



## **Street Child Sierra Leone Marathon and Bike Challenge**

### **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 and Bike Challenge 2023 (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 agree to 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 between you and us when we issue you with written confirmation that you have successfully registered for the Event by email on completion of your registration form.

If there are any parts that you do not understand you should contact us via the details set out below. We will answer any queries that you may have either about these Conditions or any other aspect of the Event. For participants under 18 years of age, you must be accompanied by a parent/guardian for the duration of the trip. Your parent/guardian must read and sign a copy of these Conditions agreeing to these Conditions on your behalf; you must also bring a signed hard copy to the Event.

### **1. Inherent risks of travelling to and running or cycling 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 amenities 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 are fully informed ahead of your participation in the Event. 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 submitting a Registration Form for the Event you certify that you have read, understood and agree to these Terms and Conditions.

#### ***About Sierra Leone***

Peace was officially declared in 2002, ending the 10 year civil war, 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 infrastructure is basic and the aforementioned standards remain relatively modest. Reconstruction continues, foreign investors are arriving and Sierra Leone is increasingly popular as an adventure tourist destination; however, until transport and getting around become a little easier, tourists rarely venture outside of the capital, Freetown.

#### ***About the Race/Bike Ride***

The Race/Bike Ride consists of four running distances – full marathon (42.2km), half-marathon (21.1km) 10km and 5km; and a 100km cycling route. All four running races and the bike ride will be in and around the city of Makeni in Sierra Leone. Running and cycling in Sierra Leone in April will be challenging and at this time of year it is possible that it will be a humid and maybe wet route. Currently the full marathon and cycling course is approximately 50% on tar roads, 25% on hard packed mud or gravel roads and 25% on trail-style roads (think bridleway standard). The courses for each race and bike ride will require competitors to run or cycle 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/bike ride. Humidity will also increase the physical difficulty on the course, although this will be reduced if rains occurs. You will need to be comfortable with the idea of running or cycling in hotter conditions than those with which you may be familiar. We will do our utmost to ensure runner/cyclist safety, working with the local authorities to close race/bike ride 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 and bike course, that runners and cyclists will not encounter vehicles.

### ***The Caveat***

To summarise, we will make every effort to ensure you are safe and comfortable during the trip, but despite reasonable endeavours we cannot guarantee your full comfort at all times. You are ultimately responsible for the choices you make whilst in Sierra Leone, including whether or not to participate in the Race/Bike Ride in light of the weather conditions on 30<sup>th</sup> April 2023.

### **DEFINITIONS**

"Conditions" These terms and conditions

"Event" The package of elements associated with the Sierra Leone Marathon and Bike Challenge, which may include the Race and Non-Race Activities. Inclusive of the dates the 26<sup>th</sup> April 2023 to 3<sup>rd</sup> May 2023

"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 30<sup>th</sup> April 2023.

"Bike Ride" The Sierra Leone Bike Challenge and to be held on 30<sup>th</sup> April 2023.

"Event Fee" The fee paid by a Participant in respect of Registration for either the 42.2km or 21.1km or 10km or 5km running distances or 100km cycling distance 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 33 Creechurch Lane, London EC3A 5EB. 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.org](mailto:slmarathon@street-child.org)

Event Team phone number: 020 7614 7689

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. Accompanied by a parent or guardian, 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 cycling, 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. In-field medical practitioners hold the right to withdraw a participant if they feel they are not medically fit to participate.

3.3. You further agree and acknowledge that it is your sole responsibility to obtain all necessary vaccinations, Covid-19 testing and anti-malarial prophylactics before arrival in Sierra Leone. You shall be responsible for bringing all necessary certification of vaccinations required by the Sierra Leonean authorities; failure to do both seriously prejudices your health, and also may result in the Sierra Leonean authorities declining entry to Sierra Leone on arrival at Freetown Airport.

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

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

3.6. No drugs, possession of which would be illegal in either the United Kingdom or Sierra Leone, 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 such drugs as are referred to above, 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. In the event that injury or illness occurs during the race / bike ride and the medical team does not have sufficient equipment, you will be medically evacuated to a facility with appropriate care, this may be outside of Sierra Leone.

3.8. You undertake to personally procure fully comprehensive travel and medical insurance, including cover for emergency medical evacuation by land or air and Covid-19 cover for testing positive on arrival and self-isolation. 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 29<sup>th</sup> April 2023 to leave sufficient time to travel to Makeni. Street Child is not responsible for those arriving before 26<sup>th</sup> April 2023, or departing after 3<sup>rd</sup> May 2023.

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 30<sup>th</sup> April 2023) to take part in each of the race/ bike ride distances in the Event is as follows:

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

Cycling (100km) – 18 years

Exceptions to the above age requirements may be made but only at the absolute discretion of SLML. For participants under 18 years of age, you must be accompanied by a parent/guardian for the duration of the trip. Your parent/guardian must read and sign a copy of these Conditions agreeing to these Conditions on your behalf; you must also bring a signed hard copy to the Event.

3.14. You understand that our Event staff will make every reasonable effort, in the circumstances, to reach your emergency contact (which you have supplied to us prior to taking part in the Event) regarding your medical status in the event should an emergency arise. 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 such medical care and treatment as they deem appropriate.

3.15. The personal information provided by you when registering for the Event will be stored on a secure database, it 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. Our full Privacy Policy can be read [here](#)

3.16. You will receive an official race/ bike ride number bib before the Event. The race/ bike ride number bib is personal to you and you undertake and agree (i) to wearing in a visible position the official numbered race/ bike ride bib assigned to your registration, (ii) to completing the blank fields beneath the number on the bib and (iii) not to authorise or permit any third party to use your official numbered race/ bike ride 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 <https://street-child.org/challenges/the-sierra-leone-marathon/> 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.

3.20. In registering for this Event we ask that you pledge to fundraise a minimum of £1000 for Street Child. This travel package covers only the essential costs of the event and Street Child does not profit from this. Your fundraising, as part of your participation in The Sierra Leone Marathon is strongly encouraged as this money allows Street Child to continue its vital work. We will support you by phone, email or in person to help you maximise your fundraising and ensure all activities are safe and legal.

3.21. Street Child will provide road worthy mountain bikes as part of the Sierra Leone Bike Challenge. However, if you would like to transport your own bike, you can do this via your airline by



booking oversized luggage. We recommend that you use a bike box to transport your bike. Please ensure your insurance covers the theft, loss or damage of your bike aligned to your bike's value.

#### **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 Makeni
- c) Meals each day whilst in Sierra Leone

4.1.1 You accept that dates for flights to and from your 'Event Package' may fall outside of your invoiced 'Event Package' duration. In the event that you require accommodation for days falling outside of Your Trip duration, then, provided We have sufficient accommodation available, we may offer this to You at the prevailing rate.

4.1.2 You accept that whilst we will make every effort to ensure the accommodation is of the standard listed on our website, there may be factors outside our control that limit some facilities, for example electricity or running water.

For the avoidance of doubt, no Event Package includes a flight reservation, travel insurance, visa or travel vaccinations. All participants are responsible for booking their own flights and obtaining appropriate insurance, visa and vaccinations. Note that the price of items outside the scope of the 'Event Package' such as visas, flights and insurance may vary and we accept no liability for any increases in such prices.

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.



4.2.3 You are responsible for ensuring that your passport, visa and any other travel documents are valid for the duration of your trip.

#### 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

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/ bike ride 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:

Sierra Leone Marathon Limited 33 Creechurch Lane, London, EC3A 5EB.

All applications will be reviewed by 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/ Bike Ride 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, being accepted by SLML and agreeing to be wholly bound by these terms and conditions. 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/ bike ride distance you have selected are at the race director's discretion and must be requested before the start of the Event.





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; thereafter you 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 minus non-refundable deposit.

## **7. Use of your information**

7.1. The information you provide when registering for the Event will be used for the purposes of organising, staging and administering the Event. Please only submit personal information on behalf of additional entrants on the condition they have given express consent for you to do so. In the case of an emergency we may pass personal details to the emergency services or health care professionals, and also use them for the purposes of informing your emergency contact.

7.2. First aid facilities will be provided at each Event. If you are treated by medical providers at an Event, your details may be passed on to us only for health and safety purposes and to fulfil our legal obligations (including those under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995).

7.3. Personal information will also be used where you have given express consent to receive further information about Street Child's work.

7.4. All personal information held by us will be handled in accordance with applicable privacy laws and Street Child's privacy statement which can be found [here](#).

## **8. Rules and Regulations**

You agree to abide by all IAAF (International Amateur Athletic Federation) Competition and Doping rules. You shall not be entitled to a refund of the Fees if you are disqualified from the Race/ Bike Ride 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/ Bike Ride rules (including limits on the time taken to complete the whole or a section of the Race/ Bike Ride), may be initiated by us at our discretion to ensure the safe and proper running of the Race/ Bike Ride). You will be informed of these either in your race/bike ride pack or in a pre-race/ bike ride briefing.

## **9. 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.

## **10. Publicity and Results**

Unless you inform us otherwise, you consent to your appearance in the Event being filmed, recorded and/or used in any media produced after the Event including film, video, television programme.

You also consent to the use and reproduction of your appearance in photographs, film or recordings for the purpose of advertising, publicity and otherwise promotion of 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.

If you do not wish to appear in publicity or marketing for the event, please contact us at [slmarathon@street-child.org](mailto:slmarathon@street-child.org) beforehand. If you do not wish to appear in race/ bike ride photos, please fix your race/ bike ride number to the back of your shirt.

## **11. 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 affect 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.

## **12. 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.

### **13. 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 5<sup>th</sup> August 2022.