



## **Cancellation and Refund Policy (below) and Participation Waiver (page two)**

### **Refund Policy and Event Cancellation**

The ride sells out quickly, and **there are no refunds** as we must purchase insurance and begin incurring expenses for those registered. However, we understand that life circumstances happen and sometimes you just can't make the ride. Fortunately, there are always riders seeking spots and you can sell/transfer your ride to somebody else. Check out our Facebook page about 3 weeks before event day for buyers. **All sales are final, regardless of the circumstance.**

The Tour de Fuzz reserves the right to cancel or reschedule the ride when it is reasonably necessary to do so. Circumstances under which cancellation or rescheduling may occur include, but are not limited to, Acts of God, terrorism, disease, community disasters, such as earthquake, fire or flooding, or other unforeseen events reasonably likely to compromise the safety of participants or otherwise interfere with the ability to hold the event. **Inclement weather alone will not result in a cancellation.** Events are held rain or shine. If the event is cancelled by the organizers: 1. Participants will be notified as soon as possible. 2. Depending on the situation, full or partial refunds may be issued at our sole discretion.

In our history, only one cancellation was necessary, due to the Coronavirus in 2020, **and all riders were offered full refunds**. The Law Enforcement Chaplaincy Service relies on fees from the ride to support our 501(c)(3) non-profit organization, which serves those in times of tragedy and loss.

Thanks for your support and understanding.

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARENTAL CONSENT AGREEMENT ("Agreement") for Tour de Fuzz, Law Enforcement Chaplaincy Service in Sonoma County**

**IN CONSIDERATION** of being permitted to participate in any way in TOUR de FUZZ sponsored Bicycling Activities and associated festivities (hereby referred to collectively as "Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

**1. ACKNOWLEDGE**, agree, and represent that I understand the nature of Bicycling Activities and associated festivities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

**2. FULLY UNDERSTAND** that (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the Activity.

**3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** the Tour de Fuzz and/or all cooperating entities, The Law Enforcement Chaplaincy Service in Sonoma County, The Law Enforcement Chaplaincy Foundation, the cities of Windsor, Healdsburg, Santa Rosa, Geyserville and any others in Sonoma County, Red Peloton, the County of Sonoma, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable,, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS. And, I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

**I AM 18 YEARS OF AGE OR OLDER**, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

**PARTICIPANT'S NAME** (Please print) : \_\_\_\_\_

I HAVE READ THIS RELEASE

**PARTICIPANT'S SIGNATURE** (only if age 18 or over): \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
(Street) (City) (State) (Zip)

**PHONE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**EMERGENCY CONTACT(s) NAME:** \_\_\_\_\_

**EMERGENCY CONTACT(s) PHONE:** \_\_\_\_\_

**MINOR RELEASE (Complete for participants under the age of 18)**

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

**MINOR'S NAME** (Please Print): \_\_\_\_\_ **BIRTH DATE OF MINOR:** \_\_\_\_\_

I HAVE READ THIS RELEASE

**SIGNATURE OF MINOR PARTICIPANT:** \_\_\_\_\_

**PARENT/GUARDIAN NAME (PRINTED):** \_\_\_\_\_

I HAVE READ THIS RELEASE

**PARENT/GUARDIAN SIGNATURE** (only if participant is under the age of 18): \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
(Street) (City) (State) (Zip)

**PHONE;** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_