

TERMS AND CONDITIONS

Waiver:

- Participants confirm that they are aware of the risks and hazards associated with participating in the Spin-a-thon held by Smile Foundation. The participant freely accepts and fully assumes all dangers and risks associated with the Spin-a-thon, as well as the possibility of personal injury, death, property damage or loss resulting therefrom.
- Participants agree that they shall have no claim whatsoever against Smile Foundation, any individual, official, marshal, assistant, vendor or promoter (noted as “*event organizers*”) in respect of any loss, injury, death or damage whatsoever which participants may suffer as a result of the event, regardless of whether or not same may have been caused directly or indirectly by the negligence, albeit gross, of one or more of all the aforementioned “*event organisers*”.
- All participants, including those taking part in the event as part of a team and/or whose entries were made on their behalf, are deemed to have accepted this Waiver and Indemnity Statement by virtue of their participation in the event.
- Participants understand that it is their personal responsibility to ensure that adequate clothing, kit and all protective equipment is required to be worn when participating in the event.
- Participants have sole responsibility for their personal possessions and athletic equipment during the event and its related activities.
- Participants agree that they are physically fit, sufficiently prepared and able to compete in the event, and furthermore have not been advised *not* to participate in the event by a medical professional.
- All road traffic regulations must be strictly observed at all times.
- Smile Foundation retains the right to change the date and time, or to postpone or cancel the event at any time for any reasons, including without limitation for safety reasons, regulations or acts of government, or any matter beyond Smile Foundation's reasonable control.

- The event participants will be fair and respectful to the other participants, supporters and organizers.
- This Waiver and Indemnity Statement shall be construed broadly to provide release and waiver to the maximum extent permissible under applicable law.
- It is the Participants' express intent that this Waiver and Indemnity Statement shall bind the members of the family of the participant and spouse if the participant is alive, and the participant's heirs and assigns if the participant is deceased.

Indemnity:

- The participant confirms that he/she has read this Waiver and Indemnity Statement, and understands that she/he takes part in the event at his/her own risk and indemnifies Smile Foundation and all *event organizers* against any damage, loss, liability or claim which may result directly or indirectly from his/her participation in the Spin-a-thon, including but not limited to any and all damage, loss, liability or claim arising from the negligence or fault of Smile Foundation or any of the *event organizers*.

Privacy:

- In entering the Spin-a-thon, the participant understands that Smile Foundation and/or the *event organizers* will take photographs of the Spin-a-thon including any participants, and he/she consents to such photographs being taken at the Spin-a-thon. These photographs may be used for promotional and publicity purposes at Smile Foundation's sole discretion, on print, and on the internet, TV and video.
- The participant further understands and accepts that the photographs are and will remain the property of Smile Foundation.

- Your privacy is important to us. We will therefore not sell, rent or provide your personal information to unauthorised entities or other third parties, for their independent use, without your consent.
- For more information on your Privacy Policy, [click here](#).

Transfer and Refunds:

- Participants acknowledge and agree that their entry fee is non-refundable under any circumstances, including but not limited to cancellation of the Spin-a-thon or other reason outside Smile Foundation's reasonable control.
- Participant entries may, at the discretion of Smile Foundation, be carried over to a rescheduled Spin-a-thon date, if any.

Agree:

Having read, understood and agreed to the above,

1. The participant confirms that he/she is aware of and acknowledges the risks, terms and conditions and waiver
2. That he/she releases Smile Foundation and all Spin-a-thon *event organizers* from any liability whatsoever, and that
3. He/she has executed this waiver and indemnity statement voluntarily.