

**AFFIDAVIT OF ELIGIBILITY AND LIABILITY/ PUBLICITY RELEASE
ESSENTIAL RIDES FOR ESSENTIAL WORKERS PROMOTION**

I am submitting this Affidavit/Release with the understanding that it will be used to determine my eligibility to receive a gift in the **ESSENTIAL RIDES FOR ESSENTIAL WORKERS PROMOTION** (the "Promotion"), sponsored by Specialized Bicycle Components Canada, Inc. (the "Sponsor").

I represent that I understand, agree to and have fully complied with the Terms and Conditions of the Promotion (incorporated herein by reference) and that I have committed no fraud or deception in participating in the Promotion or in claiming any gift awarded to me. I further represent that I am a legal resident of Canada, at least 18 years of age or older, and considered "Essential Services and Functions by Critical Infrastructure Sector" based on the description available in the Guidance on the Essential Services and Functions in Canada During the COVID-19 Pandemic, distributed by the Public Safety Canada on April 16, 2020 available at <https://www.publicsafety.gc.ca/cnt/ntnl-scrtr/crtcl-nfrstrctr/esf-sfe-en.aspx> and that I have the right to enter into this Agreement.

In addition, I represent that as of the date I participated in this Promotion and the date of this Affidavit/Release, I am not and was not an employee (or an immediate family member (spouse, parent, child or sibling or respective spouse, regardless of where I reside) or household member (whether or not related) of an employee) of Sponsor, a participating retailer or their respective parents, affiliates, subsidiaries, or advertising or promotion agencies.

I grant Sponsor and its designees the right to use my name, address (city and state), photograph, voice and/or other likeness and gift information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval, unless prohibited by law.

I understand and acknowledge and hereby release and hold harmless Sponsor, participating retailers and their respective parents, affiliates, subsidiaries and advertising and promotion agencies, and each of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") from and against any liability, for any injuries, losses or damages of any kind, including death, to persons or property resulting in whole or in part, directly or indirectly, from my acceptance, possession, misuse or use of any gift awarded to me or related to participation in the Promotion.

I understand that I am entitled to receive only the announced gift and that such gift is non-transferable and that no substitutions or cash equivalents will be made except at the sole discretion of the Sponsor or as provided in the Terms and Conditions of the Promotion.

I understand that I will be responsible for claiming the gift from a local retailer designated by Sponsor within one (1) week of notification that my gift is available or as agreed upon with the retailer.

As provided in the Terms and Conditions, I hereby agree to be responsible for all federal, state and local taxes and any other costs or expenses incurred in accepting or using any gift awarded to me.

I warrant and represent that I have the full right and power to enter into this Affidavit/Release, and that the terms of this document do not in any way conflict with any existing commitment on my part.

I agree that this Affidavit/Release supersedes any prior understandings between myself and the Sponsor relating to the rights granted herein and no provision of this Affidavit/Release can be modified by any other instrument, invoice or document unless in writing and signed by the parties hereto.

It is understood and agreed that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Released Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such rights; it being understood that this release shall be binding upon the parents, guardians, heirs, executors, and administrators of the undersigned.

If any statement made by me in this Affidavit/Release is false or if I am otherwise deemed ineligible or unable to accept a gift for any reason, then, in addition to any other remedies that may be taken against me, I agree to return to the Sponsor the gift awarded to me, or its cash equivalent.

LANGUAGE

I declare that I have requested that this Affidavit be drafted in the English language. *Je déclare avoir exigé que cet affidavit soit rédigé en langue anglaise.*