



## FUNDRAISING AND PARTICIPATION AGREEMENT FOR MINOR RIDERS

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I am the parent or legal guardian of \_\_\_\_\_, a person who is or will be at least 14 years of age but under 18 years of age as of **Friday, August 4th, 2019** (hereinafter, the "Minor Rider") who I am registering as a Rider in Pelotonia. I represent and warrant that I have full legal authority to register the Minor Rider for Pelotonia and to enter into this Fundraising and Participation Agreement on the Minor Rider's behalf. On behalf of myself and the Minor Rider, we agree to the terms of this Fundraising and Participation Agreement and further agree that, by registering the Minor Rider, we consent to the collection of the Minor Rider's information, which I am providing for purposes of registration. I also represent and warrant that I have full legal authority to use the credit card or debit card to which the Minor Rider's registration fee and any shortfall in the Minor Rider's minimum fundraising commitment will be charged.

In consideration of the Minor Rider being allowed to participate as a Rider in Pelotonia, I agree on behalf of myself and the Minor Rider that the Minor Rider and I will satisfy the total amount of the minimum fundraising commitment for the particular route for which the Minor Rider is registered **as of 11:59 PM EST on Thursday, July 11, 2019 unless I voluntarily increase that minimum fundraising commitment after that date. Moreover, if I register the Minor Rider after 11:59 PM EST on Thursday, July 11, 2019, I agree that the Minor Rider and I are irrevocably obligated to satisfy the total amount of the minimum fundraising commitment for the particular route for which I register the Minor Rider unless I voluntarily increase the minimum fundraising commitment.** We agree that the Minor Rider and I will be personally responsible to Pelotonia for any shortfall in the Minor Rider's minimum fundraising commitment if the Minor Rider fails to satisfy the total amount of the 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 Friday, October 4, 2019** in order to be counted toward the Minor Rider's minimum fundraising commitment. We further agree that, if there is an outstanding balance still due in order for the Minor Rider to satisfy the 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 for the Minor Rider. I further agree that neither I nor the Minor Rider will dispute or otherwise attempt to cancel Pelotonia's charge unless we can prove that the charge does not accurately reflect the total amount of the outstanding balance we owe to satisfy the minimum fundraising commitment. In the event that we believe we can prove that Pelotonia's charge to the credit card does not accurately reflect the total amount of the outstanding balance we owe to satisfy the minimum fundraising commitment, we agree that we will speak to a Pelotonia representative before initiating any formal activity to dispute or cancel Pelotonia's charge through the credit card company or bank. I also agree to keep valid and effective credit card information on file for the Minor Rider at all times after I register the Minor Rider for Pelotonia and I will promptly respond to Pelotonia's request to update the credit card information if necessary. We agree that, even if I fail to keep valid and effective credit card information on file for the Minor Rider, the Minor Rider and I are still obligated to satisfy the total amount of his/her minimum fundraising commitment if there is an outstanding balance after the fundraising deadline has passed and we will promptly respond to Pelotonia's request to satisfy any such outstanding balance.

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

## FUNDRAISING AND PARTICIPATION AGREEMENT FOR MINOR RIDERS

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### RULES OF PARTICIPATION

#### CANCELLATIONS

On behalf of myself and the Minor Rider, we agree that, by registering the Minor Rider for Pelotonia, the Minor Rider and I are obligated to satisfy the total amount of the minimum fundraising commitment for the particular route for which the Minor Rider is registered as described in the Fundraising Agreement. We acknowledge and agree that we are entitled to cancel the Minor Rider's participation as a Minor Rider in Pelotonia **up to but not later than 11:59 PM EST on Thursday, July 11, 2019**, and if we validly and effectively cancel the Minor Rider's participation as a Rider by either changing the Minor Rider's status on his/her Pelotonia profile page or talking to a Pelotonia representative before 11:59 PM EST on Thursday, July 11, 2019, the Minor Rider and I will not be responsible for satisfying the total amount of the minimum fundraising commitment for the particular route for which the Minor Rider was registered. However, we agree that, even if we cancel the Minor Rider's participation as a Rider in Pelotonia, the Minor Rider's registration fee is not refundable or transferable and the funds that we have raised as of the date of the cancellation as well as any funds that we raise on or after the date of the cancellation are not refundable to me, the Minor Rider or any donors. We further agree that, if we do not validly and effectively cancel the Minor Rider's participation as a Rider in Pelotonia **by 11:59 PM EST on Thursday, July 11, 2019 or if I register the Minor Rider after 11:59 PM EST on Thursday, July 11, 2019**, the Minor Rider and I are irrevocably obligated to satisfy the total amount of the minimum fundraising commitment for the particular route for which the Minor Rider is registered as described in the Fundraising Agreement, even if the Minor Rider does not or cannot ride in Pelotonia for any reason whatsoever, including any illness or injury that may limit or preclude the Minor Rider's participation.

#### ROUTE CHANGES

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

## FUNDRAISING AND PARTICIPATION AGREEMENT FOR MINOR RIDERS

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### NO SUBSTITUTION POLICY

We understand and agree that the Minor Rider's registration as a Minor Rider in Pelotonia is never transferable, even if the Minor Rider does not or cannot ride in Pelotonia for any reason whatsoever, including any illness or injury that may limit or preclude the Minor Rider's participation. **We understand and agree that we are not permitted to grant another person, including any parent, relative or guardian, the right to ride in Pelotonia in the Minor Rider's place under any circumstances.**

### INTELLECTUAL PROPERTY

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

### HIGH ROLLER POLICY

We understand and agree that the Minor Rider does not qualify as a High Roller unless (a) we have committed the Minor Rider to be a High Roller by affirmatively choosing that fundraising commitment for the Minor Rider on the Pelotonia website or (b) the Minor Rider has maintained a minimum of \$5,000 in his/her fundraising account as of the fundraising deadline at **11:59 PM EST on Friday, October 4, 2019.**

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

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

## FUNDRAISING AND PARTICIPATION AGREEMENT FOR MINOR RIDERS

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ON BEHALF OF MYSELF AND THE MINOR 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 BY SIGNING THIS FUNDRAISING AND PARTICIPATION AGREEMENT, I AM AGREEING TO ALL OF ITS TERMS ON BEHALF OF MYSELF AND THE MINOR RIDER. I FURTHER UNDERSTAND THAT BY AGREEING TO ALL OF THE TERMS OF THIS FUNDRAISING AND PARTICIPATION AGREEMENT ON BEHALF OF MYSELF AND THE MINOR RIDER, THE MINOR RIDER AND I ARE GIVING UP SUBSTANTIAL RIGHTS. KNOWING ALL OF THIS, ON BEHALF OF MYSELF AND THE MINOR RIDER, I AGREE TO THE FUNDRAISING AND PARTICIPATION AGREEMENT IN ITS ENTIRETY FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



## WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FOR MINOR RIDER

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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. I am registering \_\_\_\_\_, a person who is or will be at least 14 years of age but under 18 years of age as of August 3, 2018, (hereinafter the "Minor Rider") to participate in Pelotonia.
3. I represent and warrant that I have full legal authority to complete this registration on behalf of the Minor Rider, including full authority to make use of the credit card or debit card to which the registration fee and any shortfall in the required minimum fundraising commitment will be charged.
4. I am the parent or legal guardian of the Minor Rider and I have the legal authority to enter into this agreement on the Minor Rider's behalf and, by proceeding with registering the Minor Rider, I agree that the terms of this Waiver, Release of Liability and Assumption of Risk Agreement shall apply equally to the Minor Rider. I also agree that, by registering the Minor Rider, we consent to the collection of the Minor Rider's information, which I am providing for purposes of registration.
5. On behalf of myself and the Minor Rider, we understand that while the Minor Rider is participating in Pelotonia, he/she will be using public streets and facilities where many hazards exist and we are aware of and appreciate the risks that may result.
6. On behalf of myself and the Minor Rider, we understand that 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.
7. On behalf of myself and the Minor Rider, we KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, associated with the Minor Rider's participation in Pelotonia, and, understanding such risks, we represent that the Minor Rider voluntarily desires to participate in Pelotonia.
8. On behalf of myself and the Minor Rider, we KNOWINGLY AND FREELY ASSUME ALL RISKS of the Minor Rider's participation 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 personal health insurance or any other types of insurance; and I assume full responsibility for the Minor Rider's participation in Pelotonia.
9. On behalf of myself and the Minor Rider, we acknowledge that we are solely responsible for the Minor Rider's personal health and safety and the personal property that the Minor Rider brings with him/her.
10. On behalf of myself and the Minor Rider, we represent that the Minor Rider is physically capable of participating in Pelotonia. We further understand that, if we are aware of, or the Minor Rider is under treatment for, any physical infirmity, ailment or illness, we will obtain the Minor Rider's medical care provider's approval for the Minor Rider to participate in Pelotonia and I will maintain health insurance covering the Minor Rider while the Minor Rider is participating in Pelotonia. We further understand that the Minor Rider may be asked to provide a doctor's note or other proof that a primary health care provider has permitted the Minor Rider to participate in Pelotonia. We further understand that, if the Minor Rider does not maintain an average speed of at least 8 miles per hour while participating in Pelotonia, he/she may be asked to alter or conclude his/her ride.

**WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT  
FOR MINOR RIDER (CONT'D) →**

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11. On behalf of myself and the Minor Rider, we consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, the Minor Rider requires medical care.
12. On behalf of myself and the Minor Rider, we willingly agree that the Minor Rider will 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.
13. On behalf of myself and the Minor Rider, we willingly agree that, at all times while participating in Pelotonia, the Minor Rider will 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.
  - 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.
14. On behalf of myself and the Minor Rider, we willingly agree that the Minor Rider will comply with the stated and customary terms and conditions for participation in Pelotonia. On behalf of myself and the Minor Rider, we also agree that, if I or the Minor Rider observe any unusual significant hazard during my or the Minor Rider's presence at or participation in Pelotonia, the Minor Rider and I will immediately terminate the Minor Rider's participation in Pelotonia and we will immediately bring any such hazard to the attention of the nearest official.

**WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT  
FOR MINOR RIDER (CONT'D) →**

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15. On behalf of myself and the Minor Rider, we willingly agree that the Minor Rider will not ride with an infant or another child in a seat attached to his/her bicycle or any other riding apparatus at any time during Pelotonia.
  
16. On behalf of myself, the Minor Rider and any and all heirs, assigns, personal representatives, administrators, estates and next of kin, we 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 THE MINOR RIDER'S 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 ANY RIGHT TO SUE OR MAKE ANY DEMAND WHATSOEVER against any RELEASEE for any damages or losses arising, directly or indirectly, in connection with the Minor Rider's participation in Pelotonia; (iii) AGREE NEVER TO SUE ANY RELEASEE asserting any claim for damages or losses suffered, directly or indirectly, in connection with the Minor Rider's 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 the Minor Rider's participation in Pelotonia.
  
17. On behalf of myself and the Minor Rider, we understand that our participation in Pelotonia does not convey to us any ownership interest in the Pelotonia name or trademark, or any other trademarks or intellectual property owned by Pelotonia.
  
18. On behalf of myself and the Minor Rider, we understand that 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. We also understand that the effectiveness of this Waiver, Release of Liability and Assumption of Risk Agreement shall indefinitely survive the Minor Rider's participation in Pelotonia.
  
19. On behalf of myself and the Minor Rider, we understand that the Minor Rider's name, photograph, voice or likeness 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. On behalf of myself and the Minor Rider, we consent to and authorize, in advance, all such uses and waive all rights of privacy we have in connection therewith. And we further understand that we will not be compensated for any such use. On behalf of myself and the Minor Rider, we also agree to release the RELEASEES from any and all liability arising out of or connected to the use of the Minor Rider's name, photograph, voice or likeness as stated above.

**WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT  
FOR MINOR RIDER (CONT'D) →**

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ON BEHALF OF MYSELF AND THE MINOR RIDER, I HAVE CAREFULLY READ THE WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT SET FORTH ABOVE. I FULLY UNDERSTAND THE TERMS OF THE WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND I UNDERSTAND THAT BY SIGNING THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I AM AGREEING TO ALL OF ITS TERMS ON BEHALF OF MYSELF AND THE MINOR RIDER. I FURTHER UNDERSTAND THAT BY AGREEING TO ALL OF THE TERMS OF THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT ON BEHALF OF MYSELF AND THE MINOR RIDER, THE MINOR RIDER AND I ARE GIVING UP SUBSTANTIAL RIGHTS. KNOWING ALL OF THIS, ON BEHALF OF MYSELF AND THE MINOR RIDER, I AGREE TO THE WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IN ITS ENTIRETY FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_