contract on the part of Cervélo or any individual involved in the Test & Win Program and also including any defect in the design, manufacturing or assembly of the Product. You further acknowledge that Cervélo and the dealer do not have insurance coverage for your personal use of the bicycle.

Binding Effect of Agreement

In the event of your death, injury or incapacity, this agreement shall be effective and binding upon your heirs, next of kin, executors, administrators, assigns and representatives.

Entire Agreement

In entering into this agreement, you are not relying upon any oral or written representations other than what is set forth in this agreement. If any provision of this agreement is found to be void at law, the provision shall be severable and the remainder of this agreement shall be of full force and effect. To the fullest extent permissible, this agreement shall be interpreted under the laws of the Province of Ontario and you irrevocably attorn to the jurisdiction of the courts of Ontario, Canada.

Dated this _____ day of _____, 200__.

BY SIGNING BELOW YOU CERTIFY THAT YOU HAVE NO UNDISCLOSED HEALTH ISSUES WHICH WOULD CONTRIBUTE TO AN INJURY OR LIMIT YOUR ABILITY TO PARTICIPATE IN AND THAT YOU HAVE THE REQUISITE SKILL TO PARTICIPATE IN THE TEST & WIN PROGRAM.

Signature

Witness Signature

Print Name

Witness Print Name

Age

Street

City

Province/State

Country

Email Address

Signature of Parent or Guardian* if under 18: _____

* By signing here, you agree to be bound by the terms and conditions of the release and waiver as set out above.

TEMPORARY USE AGREEMENT

Bicycle Serial Number _____

Amount _____

Credit Card Number _____

Date received _____

Phone Number _____

Email address _____

Date Due _____

Your card will only be charged the full retail price of the bicycle if the equipment is damaged beyond reasonable wear and tear or not returned by the date due. You agree that failure to return the bicycle shall entitle the dealership to charge your credit card, in the full amount set out above and that such transaction shall constitute a sale.

Signature _____