

Katie Ride for Life 2019

WAIVERS AND AGREEMENTS

Please review the Fundraising Agreement and Cancellation Policy, Release of Liability and Assumption of Risk, and check the box below if you agree to the terms. You will not be able to complete your registration without indicating your acceptance of the terms.

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of being allowed to participate in the Katie Ride bicycling tour and its related events (including Katie Walk/Katie Fun Run/Family Fun Run/The Virtual Ride, the Katie Fun Tri and Katie Spin), activities and training rides (collectively "Katie Ride"), I, the undersigned, understand, acknowledge, appreciate and agree that:

1. I am at least 18 years old.
2. While participating in Katie Ride, 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 Katie Ride 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 Katie Ride, and, understanding such risks, voluntarily desire to participate in Katie Ride.
5. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS of participating in Katie Ride 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 Katie Ride.
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 Katie Ride. 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 Katie Ride and I will maintain personal health insurance while participating in Katie Ride. 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 Katie Ride. I further understand that, if I do not maintain an average speed of at least 10 miles per hour while participating in Katie Ride, I may be asked to alter, abbreviate or conclude my ride in order to preserve appropriate safety parameters.
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 Katie Ride's rules of participation and all safety materials provided by Katie Ride.
10. At all times while participating in Katie Ride, I willingly agree to abide by all rules and regulations established by the Katie Ride 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:

- Wear bib numbers with emergency contact information at all times.
- Carry personal identification with you and any other pertinent medical information.
- If possible, will bring a mobile phone.
- Wear a helmet at all times while riding.
- Walkers and Runners must obey all trail rules at all times.
- Cyclists must obey all traffic signs and signals at all times.
- At waterstops and along routes will leave plants and animals undisturbed.
- Will be alert for natural hazards such as singing insects, alligators, snakes, thorny vines, poison ivy and overhanging limbs.
- Use trash receptacles provided.
- If in need of medical attention, will agree to find a Katie Ride volunteer for assistance. If a volunteer cannot be found, agree to call 911.
- Respect private property and route closures.
- Be aware of what's going on around you at all times. Katie Ride 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 fellow riders.
- Communicate with 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 bike at all times, including being able to stop within a reasonable distance.
- Be predictable so that other riders 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 Katie Ride staff, road crew and volunteers.
- Pay attention to and obey information on all road signs, including all signs posted by Katie Ride.
- Speak out when observing a violation. When spoken to, your response should be in appreciation of the concern expressed.
- When stopping, move well off the road so you don't interfere with oncoming traffic.
- When embarking after stopping, yield to oncoming traffic before proceeding into the road.
- Katie Ride 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 Katie Ride. If, however, I observe any unusual significant hazard during my presence at or participation in Katie Ride, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately.

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 Katie Ride, Mayo Clinic, each sponsor of Katie Ride, each funding partner of Katie Ride, each Katie Ride Participant Sponsor, each owner and/or lessor of any premises, property or piece of equipment used to conduct Katie Ride, 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 KATIE RIDE, 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 Katie Ride; (iii) AGREE NEVER TO SUE ANY RELEASEE asserting any claim for damages or losses suffered, directly or indirectly, in connection with my participation in Katie Ride; 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 Katie Ride.

13. 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 Katie Ride.

14. I understand and agree that my name, photograph, video, 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. I consent to 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.

15. I will not use or post on my Katie Ride fundraising page, the Katie Ride website or Katie Ride social media pages any images or content that are copyright protected or that require a license for use and agree to secure the correct permissions and licenses for any content that I post that I do not personally own. Should it be determined that content on my fundraising page is copyrighted and not properly licensed by me, I agree to remove it immediately upon discovery and agree I will assume all financial and legal risk associated with using this content. I agree that I will not post questionable images or content on my personal Katie Ride fundraising page or on any Katie Ride website pages or Katie Ride or Katie Caples Foundation social media pages including questionable

language, degrading or mean spirited comments, violent or graphic images or language.

FUNDRAISING AGREEMENT

In consideration of the acceptance of my registration to participate in Katie Ride, I agree to satisfy the total amount of the minimum fundraising commitment for the particular event for which I am registered as of Saturday, April 13, 2019 prior to the start of the event. I agree that I will be personally responsible to Katie Ride 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 Saturday, April 13, 2019 prior to the start of the event. I also understand that my credit card may be charged for the shortfall in my minimum fundraising and that Katie Ride organizers will notify me either by email or phone prior to charging my credit card.

MINIMUM FUNDRAISING COMMITMENTS

RIDE & TRIATHLON: All adults registered for 63 miles, 34 miles, 18 miles, and Triathlon must meet a minimum fundraising commitment of \$100 prior to the start of the event on Saturday, April 13, 2019.

WALK & FUN RUN: All walkers and runners, 18 years of age and older, must meet a minimum fundraising commitment of \$30 prior to the start of the event on Saturday, April 13, 2019.

UNDER 18: All participants under the age of 18 who participate in the Cycling/Walk/Fun Run/Triathlon events are NOT required to fundraise. Under 18 participants are however encouraged to create a participant profile and fundraise to support the Katie Caples Foundation.

I further agree that a registration fee must be paid before my registration for Katie Ride will be accepted and I understand that the registration fee is not refundable or transferable even if I do not or cannot ride in Katie Ride 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 in Katie Ride, 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 the Fundraising Agreement. I acknowledge and agree that I am entitled to cancel my participation in Katie Ride up to but not later than 11:59 p.m. on Thursday, January 31, 2019, and if I validly and effectively cancel my participation by talking to a Katie Ride representative before 11:59 p.m. on Thursday, January 31, 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 in Katie Ride, my registration fee is non-refundable. I further understand my registration is not 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 in Katie Ride by 11:59 p.m. on Thursday, January 31, 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 the Fundraising Agreement, even if I do not

or cannot participate in Katie Ride for any reason whatsoever, including any illness or injury that may limit or preclude my participation.

Route Changes: I understand and acknowledge that adjustments may be made to the routes prior to the start of the event on Saturday, April 13, 2019. Regardless of adjustments made to the routes, 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 the Fundraising Agreement.

Turn Around Time: I understand and acknowledge, in order to accommodate all participants, route support crews, community partners, volunteers and for the overall safety of the event, I may be asked to alter or abbreviate my route in order to complete the ride by the designated finish time.

No Substitution Policy: I understand and agree that my registration in Katie Ride is never transferable, even if I do not or cannot participate in Katie Ride 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 participate in Katie Ride in my place under any circumstances.

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 AGREE TO THE TERMS AND CONDITIONS" CHECK BOX 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.

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 AGREE TO THE TERMS AND CONDITIONS" CHECK BOX 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.