



VOLUNTEER WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to participate as a volunteer for the Pelotonia bicycling tour and/or its related events and activities (collectively, "Pelotonia") and all benefits of such participation, I, the undersigned, understand, acknowledge, appreciate and agree that:

1. I am at least 18 years old and of sound mind.
2. While volunteering for Pelotonia, I will be using public streets and/or working at facilities where many hazards exist and I am aware of and appreciate the risks that may result.
3. The risk of injury from volunteering for Pelotonia is significant, including the potential for dehydration, serious injury or death, and while particular rules, safety initiatives, equipment and personal discipline may reduce this risk, the risk of serious injury does exist.
4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, associated with volunteering for Pelotonia, and, understanding such risks, I voluntarily desire to volunteer for Pelotonia.
5. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS of volunteering for Pelotonia EVEN IF SUCH RISKS ARISE FROM THE INTENTIONAL OR NEGLIGENT CONDUCT OF THE RELEASEES (defined below) or others, and whether or not such risks are covered by my personal health insurance or any other types of insurance; and I assume full responsibility for my participation as a volunteer for Pelotonia.
6. I acknowledge and agree that I, and I alone, am solely responsible for my personal health and safety and the personal property I bring with me.
7. I agree that I am physically capable of participating as a volunteer for Pelotonia. If I am aware of or under treatment for any physical infirmity, ailment or illness, I will obtain my medical care provider's approval to volunteer for Pelotonia and I will maintain personal health insurance while volunteering for Pelotonia. I further understand that I may be asked to provide a doctor's note or other proof that my primary health care provider has permitted me to volunteer for Pelotonia.
8. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care.
9. I willingly agree to read all of Pelotonia's rules of participation and all safety materials provided by Pelotonia, including specifically all of the information included in the Event Handbook and all related materials.
10. At all times while volunteering for Pelotonia, I willingly agree to abide by all rules and regulations established by the Pelotonia organizers, staff and support personnel as well as all applicable laws and regulations.
11. I willingly agree to comply with the stated and customary terms and conditions for volunteering for Pelotonia. If, however, I observe any unusual significant hazard during my presence at or participation in Pelotonia, I will remove myself from participation and bring such to the attention of the nearest official immediately.

VOLUNTEER WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

(CONT'D) →

12. I, on behalf of myself and my heirs, assigns, personal representatives, administrators, estate and next of kin, HEREBY VOLUNTARILY, IRREVOCABLY AND FOREVER: (i) RELEASE Pelotonia, The Ohio State University, The Ohio State University Foundation, each sponsor of Pelotonia, each funding partner of Pelotonia, each owner and/or lessor of any premises, property or piece of equipment used to conduct Pelotonia, each of the foregoing parties' respective affiliates, and each of the foregoing parties' respective current and former owners, partners, members, officers, directors, trustees, advisors, consultants, employees, agents, volunteers, officials, representatives, successors, assigns and other participants (collectively, "RELEASEES"), FROM ANY AND ALL LIABILITY WHATSOEVER, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY AND ALL INJURIES, DISABILITIES, DEATH, LOSSES OR DAMAGES TO PERSON OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH MY PARTICIPATION IN PELTONIA, WHETHER OR NOT CAUSED BY THE INTENTIONAL CONDUCT, ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; (ii) WAIVE MY RIGHT TO SUE OR MAKE ANY DEMAND WHATSOEVER against any RELEASEE for any damages or losses arising, directly or indirectly, in connection with my participation in Pelotonia; (iii) AGREE NEVER TO SUE ANY RELEASEE asserting any claim for damages or losses suffered, directly or indirectly, in connection with my participation in Pelotonia; and (iv) AGREE TO INDEMNIFY AND HOLD EACH RELEASEE HARMLESS from any and all claims, demands, suits, damages, expenses, costs, liabilities, judgments, settlements and losses of any and every kind suffered or incurred by any RELEASEE and arising, directly or indirectly, in connection with my participation in Pelotonia.
13. I understand this Waiver, Release of Liability and Assumption of Risk inures to the express benefit of the RELEASEES and may be relied upon and enforced by any RELEASEE. I also understand that the effectiveness of this Waiver, Release of Liability and Assumption of Risk shall indefinitely survive my participation in Pelotonia.
14. I understand that my participation in Pelotonia does not convey to me any ownership interest in the Pelotonia name or trademark, or any other trademarks or intellectual property owned by Pelotonia.
15. I understand that my name, photograph, voice or likeness may be used in perpetuity, alone or in combination with other materials or content, by the RELEASEES for informational, educational, promotional and/or publicity purposes, among others, including but not limited to use on websites or in publications, displays, newspapers, magazines, advertisements, reports, videotapes, audiotapes and other media. I consent to, license, and authorize, in advance, all such uses and waive all rights of privacy I have in connection therewith. I further understand that I will not be compensated for any such use. I also agree to release the RELEASEES from any and all liability arising out of or connected to the use of my name, photograph, voice or likeness as stated above.
16. If I am volunteering as a photographer for Pelotonia, I agree that any and all of the photographs I take of the Pelotonia event and/or any of its participants and guests are the sole and exclusive property of Pelotonia and I hereby assign, and agree to execute any necessary assignments in the future, ownership of, and all rights in, such photographs to Pelotonia. The photographs may be used by the RELEASEES for informational, educational, promotional and/or publicity purposes, among others, including but not limited to use on websites or in publications, displays, newspapers, magazines, advertisements, reports, videotapes, audiotapes and other media. I consent to and authorize, in advance, all such uses and waive all rights of ownership or copyright that I may have in connection with the photographs. I further understand that I will not be compensated in any way for any such use of the photographs, although I may request that RELEASEES reference me as the photographer in any such use. I also agree to release the RELEASEES from any and all liability arising out of or connected in any way with the photographs.

VOLUNTEER WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

(CONT'D) →

I HAVE CAREFULLY READ THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND THE TERMS OF THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY AGREEING TO THE WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I AM AWARE THAT BY SIGNING THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT OR BY SELECTING THE "I ACCEPT" BUTTON DURING THE ON-LINE REGISTRATION PROCESS, I AM AGREEING TO ALL OF THE TERMS OF THE WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, INCLUDING WAIVING SIGNIFICANT LEGAL RIGHTS. KNOWING ALL OF THIS, I AGREE TO THE WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IN ITS ENTIRETY FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signed: _____ Print Name: _____

Date: _____