

BuildASkiBike.Com LLC,

Date of sale _____

Sold to: _____

Address _____

Release of Liability

PLEASE READ CAREFULLY BEFORE SIGNING THIS RELEASE OF LIABILITY AND WAIVER – YOU ARE RELEASING BuildASkiBike.Com LLC, known as Seller, FROM CERTAIN LIABILITIES.

- 1) I, the undersigned (hereinafter referred to as Purchaser) being of at least 18 years old, have read, understood, and willingly have signed the following release in exchange for the purchase of product(s) available from Seller. Seller is known to me as a retailer.
- 2) Purchaser accepts product “as is” from Seller. Seller warrants equipment only as described in writing either on the web, or by other written means, and as listed on the provided sales receipt, written or electronic. No other warranty exists between Purchaser and Seller. Purchaser accepts full responsibility for the maintenance of product purchased, or for loss or damage after delivery. Both parties agree to shipper insurance if purchase is by delivery.
- 3) Purchaser agrees and understands that riding a SkiBike, SnowBike, or SkiBob is a hazardous activity (hereinafter “Activity”). Further Purchaser recognizes there are risks including, but not limited to all of the inherent risks of snow skiing. Purchaser hereby agrees to freely and expressly assume and accept any and all risks of injury or death to the Purchaser and any of Purchaser’s associated users of Seller’s product while participating in the Activity. Purchaser assumes all risk to property of self or others as a result of use of Seller’s products.
- 4) Purchaser UNDERSTANDS and agrees to inform any subsequent user of purchased product THAT RIDING ON THE SKIBIKE, SNOWBIKE, or SKIBOB IN THIS ACTIVITY is inherently dangerous and using the product assumes the risks of skiing.
- 5) As a consequence of Purchaser’s understanding, Purchaser assumes all risks which may be associated with and/or result from involvement in such Activity and release and indemnify BuildASkiBike.com LLC (Seller), its subsidiaries, officers, directors, agents or representatives, from any liability, claims, demands, actions and causes of action

whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by Purchaser or designees while participating in the Activity with Seller's product, including but not limited to those injuries and damages caused by negligence and /or breach of warranty, expressed or implied, on the part of BuildASkiBike.com LLC, Seller. Purchaser also agrees to indemnify and hold harmless Seller from any claims or actions in the event a third party asserts a claim against Seller as a result of use of the product in the Activity.

- 6) Purchaser AGREES that ANY AND ALL DISPUTES between Seller and Purchaser arising from use of this equipment and/or participation in the Activity or use of product, INCLUDING any claims for property, personal injury and/or death, will be COVERED BY THE LAWS OF THE STATE OF COLORADO and EXCLUSIVE JURISDICTION thereof will be in the state of Colorado or the Federal Courts of the State of Colorado unless limited by law.

- 7) IN THE EVENT THAT ANY SECTION OF THIS AGREEMENT IS FOUND TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE FULLY ENFORCEABLE.

- 8) THIS RELEASE SHALL BE BINDING TO THE FULLEST EXTENT OF THE LAW of Seller's and Purchaser's Residence.

- 9) This release shall be binding upon Seller's and Purchaser's assignees, distributors, heirs, next of kin, executors, personal representatives and administrators and may be used by either party as a complete bar and defense against any claim, demand, actions or causes of action by or on behalf of either party.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THE PURCHASE AND RELEASE AGREEMENT ABOVE.

Purchaser's Signature _____ Date _____

Seller's Signature _____ Date _____