



## Wheel Demo Waiver Form

### *Release of Liability/Agreement Not to Sue*

I hereby RELEASE TRISPORTS.COM and it's owners, agents, employees or contractors from any and all liability for injuries or damages to the user of the equipment listed on this form, or to any other person, or for any property damages resulting from negligence, the selection, installation, maintenance, adjustment, and use of this equipment. In addition they shall not be held liable for any consequential damages. I AGREE NOT TO MAKE A CLAIM AGAINST OR SUE this event sponsor, TRISPORTS.COM, or their owners, agents, employees or contractors for injuries or damages related to cycling and/or this equipment.

I understand and am aware that cycling is a HAZARDOUS ACTIVITY, involving INHERENT AND OTHER RISK of injury to any and all parts of the body. I further understand that INJURIES IN THE SPORT OF CYCLING ARE A COMMON AND ORDINARY OCCURRENCE, and freely accept and assume those risks.

I have received satisfactory answers to all my questions regarding the use and function of this equipment. If at any time I feel the equipment is not functioning properly, I will stop using it and return it for inspection and for any needed repairs or adjustments.

I hereby acknowledge cost to demo a wheelset entitles me to UPS Ground shipping to and from my location in the Continental United States, plus **NO MORE THAN 7 TOTAL DAYS** possession of the wheelset. The demo wheelset will be shipped back to TriSports.com on or before the first business day after the 7 days of possession are complete. I will ship the wheelset back to TriSports.com using the included pre-paid, pre-addressed return UPS shipping label. I give permission to TriSports.com to charge my credit card \$50 per day for each day beyond the allotted 7 day demo period I keep the demo wheelset in my possession. I give permission to TriSports.com to charge my credit card the retail value of the demo wheelset in the event the wheelset is overdue more than 14 days. I acknowledge that I will receive a credit in the amount of cost of the demo wheelset if I purchase a wheelset within 30 days upon returning the demo wheelset..

I acknowledge the equipment, at all times, remains the exclusive property of TriSports.com. I understand that I will assume complete responsibility in the event of damaging or losing possession of the demo wheelset. I acknowledge that I will be charged up to the full retail value of the demo wheelset to replace the damaged or missing product as well as all repairs needed.

TriSports.com will only ship a demo wheelset to the billing address of the credit card used. TriSports.com will not ship a demo wheelset outside of the continental United States. TriSports.com will provide with the shipment a demo wheelset, wheelbag, skewers, cassette, tires, and tubes in addition to a pre-paid UPS return label.

I hereby agree to accept the terms and conditions of this contract. This document constitutes the final and entire agreement between this event sponsor, Tri-Sports.com, and the undersigned. THERE ARE NO WARRANTIES, expressed or implied, which extend beyond the description of the equipment provided for my test ride and I accept this equipment AS IS.

I HAVE CAREFULLY READ THIS AGREEMENT and fully understand the release of liability provisions it contains. I am aware that this release of liability acts as a contract between myself and the sponsor of this event and I sign it on my own free will.