

# Try Before You Buy Program

Thank you for your interest in Panorama Cycles and our products. We are pleased to offer you the chance to try one of our bikes free of charge before making a purchase.

Please take the time to read the details of this program, and fill out the following form in order to go ahead with your Panorama bike trial.

Again, thank you and we look forward to hearing from you!

#### Introduction / how it works:

- 1. Please complete this form and send it to info@panoramacycles.com. We will contact you to confirm the reservation.
- 2. Once the shipping date of the bike has been agreed upon, a fully refundable security deposit of \$500 will be charged to the credit card. Also, a pre-authorization (blocked amount) on the credit card for the value of the bike.
- 3. The bike will be shipped to your door. For the TRY BEFORE YOU BUY service, we use (reusable) bicycle travel bags (for easy packing/unpacking). The bike will be accompanied by a prepaid return label.
- 4. Once you've received your bike, you'll have 5 days to try it out. Following this, here are the options.

#### A) You would like to keep the bike:

- If the bike you receive is new: the amount pre-authorized on the credit card (value of the bike) will be charged. The transport bag must be returned using the prepaid label. Once the bag is received, the \$500 deposit will be refunded.
- If the bike you have received is a demo: the discounted purchase price of the demo bike can be found on the bike's inspection sheet. If you wish to purchase the demo bike this amount will be charged to your credit card. The carrying bag must be returned using the prepaid label. Once the bag is received, the \$500 deposit will be refunded. If you prefer to purchase a new bike, the demo bike must be returned with the returned with the carrying bag using the prepaid label. Upon receipt, the \$500 deposit will be refunded, and a new bike will be shipped to you (shipping charges applicable).

- B) You would like to return the bike:
- The demo bike must be returned with the transport bag using the prepaid label. Upon receipt, the \$500 deposit will be refunded.

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Bike model :				
Size (S/M/L/XL):				
Shipping address & contact information :				
Name :				
Street address :				
Town / City :				
State / Province :				
ZIP Code:				
Country:				
Email address :				
Phone Number :				
Deposit information :				
<b>Please note:</b> you can fill in the chart below with your credit card information, which we will store securely, or you can leave this part blank and we will call you after receiving the form so that you can give us your credit card information over the phone.				
Credit Card (Am Ex / MasterCard / Visa / Discover) :				
Cart number :				
Exp (mm/yy)				
CCV:				
Name on the card :				
ZIP code associated with the credit card :				

## Acceptance of the bicycle damage policy :

This is not a rental program! An inspection sheet will be sent with the bike. If the bike is not to be kept after the trial period, it must be returned clean and in the same condition as indicated on the inspection sheet. Otherwise, the amount corresponding to the time required to clean the bike and/or replace worn and/or damaged parts will be deducted from the deposit. In extreme cases, the pre-authorized amount credit card may be used to reimburse these costs.

If the bike is not returned after the established trial period, Panorama Cycles will forfeit the entire the full amount pre-authorized on the credit card and will not refund the \$500 deposit.

Signature :		

### **Assumption of Risk:**

I understand and accept that using this bicycle and participating in biking exposes me to many hazards and entails unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I should be in good physical health to participate in bicycling. I choose to participate in bicycling in spite of these risks and hereby assume all risk of injury or loss of life to the undersigned and loss of or damage to property arising out of using this bicycle and participating in bicycling. I understand the inherent risk involved in using this equipment, accept full responsibility for any and all such damage or injury which may result.

Release of Liability, Waiver of Claims and Indemnity Agreement: In consideration of the RELEASEES agreeing to my participation in Cycling and permitting my use of their services, equipment and other facilities, and for valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 1. To waive any and all claims that I have or may in the future have against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in Cycling or use of the Equipment, due to any cause whatsoever, including negligence, breach of contract, or breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance, inspection, service or repair of the equipment, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment.
- 2. To hold harmless and indemnify the Releasees for any and all liability for any property damage, loss or personal injury to any third party from my participation in Cycling or use of the Equipment;
- 3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province or territory where the Cycling takes place and no other jurisdiction; and 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province or territory where the Cycling takes place and shall be within the exclusive jurisdiction of the Courts of that province or territory. In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Cycling, other than what is set forth in this Release Agreement.

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