

2009 ÉRIDE TEST PROGRAM WAIVER AND RELEASE FORM



In consideration of Cervélo SA and/or its dealer furnishing equipment, including but not limited to a Cervélo SA bicycle to enable me to participate in the test ride program, I acknowledge and agree as follows:

1. I fully understand and acknowledge that:
 - (a) Risks and dangers exist in my use of any and all bicycle equipment, including Cervélo SA bicycles and my participation in the test ride program;
 - (b) My participation in such activities and/or uses of such equipment may result in, but is not limited to, 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;
 - (c) These risks and danger may be caused by the negligence of officers, directors, employees, agents, and service providers of Cervélo SA ("Cervélo Indemnities) and/or the negligence of others, accidents, breaches of contract, uncontrollable forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes;
 - (d) By my participation in the Cervélo SA test ride program and/or use of Cervélo SA equipment, I hereby assume all risks and dangers and all responsibility for any loss and/or damages, whether caused in whole or in part by the negligence or other conduct of officers, directors, employees, agents, or service providers to Cervélo SA, or by any other entity;
 - (e) I understand that Cervélo SA bicycles contain other products which have not been tested (e.g. wheels, seats, etc.) by Cervélo SA;
 - (f) I understand that I am not covered by any warranty or policy of insurance and that any injury I may suffer as a result of my riding or use of the Cervélo SA product;
 - (g) I understand that I am participating in the test ride program at my own risk, freely and voluntarily without any inducement or duress.
2. I, on behalf of myself, my personal and/or business representatives, next of kin and my heirs, assigns, and executors, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the Cervélo Indemnities from any and all claims, actions, or losses for bodily or mental injury, property damage, wrongful death or injury, loss of services, loss of income, or otherwise which may arise out of my use of Cervélo products or other equipment in connection with my participation in the test ride program.
3. I grant an irrevocable and perpetual world-wide license to the Cervélo Indemnities to use my name and/or likeness, voice, any and all recorded, filmed, video, digital, sketched and photographed likeness of me in promotional materials, internal business materials, marketing materials, including but not limited to print, digital, online, radio and television advertising and further waive any and all rights to compensation as a result of my name and/or likeness or voice being used. I agree that the opportunity to participate in the test ride is sufficient consideration for the above license.
4. I further acknowledge and agree that it is my responsibility to wear an ANSI approved and properly fitted protective head gear when participating in the Cervélo SA test ride program and that the Cervélo Indemnities are not responsible for my failure to comply with this requirement.
5. I consent to the collection, retention, use and disclosure of my personal information below for identification purposes, security purposes, and marketing purposes by Cervélo SA.
6. This agreement is an entire agreement and I acknowledge and agree that no verbal or other written communication to me by Cervélo SA Indemnities shall bind Cervélo SA Indemnities.
7. Where a portion of this agreement is barred by statute or by operation of law, the remainder of the agreement shall be of full force and effect.

Dated this ____ day of _____, 2009.

Signature _____

Print Name _____

Street _____ City _____

Province/State _____ Country _____

Email address _____