



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

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In consideration of \_\_\_\_\_ being allowed to participate as a volunteer for the Pelotonia bicycling tour and/or any related events and activities (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 under the age of 18, (hereinafter the "Minor Volunteer") to participate as a volunteer for Pelotonia.
3. I represent and warrant that I have full legal authority to complete this registration on behalf of the Minor Volunteer.
4. I am the parent or legal guardian of the Minor Volunteer and I have the legal authority to enter into this agreement on the Minor Volunteer's behalf and, by proceeding with registering the Minor Volunteer, I agree that the terms of this Waiver, Release of Liability and Assumption of Risk Agreement shall apply equally to the Minor Volunteer. I also agree that, by registering the Minor Volunteer, we consent to the collection of the Minor Volunteer's information, which I am providing for purposes of registration.
5. On behalf of myself and the Minor Volunteer, we understand that, while volunteering for Pelotonia, the Minor Volunteer will be using public streets and/or working at 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 Volunteer, we understand that 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.
7. On behalf of myself and the Minor Volunteer, we KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, associated with the Minor Volunteer's participation as a volunteer for Pelotonia, and, understanding such risks, the Minor Volunteer voluntarily desires to volunteer for Pelotonia.
8. On behalf of myself and the Minor Volunteer, we KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS of the Minor Volunteer's participation as a volunteer for 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 we assume full responsibility for the Minor Volunteer's participation as a volunteer for Pelotonia.
9. On behalf of myself and the Minor Volunteer, we acknowledge that we are solely responsible for the Minor Volunteer's personal health and safety and the personal property that the Minor Volunteer brings with him/her.
10. On behalf of myself and the Minor Volunteer, we agree that the Minor Volunteer is physically capable of participating as a volunteer for Pelotonia. If we are aware of or if the Minor Volunteer is under treatment for any physical infirmity, ailment or illness, we will obtain the Minor Volunteer's medical care provider's approval for the Minor Volunteer to participate as a volunteer for Pelotonia and I will maintain personal health insurance covering the Minor Volunteer while the Minor Volunteer is volunteering for Pelotonia. We further understand that the Minor Volunteer may be asked to provide a doctor's note or other proof that the primary health care provider has permitted the Minor Volunteer to volunteer for Pelotonia.

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FOR MINOR VOLUNTEER (CONT'D) →**

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11. On behalf of myself and the Minor Volunteer, we consent to the Minor Volunteer being treated in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, the Minor Volunteer requires medical care.
12. On behalf of myself and the Minor Volunteer, we willingly agree to read all rules for participation in Pelotonia 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 Volunteer, we agree that, at all times while volunteering for Pelotonia, the Minor Volunteer will abide by all rules and regulations established by the Pelotonia organizers, staff and support personnel as well as all applicable laws and regulations.
14. On behalf of myself and the Minor Volunteer, we willingly agree that the Minor Volunteer will comply with the stated and customary terms and conditions for volunteering for Pelotonia. On behalf of myself and the Minor Volunteer, I also agree that, if I or the Minor Volunteer observe any unusual hazard during my or the Minor Volunteer's presence at or participation in Pelotonia, the Minor Volunteer and/or I will immediately terminate the Minor Volunteer's participation in Pelotonia and will bring any such hazard to the attention of the nearest official immediately.
15. On behalf of myself, the Minor Volunteer 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 VOLUNTEER'S PARTICIPATION IN PELOTONIA OR OTHERWISE, 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 Volunteer'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 Volunteer'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 Volunteer's participation in Pelotonia.
16. On behalf of myself and the Minor Volunteer, 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 Volunteer'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.

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FOR MINOR VOLUNTEER (CONT'D) →**

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18. On behalf of myself and the Minor Volunteer, we understand that the Minor Volunteer'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 Volunteer, we consent to and authorize, in advance, all such uses and waive all rights of privacy we have in connection therewith. We further understand that we will not be compensated for any such use. On behalf of myself and the Minor Volunteer, we also agree to release the RELEASEES from any and all liability arising out of or connected to the use of the Minor Volunteer's name, photograph, voice or likeness as stated above.
19. If the Minor Volunteer is volunteering as a photographer for Pelotonia, on behalf of myself and the Minor Volunteer, we agree that any and all of the photographs the Minor Volunteer takes of the Pelotonia event and/or any of its participants and guests are the sole and exclusive property of Pelotonia, and we 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. We consent to and authorize, in advance, all such uses and waive all rights of ownership or copyright that we may have in connection with the photographs. We further understand that we will not be compensated in any way for any such use of the photographs, although we may request that RELEASEES reference the Minor Volunteer as the photographer in any such use. We also agree to release the RELEASEES from any and all liability arising out of or connected in any way with the photographs.

ON BEHALF OF MYSELF AND THE MINOR VOLUNTEER, 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 VOLUNTEER. 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 VOLUNTEER, THE MINOR VOLUNTEER AND I ARE GIVING UP SUBSTANTIAL RIGHTS. KNOWING ALL OF THIS, ON BEHALF OF MYSELF AND THE MINOR VOLUNTEER, 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: \_\_\_\_\_