

2019 Tour du Rouge Participant Waiver

EVENT AND REGISTRATION INFORMATION

I understand that my \$100 registration fee is non-transferable and non-refundable. By registering for this event, I represent that I have read and agree to the following:

1. As a participant of the Tour who desires to support The Arc, I hereby agree to train for and participate in the 2019 Tour du Rouge which will be held from May 5-10, 2019. I further agree to raise a minimum of \$2,750 and donate all such funds raised (regardless of amount) to The Arc. I agree that all money raised, whether I complete the Tour or not, will be donated to The Arc and is not subject to refund for any reason.
2. I agree to abide by the rules of the Tour as set forth by The Arc, and I understand that if I violate those rules I may be subject to dismissal from the Tour.
3. I acknowledge that force majeure events may result in the cancellation of this Tour, and that any alternate activities or remuneration of any sort will be at the sole discretion of The Arc.

PARTICIPANT AGREEMENT

The Tour du Rouge (the "Tour") is a special event coordinated by The Arc of Greater Houston (The Arc). As a Tour Participant, you will help The Arc generate awareness of The Arc; its mission and objectives; attract volunteers who make The Arc programs and services possible; and raise funds for the mission of The Arc. Tour Participants will have a fun time, but there is a serious purpose to your effort. First of all, **we insist on safety at all times**. This is a Tour, not a race, and we ask you to ride at a pace that you can comfortably sustain for the full six days. There will be no awards for getting anywhere first. We expect you to **follow all traffic laws** and to **abide by the directions of The Arc, Tour leadership**, staff and volunteers alike. As the Tour will attract media attention, you may be given the opportunity to go on camera and articulate why you decided to raise funds for The Arc. **Photographs of you may be taken during the Tour, and you give to The Arc, its designees, agents and assigns, unlimited permission to use, publish and republish in any form of media, information about me and reproductions of my likeness (photographic or otherwise) and my voice, with or without identification of me by name**. Finally, as a Tour Participant, it is our expectation that you will **conduct yourself in a professional manner at all times**. Failure to do so could result in your being asked to leave the Tour.

As a Tour Participant, you will receive no compensation from The Arc. In fact, you will be required to raise funds for The Arc and, to help defray the costs of the Tour. **To participate in the Tour du Rouge, you must raise a MINIMUM of \$2,750**. If you do not raise this minimum amount, you cannot participate in the Tour, although you will be thanked for your fundraising efforts.

In light of this, we ask you to take seriously your commitment to raise funds. We want all Tour Participants to be successful in raising **at least \$2,750** and have structured the program to provide the support to help you reach this fundraising goal. We will provide interesting incentives for those who can raise more than the minimum amount, so by all means don't stop at the minimum.

What if I don't make the minimum? - While we know that fundraising can be challenging, we have found that if you spend only half as much time fundraising as you do training on your bicycle, you will have no problem raising \$2,750. The key is to start early, ask lots of people, let them know that you are challenging yourself physically and would like them to support this ambitious effort on your part, and continue asking. It often takes more than one ask to get a commitment. Also, don't be afraid to ask for a lot of money. It's your job to ask. Finally, thank your donors profusely and keep them posted on your training efforts and on the Tour itself.

On **March 1, 2019**, we will expect you to have raised at least half of the \$2,750 minimum fundraising commitment (\$1,375). If you have not yet reached this amount, The Arc will charge you any difference between total funds raised to date and \$1,375 in order to secure your position on the Rider List. Please note that you can be reimbursed for this charge once you reach your minimum fundraising goal. Those who elect not to go forward will be dropped from the Tour, their positions offered to those on the waiting list, and all funds which have been raised to that point must be forwarded to The Arc.

On **April 1, 2019**, we will expect you to have raised at least \$2,750. If you have done so, you will be added to the final Rider List. If you have not done so, we will charge you the difference between total funds raised to date and \$2,750 and then you will be placed on the final Rider List. Please note that you can be reimbursed for this charge once you later reach your fundraising goal. Those who elect not to go forward will be dropped from the Tour, their positions offered to those on the waiting list, and all funds which have been raised to that point must be forwarded to The Arc.

You will have until **June 1, 2019** to increase your fundraising in order to "recapture" your personal charges made to hold your spot in the Tour. On that date we will calculate your total fundraising versus the minimum and refund any portion of your previous credit card charges that are no longer necessary to meet the \$2,750 minimum fundraising commitment.

I have read and understand the above. I hereby commit to being a Tour Participant, and to meet the expectations set forth above. I acknowledge that I am participating in the Tour du Rouge to support the mission of The Arc, without any expectation of monetary benefit from my participation in the Tour. I also acknowledge that as a Tour Participant, I will be engaging in fundraising activities to benefit The Arc, and that any funds raised or held pursuant to such activities will be forwarded to The Arc.

Participant Signature: _____

Participant Name: _____ Date _____

PARTICIPANT INFORMED CONSENT AND PERSONAL RELEASE

This form must be read and signed before the participant is permitted to take part in The Arc Tour du Rouge (the "Tour") activity. By signing this document, I affirm that I have read and clearly understand its content.

I, _____, (the "Participant") intending to be legally bound, understand and agree that I am voluntarily participating in the Tour at my own request and at my own risk. I acknowledge that participation in this activity is potentially hazardous for myself. There is a risk of bodily injury, including paralysis, dismemberment, disability and death, as well as the risk of damage to or loss of property. I also acknowledge that I am aware of the risks inherent in training for and participating in the Tour and certify that I am physically fit, have not been otherwise informed by any physician and know of no restrictions imposed on me by any physician that would in any way prevent me from actively participating in the Tour. I have volunteered to participate in the Tour, and I voluntarily agree to assume all of the risks associated with my participation in the Tour, whether known or unknown.

I willingly agree to comply with the stated rules and regulations governing participation in the Tour. I also hereby agree to the following:

- If I observe any unusual or unnecessary hazard during my presence or participation in the Tour, I will bring such to the attention of the nearest Arc/Tour official immediately.
- I will not participate in the Tour unless I am physically able and properly trained.
- I agree to abide by any decision of the Arc/Tour officials relative to my ability to participate.

I, on behalf of myself, my successors in interest, heirs, assigns, and representatives, hereby fully release and forever discharge and hold harmless The Arc of Greater Houston, its national headquarters, affiliates, chapters, governors, directors, officers, trustees, employees, volunteers, agents, representatives, successors and assigns (be they individuals or organizations), together with their insurers and sponsors (collectively, "The Arc"), from any and all liability, claims, damages, expenses (including attorneys' fees), actions and causes of action whatsoever, whether known or unknown, that arise out of or are connected in any way whatsoever with my voluntary participation in the Tour (collectively, "Liabilities"). I understand and acknowledge that this document binds not only me but also my spouse, children, heirs, representatives, guardians and assigns.

Participant Signature: _____ Date: _____

Participant Printed Name: _____ Birth Date: _____ Gender: _____