



FUNDRAISING AND PARTICIPATION AGREEMENT

FUNDRAISING

In consideration of the acceptance of my registration to participate as a Rider in Pelotonia, I agree to satisfy the total amount of the minimum fundraising commitment for the particular route for which I am registered as of 11:59 PM EST on Thursday, July 11, 2019 unless I voluntarily increase my minimum fundraising commitment after that date. Moreover, if I register as a Rider after 11:59 PM EST on Thursday, July 11, 2019, I agree that I am irrevocably obligated to satisfy the total amount of the minimum fundraising commitment for the particular route for which I register unless I voluntarily increase my minimum fundraising commitment. I further agree that I will be personally responsible to Pelotonia for any shortfall in my minimum fundraising commitment if I fail to satisfy the total amount of my minimum fundraising commitment by the fundraising deadline, which is 11:59 PM EST on Friday, October 4, 2019. I understand that matching gift funds must be received by Pelotonia or The Ohio State University Foundation by 11:59 PM EST on October 4, 2019 in order to be counted toward the my minimum fundraising commitment. I agree that, if there is an outstanding balance still due in order for me to satisfy my minimum fundraising commitment after the fundraising deadline has passed, Pelotonia will charge the outstanding balance to the credit card that I have voluntarily placed on file. I further agree that I will not dispute or otherwise attempt to cancel Pelotonia's charge unless I can prove that the charge does not accurately reflect the total amount of the outstanding balance I owe to satisfy my minimum fundraising commitment. In the event that I believe I can prove that Pelotonia's charge to my credit card does not accurately reflect the total amount of the outstanding balance that I owe to satisfy my minimum fundraising commitment, I agree that I will speak to a Pelotonia representative before I initiate any formal activity to dispute or cancel Pelotonia's charge through my credit card company or bank. I also agree to keep valid and effective credit card information on file at all times after I register for Pelotonia and I will promptly respond to Pelotonia's request to update my credit card information if necessary. I agree that, even if I fail to keep valid and effective credit card information on file, I am still obligated to satisfy the total amount of my minimum fundraising commitment if there is an outstanding balance after the fundraising deadline has passed and I will promptly respond to Pelotonia's request to satisfy any such outstanding balance.

I further agree that a registration fee must be paid before my registration for Pelotonia will be accepted and I understand that the registration fee is not refundable or transferable even if I do not or cannot ride in Pelotonia for any reason whatsoever, including any illness or injury that may preclude my participation. I further understand and agree that the registration fee is not tax deductible and does not count toward my minimum fundraising commitment.

RULES OF PARTICIPATION

CANCELLATIONS

I agree that by registering to ride in Pelotonia, I am obligated to satisfy the total amount of the minimum fundraising commitment for the particular route for which I am registered as described in this Fundraising and Participation Agreement. I acknowledge and agree that I am entitled to cancel my participation as a Rider in Pelotonia up to but not later than 11:59 PM EST on Thursday, July 11, 2019, and if I validly and effectively cancel my participation as a Rider by either changing my status on my Pelotonia profile page or talking to a Pelotonia representative before 11:59 PM EST on Thursday, July 11, 2019, I will not be responsible for satisfying the total amount of the minimum fundraising commitment for the particular route for which I had previously registered. However, I agree that, even if I cancel my participation as a Rider in Pelotonia, my registration fee is not refundable or transferable and the funds that I have raised as of the date of my cancellation as well as any funds that I raise on or after the date of my cancellation are not refundable to me or my donors. I further agree that, if I do not validly and effectively cancel my participation as a Rider in Pelotonia by 11:59 PM EST on Thursday, July 11, 2019 or if I register as a Rider after 11:59 PM

FUNDRAISING AND PARTICIPATION AGREEMENT

(CONT'D) →

EST on Thursday, July 11, 2019, I am irrevocably obligated to satisfy the total amount of the minimum fundraising commitment for the particular route for which I am registered as described in this Fundraising and Participation Agreement, even if I do not or cannot ride in Pelotonia for any reason whatsoever, including any illness or injury that may limit or preclude my participation.

ROUTE CHANGES

I agree that, by registering to ride in Pelotonia, I am obligated to satisfy the total amount of the minimum fundraising commitment for the particular route for which I am registered as described in this Fundraising and Participation Agreement. I acknowledge and agree that I am entitled to freely change my minimum fundraising commitment **up to but not later than 11:59 PM EST on Thursday, July 11, 2019**. I further acknowledge and agree that, after **11:59 PM EST on Thursday, July 11, 2019**, I am not allowed to decrease my minimum fundraising commitment below the amount that I am committed to raise as of **11:59 PM EST on Thursday, July 11, 2019**, and I agree that I am responsible for satisfying the total amount of the minimum fundraising commitment for the particular route for which I am registered as of **11:59 PM EST on Thursday, July 11, 2019 unless I voluntarily choose to increase my total minimum fundraising commitment**. I further acknowledge and agree that, while I am not allowed to decrease my minimum fundraising commitment after **11:59 PM EST on Thursday, July 11, 2019**, I am allowed to increase my minimum fundraising commitment after **11:59 PM EST on Thursday, July 11, 2019**. Furthermore, I acknowledge and agree that if I increase my minimum fundraising commitment after **11:59 PM EST on Thursday, July 11, 2019**, I am not allowed to decrease my minimum fundraising commitment thereafter. I also agree that I am irrevocably obligated to satisfy the total amount of the minimum fundraising commitment for the particular route for which I am registered as described in this Fundraising and Participation Agreement, even if I do not or cannot ride the route for which I am registered for any reason whatsoever, including any illness or injury that may limit or preclude my participation. I further agree that, even if I decrease my minimum fundraising commitment **before 11:59 PM EST on Thursday, July 11, 2019**, the funds that I have raised as of the date on which I make the change as well as any funds that I raise on or after the date on which I make the change are not refundable to me or my donors.

NO SUBSTITUTION POLICY

I understand and agree that my registration as a Rider in Pelotonia is never transferable, even if I do not or cannot ride in Pelotonia for any reason whatsoever, including any illness or injury that may limit or preclude my participation. **I understand and agree that I am not permitted to grant another person the right to ride in Pelotonia in my place under any circumstances.**

INTELLECTUAL PROPERTY

I understand that I am free to use the Pelotonia name in a nominative context in my fundraising efforts, and as expressly permitted in any official Pelotonia mobile application, website program, or similar context, but that my participation in Pelotonia does not convey to me any ownership interest in the Pelotonia name or trademark, or any other trademarks owned by Pelotonia, and my use of such marks may be further restricted or prohibited by Pelotonia for any reason and at any time.

HIGH ROLLER POLICY

I understand and agree that I do not qualify as a High Roller unless (a) I have committed to be a High Roller by affirmatively choosing that fundraising commitment on the Pelotonia website or (b) I have maintained a minimum of \$5,000 in my fundraising account as of the fundraising deadline at **11:59 PM EST on October 4, 2019**.

FUNDRAISING AND PARTICIPATION AGREEMENT

(CONT'D) →

I understand and agree that, if I have committed to be a High Roller, I cannot share any funds that would reduce my fundraising total below my minimum fundraising commitment of \$5,000 at any time. I further acknowledge and agree that, if I have committed to be a High Roller, I am entitled to freely change my High Roller status **up to but not later than 11:59 PM EST on Thursday, July 11, 2019**. I further acknowledge and agree that, if I have not changed my High Roller status by **11:59 PM EST on Thursday, July 11, 2019** or if I register as a High Roller after **11:59 PM EST on Thursday, July 11, 2019**, I am irrevocably obligated to satisfy the total amount of the minimum fundraising commitment of \$5,000 as described in the Fundraising Agreement, even if I do not or cannot ride in Pelotonia for any reason whatsoever, including any illness or injury that may limit or preclude my participation. I further acknowledge and agree that, even if I change my status from a High Roller to a regular Rider on or before **11:59 PM EST on Thursday, July 11, 2019**, the funds that I have raised as of the date on which I make the change as well as any funds that I raise on or after the date on which I make the change are not refundable to me or my donors.

I understand and agree that, if I have not committed to be a High Roller by affirmatively choosing that fundraising commitment on the Pelotonia website, I cannot qualify to be a High Roller until the fundraising deadline at **11:59 PM EST on Friday, October 4, 2019** has passed and I cannot share any funds that would reduce my fundraising total below \$5,000 at any time after the fundraising deadline. I further acknowledge and agree that I am not allowed to qualify for High Roller status by receiving shared funds from another Rider.

I HAVE CAREFULLY READ THE FUNDRAISING AND PARTICIPATION AGREEMENT SET FORTH ABOVE. I FULLY UNDERSTAND THE TERMS OF THE FUNDRAISING AND PARTICIPATION AGREEMENT AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY AGREEING TO THE FUNDRAISING AND PARTICIPATION AGREEMENT. I AM AWARE THAT BY SIGNING THIS FUNDRAISING AND PARTICIPATION AGREEMENT OR BY SELECTING THE "I ACCEPT" BUTTON DURING THE ON-LINE REGISTRATION PROCESS, I AM AGREEING TO ALL OF THE TERMS OF THE FUNDRAISING AND PARTICIPATION AGREEMENT. KNOWING ALL OF THIS, I AGREE TO THE FUNDRAISING AND PARTICIPATION AGREEMENT IN ITS ENTIRETY FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signed: _____ Date: _____



PARTICIPANT WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to participate in the Pelotonia bicycling tour and any related events, activities and training rides (collectively "Pelotonia"), I, the undersigned, understand, acknowledge, appreciate and agree that:

1. I am at least 18 years old and of sound mind.
2. While participating in Pelotonia, I will be using public streets and facilities where many hazards exist and I am aware of and appreciate the risks that may result.
3. The risk of injury from participation in Pelotonia is significant, including the potential for severe dehydration, permanent paralysis and 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 participating in Pelotonia, and, understanding such risks, voluntarily desire to participate in Pelotonia.
5. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS of participating in Pelotonia EVEN IF SUCH RISKS ARISE FROM THE INTENTIONAL OR NEGLIGENT CONDUCT OF THE RELEASEES (defined below) or others, and regardless of whether such risks are covered by my personal health insurance or other types of insurance; and I assume full responsibility for my participation in 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 in 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 participate in Pelotonia and I will maintain personal health insurance while participating in 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 participate in Pelotonia. I further understand that, if I do not maintain an average speed of at least 8 miles per hour while participating in Pelotonia, I may be asked to alter or conclude my ride.
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 participating in Pelotonia, I willingly agree to abide by all rules and regulations established by the Pelotonia organizers, staff and support personnel as well as all traffic laws and local vehicle codes and all rules of the road, including but not limited to the following:
 - Helmets must be worn at all times while riding.
 - Obey all traffic signs and signals at all times.
 - Be aware of what's going on around you at all times. Pelotonia is conducted on open roads. Motor vehicle traffic will always be present.

PARTICIPANT WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (CONT'D) →

- Ride single file and as far to the right of the road as is safely possible, except to pass.
- Pass on the left side only.
- Headphones, iPods and radios are strictly prohibited while riding.
- Ride defensively in consideration of your fellow riders.
- Communicate with your fellow riders, using proper cycling terms such as “on your left” and “car back.”
- Use proper hand signals when turning.
- Make left turns from center of road or left turn lane.
- Cross railroad tracks at right angles.
- Do not cross the yellow centerline regardless of passing zone.
- When approaching intersections that require vehicles to yield or stop, each cyclist is responsible for verifying that the intersection is clear before proceeding into the intersection.
- Ride in control of your bike at all times, including being able to stop within a reasonable distance.
- Be predictable so that riders behind you have fair warning of your actions.
- Endangering the safety of your fellow riders is strictly prohibited.
- Obey instructions from all law enforcement personnel.
- Obey instructions from the Pelotonia staff, road crew and volunteers.
- Pay attention to and obey information on all road signs, including all signs posted by Pelotonia.
- Speak out when observing a violation. When spoken to, your response should be in appreciation of the concern expressed.
- When you stop, move well off the road so you don't interfere with oncoming traffic.
- When you embark after stopping, yield to oncoming traffic before proceeding into the road.
- Pelotonia is not a race and should not be treated as a race at any time or under any circumstances.

11. I willingly agree to comply with the stated and customary terms and conditions for participation in 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 hazard to the attention of the nearest official immediately.
12. I willingly agree that I will not ride with an infant or child in a seat attached to my bicycle or any other riding apparatus at any time during Pelotonia.
13. 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 PELOTONIA, 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

PARTICIPANT WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (CONT'D) →

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.

- 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 this Waiver, Release of Liability and Assumption of Risk Agreement 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.
- 16. I understand and agree 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.

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: _____ Date: _____