

Street Child Sierra Leone Marathon

Terms and conditions of entry to the Event for Participants and Volunteers

IMPORTANT - These terms and conditions ("Conditions") govern Participants of and Volunteers to the Sierra Leone Marathon 2017 (the "Event"). You should read them carefully prior to registering for the Event. You should only register and participate in the Event if you have read, understood and agreed with these Conditions. These Conditions represent a legally binding agreement between you and Sierra Leone Marathon Ltd, (referred to in these Conditions as "we", "us", "our"). These Conditions shall become binding on you and us when we issue you with written confirmation that you have successfully registered for the Event, usually by email.

We have written these Conditions in what we hope you will find to be simple English. If there is any part of them that you do not understand you should contact us. The contact details are set out below. We will answer any queries that you may have either about these Conditions or any other aspect of the Event. For race competitors under 18 years of age, a parent/guardian must read and sign a copy of these Conditions agreeing to these Conditions on your behalf, and you must also bring a hard copy signed by your parent/guardian to registration at the Event.

1. Inherent risks of travelling to and running long distances in Sierra Leone

We think it is essential to be open and transparent about the situation in Sierra Leone, the level of infrastructure and creature comforts that you can expect whilst in the country for the Event, and the risks inherent to competing in the Event. You should therefore read this section carefully to ensure that you enter the Event "with your eyes open". However, you should also carry out your own research on Sierra Leone to satisfy yourself that the Event is suitable for you. By completing and signing a Registration Form for the Event, you certify that you have read, understood and agree to these Terms and Conditions.

About Sierra Leone

The civil war in Sierra Leone was horrific but is long gone. Peace was declared in 2002 and the country has made steady progress since then, despite the setback of the Ebola epidemic in 2014 and 2015. Tourism infrastructure is steadily improving but, by Western standards, or even by the standards of those who have been on safari or beach holidays in East Africa, it is important to note that standards remain relatively modest.

Reconstruction continues, foreign investors are arriving and Sierra Leone is increasingly on the map as an adventure tourism destination. In fact with some of the most perfect palm-lined sands on the continent, not to mention English as an official language, it can't be long before Sierra Leone takes its place in the packaged beach-holiday scene. But until transport and 'getting around' become a little easier, visitors have the surf outside the capital, Freetown, pretty much to themselves.

In short, in the absence of extreme bad-luck or traveller stupidity, and despite the poor state

of the transport network, the presence of various tropical diseases and a basic health-care infrastructure, the overwhelming majority of traveller visits to Sierra Leone are free of incident. Nevertheless, travellers should be vigilant, sensible and take the same precautions they would visiting any other foreign country.

About the Race

The Race consists of four races – full marathon (42.2km), half-marathon (21.1km) 10km and 5km. All four races will be run in and around the city of Makeni in Sierra Leone.

Running in Sierra Leone in May will be challenging. It is possible that it will be a wet race. The roads are a mixed bag, although improvements are being made month-to-month. Currently the full marathon course is approximately 40% on tar roads, 35% on hard packed mud or gravel roads and 25% on trail-style roads (think bridleway standard). By May 2017, the percentage of tar road is likely to have increased at the expense of the mud/gravel sections. However, the courses for each race will require competitors to run on some or all of the following surfaces: tarmac, compacted mud, soft mud, gravel and, depending on the weather conditions, standing water.

Temperatures are likely to reach the mid to high twenties degrees Celsius by mid-morning on the day of the Race. Humidity may also increase the physical difficulty on the race, although this will obviously be reduced if it rains during the race. You will need to be comfortable with the idea of running in hotter conditions than those with which you may be familiar.

We will do our utmost to ensure runner safety, working with the local authorities to close the race routes to traffic or at least limit motorised vehicles' access to it. However, we cannot guarantee, especially in the most rural parts of the marathon course, that runners will not encounter vehicles.

The Caveat

In short, we can't promise that you'll be comfortable at all times during your time in Sierra Leone and, despite reasonable endeavours, it is likely that there will be times when you may be uncomfortable. But what we can tell you is that we will work as hard as possible to keep you safe. Nonetheless, you are ultimately responsible for the choices you make whilst in Sierra Leone, including whether or not to participate in the Race in the light of the weather conditions on 28 May 2017.

DEFINITIONS

"Conditions"	These terms and conditions
"Event"	The package of elements associated with the Sierra Leone Marathon, which may include the Race and Non-Race Activities
"Event Package"	Accommodation, transportation or meals purchased through SLML by a Participant or Volunteer in conjunction with the Event
"Event Package Fee"	The fee paid by a Participant or Volunteer to SLML in respect of an Event Package
"Non-Race Activity"	Any activity, accommodation, or transportation that a Participant or Volunteer may engage in or use whilst in Sierra Leone which are neither provided directly by SLML or by one of its subcontractors, or in respect of which a Participant or Volunteer has made no payment to SLML
"Participant"	The holder of a Registration

"Race"	The Sierra Leone Marathon and ancillary races to be held on 28 th May 2017
"Event Fee"	The fee paid by a Participant in respect of Registration for either the 42.2km or 21.1km or 10km or 5km distances in the Event
"Registration Form"	The electronic or hard copy form that must be completed by all potential Participants and any permitted Substitutes
"SCOSL"	Street Child of Sierra Leone
"SLML"	Sierra Leone Marathon Limited
"Sponsors"	The official sponsors of the Event
"Substitute"	A replacement Participant who has been accepted by SLML in accordance with clause 6
"Volunteer"	A person who has consented to assist SLML in organising and managing the Event, but who is not a Registered participant

2. Who Are We?

The Event is organised by Sierra Leone Marathon Limited (SLML), a company registered in England & Wales with number 7799857. SLML is a trading arm of Street Child, a charity registered in the UK, with number 1128536.

The Event Office address is 42-44 Bishopsgate, London, EC2N 4AH. If you have any questions relating to these Conditions or the Event you should contact the SLM team as set out below:

Event Team Email: slmarathon@street-child.co.uk

Event Team phone number: 020 7614 7696

We will endeavour to respond to email messages within 3 days.

3. General Conditions of Entry to the Event

3.1. You certify that you are 18 years of age or older and that you have read and agreed to these Conditions. Participants under the age of 18 are required to have a parent or legal guardian agree to these Conditions on their behalf.

3.2. You agree and acknowledge that you are aware that a competitive marathon, half-marathon, 10km or 5km race in Sierra Leone inherently involves the real risk of serious injury or even death from various causes including exertion, strenuous activity, dehydration, collisions or incidents involving other competitors, spectators, other road users and/or vehicles, aspects of the course or bad weather conditions and other causes. You understand you should not enter or participate in the Event unless you have trained appropriately and had any health concerns checked by a medical practitioner.

3.3. You further agree and acknowledge that it is your sole responsibility to obtain all necessary vaccinations and anti-malarial prophylactics before arrival in Sierra Leone. Failure to do so seriously prejudices your health, and also may result in the Sierra Leonean authorities turning you back on arrival at Freetown Airport.

3.4. You agree to abide by all race rules and directions we issue with respect to the Event.

3.5. You agree not to deviate from the route for the race category you have entered.

3.6. No drugs, illegal substances, performance enhancing substances or intoxicants (including alcohol) of any kind are permitted to be brought to the venue or used by any participant either before or during participation in the Event. We reserve the right to refuse attendance at, or participation in, the Event by any persons found to have consumed or to have in their possession any drugs, illegal substances, performance enhancing substances or intoxicants (including alcohol) of any kind.

3.7. You acknowledge that participation in the Event will be physically demanding and that you are aware of the nature of the Event and the associated medical and physical risks involved. You hereby affirm that you are physically capable of competing in the Event and agree that (subject to the Limitation of Liability paragraph below) SLML, its officers, employees, agents, affiliates, Sponsors or medical advisers are not responsible for any injury or illness that you may suffer as a result of your visit to Sierra Leone or your participation in the Event.

3.8. You undertake to personally procure fully comprehensive travel and medical insurance, including cover for emergency medical evacuation by land or air. Your policy must also cover you for your participation in the Event and you accept that it is your sole responsibility to ensure that this is the case. You also accept that SLML reserves the right to demand proof that you have procured such cover and reserves the right to refuse your participation in the Event if such cover is not found to be in place. Accordingly, you must bring a copy of your insurance documents with you to Sierra Leone, with the relevant sections highlighted.

3.9. In the event that in the opinion of Event staff you require medical assistance or evacuation you accept full liability, and indemnify SLML, for any costs associated with such action, regardless of whether it is covered by your insurance policy.

3.10. You give permission to our Event staff to make decisions concerning your personal medical care and treatment, and where necessary to authorise such care and treatment in emergency situations.

3.11. You will inform us on your Registration Form, or subsequently by email, of any illness or infirmity from which you might suffer that might affect your performance or otherwise be relevant if medical treatment is needed.

3.12. You should ensure that your flight arrives in Freetown no later than the morning of 27th May 2017 to leave sufficient time to travel to Makeni.

3.13. You must comply with the age requirements for entry to the Event and proof of age may be requested. The minimum age requirement (calculated as on 27 May 2017) to take part in each of the race distances in the Event is as follows:

Marathon (42.2km) - 18 years
Half-marathon (21.1km) - 18 years
10km – 16 years
5km - 14 years

Exceptions to the above age requirements may be made but only at the absolute discretion of SLML.

3.14. You understand that our Event staff will make every reasonable effort, in the circumstances, to reach your emergency contact (if you have supplied one to us prior to

taking part in the Event) regarding your medical status in the event an emergency arises. In the event that your contact cannot be reached in an emergency, you hereby give your permission to the licensed physician, dentist, athletic therapist, nurse or other medical professional whose services might be required to provide medical care and treatment.

3.15. The personal information provided by you when registering for the Event will be stored on a secure database, will not be shared with third parties and will only be used for the functional purpose of the Event by SLML, SLML's Sponsors, Street Child, and their respective affiliates agents and contractors. You may be contacted regarding the Event by post, email, telephone or SMS.

3.16. You will receive an official race number bib before the Event. The race number bib is personal to you and you undertake and agree (i) to wearing in a visible position the official numbered race bib assigned to your registration, (ii) to completing the blank fields beneath the number on the bib and (iii) not to authorize or permit any third party to use your official numbered race bib for the Event (unless you have requested and we have agreed to transfer your Registration to a Substitute, pursuant to clause 6 below).

3.17. You acknowledge that by reason of circumstance beyond our control, it may become necessary to change the format of the Event, or the location of the Event within Sierra Leone, and if that occurs, you consent to the changes and you agree that each and every one of the conditions set out herein shall apply to the changed Event.

3.18. If at any time we discover that you are ineligible to participate in the Event (or if your participation in the Event should have been refused for any reason whatsoever) we reserve the right to disqualify you or refuse you entry to the Event. Further, we reserve the right to reject at any time any Registration Form which we believe to be fraudulent, or to disqualify any Participant we believe not to have complied with the Conditions from attending or participating in the Event. We will not be liable to you in any way either as a result of any such disqualification or refusal unless the disqualification or refusal turns out to be for an incorrect reason.

3.19. Whilst every effort has been made to ensure the accuracy of their content, SLML will not accept any liability for any inaccuracies or errors contained in any documents, literature or correspondence provided by SLML to a Participant in connection with the Event or an Event Package, including any material published on the Event website at www.sierraleonemarathon.com. You acknowledge and agree that any information provided to you by SLML, its officers, employees or runner mentors, in connection with the Event or an Event Package, was provided in good faith and confirm that you carried out your own research on Sierra Leone and the likely dangers and difficulty level of the Event before purchasing a Registration. You further acknowledge and agree that any letter of invitation provided to you by SLML in connection with your application for a tourist visa for Sierra Leone does not constitute an assumption of liability by SLML or Street Child for any act or omission on your part whilst in Sierra Leone, or for any injury or loss you may suffer during your stay.

4. Conditions relating to travel and accommodation arrangements (if purchased through us)

4.1. Event Packages

You may purchase from SLML a package trip (an "Event Package") for the Event, which may include your entry to the Event and some or all of the following additional elements:

- a) Essential in-country transport, including to or from Lungi Airport to Freetown and/or Makeni
- b) Hotel accommodation in Freetown and Makeni
- c) Meals each day whilst in Sierra Leone

For the avoidance of doubt, no Event Package includes a flight reservation or travel insurance. All competitors are responsible for booking their own flights and obtaining appropriate insurance.

If you purchase an Event Package from SLML we will be responsible for ensuring that the contract we have with you is properly performed by us and by our suppliers in Sierra Leone. However we will not be held liable where any failure in the performance of the contract is attributable to any of the following causes:

- any reckless or negligent act or acts by you;
- any act carried out by a third party unconnected with the provision of the Event Package;
- unusual, unforeseeable or other circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised by us or our suppliers

Visas for Entry to Sierra Leone

4.2.1. SLML will assist, free of charge, all UK-based participants who are not already in possession of a visa for entry into Sierra Leone to obtain one. Participants who are UK nationals are referred to the High Commission's website at <http://www.slhc-uk.org/> for more information on visa requirements.

4.2.2. We accept no liability for the loss of or damage to any documents submitted to us in connection with an application for a visa.

4.3. Non-Event Activities

Please note that SLML does not accept any liability to compensate you for any injury or loss arising from you engaging in any Non-Event Activity. This limitation of liability applies even if the relevant Non-Event Activity was suggested or recommended to you by a representative of SLML.

5. Bookings and Payment

Payments are in accordance with the schedule under 'Race Info' on the website.

A £100 deposit should accompany all applications for Event packages.

This is non-refundable except where your application is not accepted by SLML. All applications for other packages and race fees should be accompanied by full payment. This is non-refundable except where your application is not accepted by SLML. All payments are to be made via one of these options:

Bank transfer to:

Account Name: Sierra Leone Marathon Limited

Account: 26021692

Sort Code: 560023

IBAN: GB85NWBK56002326021692

BIC: NWBKGB2L

Branch address: PO Box 712 94 Moorgate London EC2M 6UR

Cheque addressed to Sierra Leone Marathon Limited and sent to:

The Event Director
Sierra Leone Marathon Limited
42-44 Bishopsgate
London
EC2N 4AH

PayPal

See the website for details

All applications will be reviewed by the SLML. Once this process is complete and your eligibility for the Event confirmed, and cleared funds received in respect of your deposit, you will be contacted with a confirmation of your Registration. In the event that we refuse any application, all payments will be returned within 5 working days of the decision being communicated to you. You will not be eligible to compete in the Event unless full payment of the Race Fee and any Event Package Fee has been received, within 60 days prior to the Event.

6. Withdrawal, Cancellations or Alterations

You may withdraw from the Event at any time, subject to the following provisions of this clause.

If you withdraw more than 30 days before the Event, you will be entitled to a full refund, less your non-refundable deposit. Alternatively, you may transfer your place to another competitor (a "Substitute"), subject to the Substitute completing and signing a Registration Form, and being accepted by SLML. The Substitute will be responsible for the cost of any changes to the Event Package that you may have purchased. Refunds in respect of withdrawals communicated to us after 30 days prior to the Event are at our sole discretion.

Changes to the race distance you have selected are at the race director's discretion and must be requested before the start of the Event. Any Substitute must agree to enter the same distance race that you selected.

You must communicate notice of your withdrawal from the Event to us in writing by email or post. Withdrawals cannot be accepted over the phone.

We reserve the right to withdraw the offer of a place to you in the Event for any reason and at any time and in such circumstances, we will provide you with a full refund of the Fee.

Should places be oversubscribed, we reserve the right to offer a place in an alternative Event category.

In extreme circumstances, we may change the date of the Event. In the event we change the date of the Event, and you are unable to attend on the revised date, you will have 14 days to inform us in writing from when the change in date is announced to receive a refund of your Fee.

Should we need to change the date of the Event, you will have 14 days to notify of us your withdrawal from the Event and receive a refund but thereafter will be held to the above terms.

We reserve the right to amend the Event format or cancel the Event. We will only exercise these rights due to circumstances beyond our control and in the event of the Event being cancelled we shall provide you with a full refund of your Race Fee (and Event Package Fee,

if applicable).

7. Rules and Regulations

You agree to abide by all IAAF Competition and Doping rules. You shall not be entitled to a refund of the Fees if you are disqualified from the Race as a result of infringing these Conditions or the IAAF Competition and Doping rules. These rules and regulations may be obtained from <http://www.iaaf.org/antidoping/rules/iaaf/index.html>

Further Race rules (including limits on the time taken to complete the whole or a section of the Race), may be initiated by us at our discretion to ensure the safe and proper running of the Race. You will be informed of these either in your race pack or in a pre-race briefing.

8. Limitation of Liability

Nothing in these Conditions removes or limits our liability for fraud, for death or personal injury caused by our negligence or for any liability which cannot be limited or excluded by the law.

Otherwise, we will not be liable to you for: (i) any loss or damage to personal equipment belonging to you; or (ii) any indirect or consequential losses (in any case whether or not such losses were within the contemplation of the parties at the date you submitted the Registration Form) suffered or incurred by you arising out of travelling to or taking part in the Event or any other matter arising under these Conditions, including the rescheduling, relocation or cancellation of the Event.

Except as otherwise provided by any applicable laws, our maximum liability to you for any claim in contract, tort, or in any other cause of action arising in connection with the Event shall not exceed the total fees you have paid to SLML.

9. Publicity and Results

You: (i) irrevocably consent to your appearance in the Event being filmed, recorded, incorporated and exploited in whole or in part in any television programme, film, video or broadcast of whatever nature by all means and in all media and formats now or invented after the date of these Conditions; and (ii) irrevocably consent to the use and reproduction of your name, likeness, appearance and photographs, films and recordings by all means and in all media for the purpose of advertising, publicity and otherwise in relation to the exploitation of the Event and/or the promotion of the Event and the commercial rights relating to the Event provided that such use does not imply direct endorsement by you of any official sponsor or supplier of the Event. You further hereby waive any moral rights you may have in respect of the same.

10. General

These amended Conditions (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. You acknowledge and agree that by submitting the Registration Form (and the documents referred to in it) you shall not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Registration Form and these Conditions.

If any provision of these Conditions shall be unlawful, void, or for any reason unenforceable,

then that provision shall be deemed severable from these Conditions, shall be enforced to the fullest extent allowed by law as to effect the intention of the parties, and shall not affect the validity and enforceability of any remaining provisions.

No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature.

We reserve the right to vary these Conditions by giving notice to you in writing in any official Event material or correspondence prior to the Event.

All decisions and rulings by us, our employees and our agents shall be binding and final.

11. Event Disclaimer

For the avoidance of doubt, all Event participants consent to the following waiver, disclaimer and release:

By participating in this Event, you do so at your own risk. You assume all risk of injury, illness, damage or loss to you or your property that might result, including without limitation, any loss or theft of personal property.

You consent to medical treatment and associated costs in the event of injury, accident and/or illness during the Event.

You agree on behalf of yourself (and your personal representatives, heirs, executors, administrators, agents and assigns) to release and discharge the organisers of this event, its principals, its officers & directors, its employees, all sponsors and their representatives and employees from any and all claims or causes of action (known or unknown) arising out of their negligence.

You acknowledge that you have carefully read this 'Waiver and Release' and fully understand that it is a release of liability.

By agreeing to this disclaimer, you are waiving any right that you may have to bring legal action to assert a claim against any and all Event sponsors for their negligence.

You hereby grant full permission to any and all of the foregoing to use your name and likeness in any broadcast, telecast, video or print media reporting or advertising of the Event without compensation.

12. The legal position of these terms and conditions

These Conditions form a legally binding agreement between you and us.

These Conditions shall be governed by English law and are subject to the exclusive jurisdiction of the courts of England and Wales.

These Conditions were last updated on 14th June 2016.