Ride to End ALZ
RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FUNDRAISING AND PARTICIPATION AGREEMENT

PARTICIPANT WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

RELEASE OF LIABILITY

In consideration of being allowed to participate in the Ride to End ALZ and any related events, activities and training rides (collectively “Ride to End ALZ”), I, the undersigned, understand, acknowledge, appreciate and agree that:

1. I am at least 18 years old and of sound mind. For each participant between the ages of 13-18, this Agreement must be executed by a parent or guardian, who is also registered as a Ride to End ALZ participant and will be with the minor at all times while on event. The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to in paragraph 14 from all liability, loss, cost, claim, or damage whatsoever that may be imposed upon said parties because of any defect in or lack of such capacity to so act, even if caused by carelessness or negligence, and release said parties on behalf of the minor and the parents or legal guardian.

2. While participating in Ride to End ALZ, 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 Ride to End ALZ 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 Ride to End ALZ, and, understanding such risks, voluntarily desire to participate in Ride to End ALZ.

5. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS of participating in Ride to End ALZ 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 Ride to End ALZ.

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 Ride to End ALZ. 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 Ride to End ALZ and I will maintain personal health insurance while participating in Ride to End ALZ. I further understand that, if I do not maintain an average speed of at least 8 miles per hour while participating in Ride to End ALZ, 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 have read all of Ride to End ALZ’s rules of participation and all safety materials provided by Ride to End ALZ, including specifically all of the information included in the Event Handbook and all related materials.

10. At all times while participating in Ride to End ALZ, I will abide by all rules and regulations established by the Ride to End ALZ organizers, staff and support personnel as well as all traffic laws, local vehicle codes and all rules of the road, including but not limited to the following:

- Wearing a helmet while riding.
- Obeying all traffic signs and signals.
- Being aware of what’s going on around me at all times. Ride to End ALZ is conducted on open roads. Motor vehicle traffic will always be present.
- Riding single file and as far to the right of the road as is safely possible, except to pass.
- Passing 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 Ride to End ALZ staff, road crew and volunteers.
- Pay attention to and obey information on all road signs, including all signs posted by Ride to End ALZ.
- 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.
- Ride to End ALZ is not a race and should not be treated as a race at any time or under any circumstances.
• Volunteers and Crew members will practice self-care in order to take care of others, including taking breaks, staying hydrated and communicating to Ride Staff when issues arise.

11. I will comply with the stated and customary terms and conditions for participation in Ride to End ALZ. If, however, I observe any unusual significant hazard during my presence at or participation in Ride to End ALZ, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately.

12. 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 Ride to End ALZ.

13. In order to promote, share and archive Alzheimer Association programs and events like Ride to End ALZ (“Events”), photographs, videos and/or recordings may be taken at such Events. By attending the Events, I understand and agree that I may be included in the photographs, videos and/or recordings. I hereby irrevocably consent to and grant the Alzheimer’s Association, its chapters and their directors, employees, officers, agents, representatives and licensees, all rights to use and publish for promotional and internal purposes in all media, now known or hereafter developed, my name, statements, quotes, biographical data provided by me to the Alzheimer’s Association, image, likeness or voice, in whole or in part, and to copyright any materials created. I hereby waive any right to inspect, approve, or be compensated for use of any materials incorporating such images and information obtained during the Events. I release the Alzheimer’s Association, its chapters, and their directors, employees, officers, agents, representatives and licensees from all liabilities arising out of any use of my likeness and information as provided above. I understand and agree that any and all negatives, digital images, and recordings of my likeness, regardless of form, are and shall remain property of the Alzheimer’s Association.

14. I, on behalf of myself and my heirs, assigns, personal representatives, administrators, estate and next of kin, HEREBY VOLUNTARILY, IRREVOCABLY AND FOREVER: (i) RELEASE Alzheimer’s Association, Ride to End ALZ, The Board of Governors of the Colorado State University System, each sponsor of Ride to End ALZ, each funding partner of Ride to End ALZ, each owner and/or lessor of any premises, property or piece of equipment used to conduct Ride to End ALZ, 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 Ride to End ALZ, 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 Ride to End ALZ; (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 Ride to End ALZ; 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 Ride to End ALZ.
15. I understand that my participation in Ride to End ALZ does not convey to me any ownership interest in the Ride to End ALZ name or trademark, or any other trademarks or intellectual property owned by Ride to End ALZ.

16. 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 Ride to End ALZ.

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 ONLINE 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.

RIDER FUNDRAISING AND PARTICIPATION AGREEMENT

FUNDRAISING

I agree that a registration donation must be paid to participate as a rider or crew in Ride to End ALZ and I understand that the registration donation is not refundable or transferable even if I do not or cannot participate on Ride to End ALZ for any reason whatsoever, including any illness or injury that may preclude my participation. I further understand and agree that the registration donation I made during registration is tax deductible and does count toward my minimum fundraising commitment.

If I select “Rider” as my participation type, I understand that I can change my selected fundraising package up to thirty days before the Ride, after which point my selected fundraising package will be locked in. I agree to satisfy the total amount of that minimum fundraising commitment within thirty days after the Ride. As a Rider, if I have not raised the minimum fundraising amount of my selected fundraising package by the day of the Ride, I will voluntarily complete a Delayed Self Pledge Form inclusive of my credit card information. This Delayed Self Pledge Form will document my minimum fundraising commitment in support of Ride to End ALZ. If I fail to satisfy the total amount of my minimum fundraising commitment by the fundraising deadline, thirty days after the Ride, I agree and authorize that the Association will charge any outstanding balance of my minimum fundraising commitment to the credit card I provided at Check-In on the Delayed Self Pledge form. Please note, crew and volunteers do NOT have a required fundraising minimum, however, fundraising is welcome and encouraged!
I further agree that I will not dispute or otherwise attempt to cancel Ride to End ALZ’s charge unless the charge does not accurately reflect the total amount of the outstanding balance I owe to satisfy my minimum fundraising commitment. In the event of a dispute, I agree that I will speak to a Ride to End ALZ representative before I initiate any formal activity to dispute or cancel Ride to End ALZ’s charge through my credit card company or bank. I agree that if I cancel my participation as a Rider in Ride to End ALZ, my registration donation 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.

FUNDRAISING COMMITMENT PACKAGES AND BENEFITS

At the time of registration, each Rider selects their desired fundraising package (link). Packages can be changed up until five weeks before the Ride. At that time, fundraising packages are locked in and the Rider is committed to raising that minimum fundraising amount. If your selected fundraising package has a hotel or bike shipping benefit, please note that you must raise at least 75% of your overall required fundraising minimum five weeks prior to the Ride in order to be guaranteed that benefit. (For example: if you select the $3,600 fundraising Peak Package, you must have at least $2,700 in your personal fundraising account thirty days prior to the Ride to be guaranteed your hotel and/or bike shipping benefits. Please contact us with questions.)

CANCELLATIONS

I agree that if I am registering as a Rider in Ride to End ALZ and if I participate on Ride day, I am obligated to satisfy the total amount of the minimum fundraising commitment as described in this Fundraising and Participation Agreement. I acknowledge and agree that I am entitled to cancel my participation in Ride to End ALZ anytime before the Ride begins, and if I validly and effectively cancel my participation as a Rider I will not be responsible for satisfying the total amount of the minimum fundraising commitment. However, I agree that, even if I cancel my participation in Ride to End ALZ, my registration donation 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. The cancellation policy is valid for all participation types.

NO SUBSTITUTION POLICY

I understand and agree that my registration as a Rider in Ride to End ALZ is never transferable, even if I do not or cannot ride in Ride to End ALZ 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 Ride to End ALZ in my place under any circumstances. I agree to contact Ride Staff should I need to back out of the Ride.

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

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 ONLINE 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:  

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