

## **Acknowledgment of Risks and Hazards Waiver and Assumption of Risk**

The undersigned, (Customer), voluntarily makes and grants this **ACKNOWLEDGEMENT OF RISKS AND HAZARDS – WAIVER AND ASSUMPTION OF RISK** in favor of Échappé Equipment (Seller) as partial consideration, in addition to monies paid to Seller, for the opportunity to use the equipment, materials of Seller; and/or receive assistance, guidance, and/or instruction from the personnel of Seller.

I accept for use as is, the equipment and related parts, and accept full responsibility for their care until returned to Seller. **I UNDERSTAND THAT THIS EQUIPMENT IS FOR MY PERSONAL USE ONLY.**

Any damage to the equipment beyond reasonable wear and tear, up to and including **TOTAL LOSS**, will be my responsibility for which I agree to compensate Seller and I authorize Seller to charge my credit card for a deposit equal to full replacement cost of such equipment to cover such responsibility. Seller agrees to rebate any portion of such deposit not necessary to satisfy my obligations under this agreement at the time of return or promptly after the cost of repairing any such excess damage has been determined.

Performance of the equipment, or any malfunctions or shortcomings of the equipment while in the customer's possession, is not the responsibility of Seller.

I understand and recognize **THAT BOTH RECREATIONAL AND COMPETITIVE** cycling and the use of cycling equipment are inherently dangerous, and that there are certain risks, dangers and perils connected with such use, which I hereby acknowledge and which I fully understand, **AND WHICH I NEVERTHELESS ACCEPT, ASSUME AND UNDERTAKE.** I understand that Seller is in no way responsible for any and all risks of injury or death I may sustain while utilizing Seller's equipment, and I agree to **RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS** Seller, its owners, directors, officers, shareholders, employees, representatives, agents, employees, and their respective agents, estates, heirs, executors, administrators, assigns and others, as well as the related equipment manufacturers, distributors, and their respective representatives (all hereafter **RELEASEES**), from any and all losses damages, costs and attorneys fees resulting from any and all claims and or suits for personal injury, death and/or property or other damage that may in any way arise from my use of Seller's equipment, or reliance on Seller's actions or representations, and my participation in cycling, recreational or competition, or related activities. I understand that the Releasees are not responsible for the consequences of their own negligence, that is, their failure to use reasonable care in any way.

I understand that this agreement is binding upon my heirs, executors, administrators, and assigns. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that there have been no warranties given to me, express or implied, which extend beyond the specific description of the equipment and related parts given on this form.

I have read the above paragraphs and fully understand them. I understand that this is a **FULL AND FINAL RELEASE OF LIABILITY**, which will legally prevent me or any other person from filing suit or making any other claims for damages against the **RELEASEES** in the event of personal injury, death or property damage arising from my use of the equipment. I further warrant that I have been offered manufacturers or other suitable literature for all of Seller's equipment and related parts, been given an opportunity to fully inspect and ask questions concerning Seller's equipment and related parts, which in each instance have been answered to my satisfaction, and that I freely and voluntarily enter into this agreement. I have made no misrepresentations to Sellers regarding my name, age, or medical condition.