

RELEASE FORMS:

Photo Release:

For valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby: consents to the use by Oceania Bicycles, it's successors, assigns and co-sponsors ("Company"), of any and all photographs or images as may be taken of me by Company during the course of a photo shoot occurring on or within 12 month from the date of this Release ("Images") for use by Company in advertising or promotion its products and services, displays and other trade and commercial purposes; and releases Company from any claims, penalties, damages, additional compensation, or rights of action based upon such use. I further acknowledge and agree as follows:

1. Images, or elements or parts of Images, may be used or recombined by Company with other faces, images or visual elements, or otherwise altered, enhanced, recombined or reconstituted (digitally or otherwise) or transformed in derivative images ("Derivatives"), in whatever manner Company sees fit, in its discretion; provided, that the use of Images shall be limited to the purposes for which my consent is given above;
2. Company shall own and possess all copyrights and property interests worldwide in the Images and in any Derivatives, and in Negatives, prints or other tangible embodiments thereof; and
3. Images and Derivatives may be used in any available media including, but not limited to, print, broadcast and electronic media and outdoor advertising;
4. I am eighteen (18) years or older, or, if not the individual signing this Release is the legal guardian of the minor to which the Images pertain and such individual represents and warrants that he or she is authorized to execute this Release on such minor's behalf.
5. Company is relying upon this Release and my consents and acknowledgments as set forth above and, accordingly, this Release is binding upon me, my heirs and successors, without additional financial remuneration. This release and rights conferred by this Release: shall apply on a worldwide basis; and are perpetual and irrevocable.

Dated: _____, 20____

(Signature)

(Parent or guardian if under the age of 18)

Assumption of Risk: The undersigned Rider (and, if Rider is a minor, the Rider's parents/legal guardian) (hereinafter the "Undersigned") acknowledge that participation in bicycling races and events may expose the Rider to unsafe conditions or inherent risks and injuries. The Undersigned also acknowledge that (i) the Rider is fully aware of all the risks and dangers associated with bicycle races and riding, which requires the Rider's (and in the case of a minor, the Rider's parents/guardian's) independent supervision, vigilant, judgment and due care, and (ii) Oceania Bicycles Pty Ltd ("Oceania") does not itself organize or control, and is not responsible for ensuring the safety of, any bicycle races or events in which the Rider may participate. In consideration of the sponsorship benefits potentially to be provided by Oceania, the Undersigned Rider (and, if the Rider is less than 18 years old, the Undersigned parent/guardian of the Rider) hereby agrees to assume all risks of and dangers to the Rider, including but without limitation, serious personal injuries, paralysis or death, or property damage, and to release Oceania from and indemnify Oceania against any and all claims, causes of action, damages, losses, liabilities, suits, demands, and expenses, including legal fees based on or arising from (i) the Rider's participation in the bicycling activity, races or events, and/or (ii) the physical condition and safety of the race course and venues, including dangerous conditions pertaining thereto. If Rider is a minor, then, to the fullest extent permitted by law, the foregoing release is made on behalf of the Rider by his/her undersigned parent/guardian. Further, if the Rider is a minor, then for purposes of inducing Oceania to provide the sponsorship to such minor Rider, the Undersigned Parent and/or Guardian agrees to indemnify, defend and hold Oceania harmless from any losses, liabilities, claims, suits, demands, judgments and expenses, including legal fees (and including without limitation claims, suits, demands **made by or on behalf of, and judgments rendered in favour of, any of their minor Rider** and expenses related thereto), based on or arising from (i) the minor Rider's participation in the bicycling activity, races or events, and/or (ii) the physical condition and safety of the race course and venues, including dangerous conditions pertaining thereto. The Undersigned acknowledges and agrees that the foregoing shall act as a bar to any action, claim or proceeding by the Undersigned and/or the Rider against Oceania.

Dated: _____, 20____

Sponsored Rider's Signature

Name, Printed

Sponsored Rider's Parent or Legal Guardian's Signature**

** (Required by all riders under the age of 18).