



## Saddle Demo Waiver Form

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

I hereby RELEASE TRISPORTS.COM and its 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 program administrator, 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 the cost to demo a single saddle is \$50 and entitles me possession of the demo saddle for **up to 14 days** and UPS Ground shipping to and from my location within the Continental United States. I will ship the demo saddle 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 \$20 per day for each day beyond the allotted 14 day demo period that I keep the demo saddle in my possession.

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 saddle. I acknowledge that I will be charged up to the full retail value of the demo saddle to replace the damaged or missing product as well as all repairs needed.

TriSports.com will only ship a demo saddle to the billing address of the credit card used. Only credit cards will be accepted for a demo, no Paypal, money order or wire transfer transactions will be accepted unless we also have a valid credit card on file. Shipping is only available in the Continental United States.

Upon purchasing a new saddle from TriSports.com within 30 days of returning the demo saddle, a store credit in the amount of \$50 will be applied to the new purchase. A maximum of \$150 (3 demos) may be applied to the purchase of a new saddle.

By completing my order online with TriSports.com, I hereby agree to accept the terms and conditions of this contract. This document constitutes the final and entire agreement between 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 administrator of this program and I agree to it of my own free will.