

## **TEAM EMPOWER ATHLETE TERMS AND CONDITIONS**

Thank you for joining Team EMPOWER and choosing to support Smile Train at your upcoming Event. We are excited to have you on our team! Please carefully read the terms and conditions set forth below and click the button confirming your acceptance of these terms and conditions.

Smile Train Team EMPOWER athletes are volunteers. You will not be paid for your time or your efforts and you will not be an employee, agent, or independent contractor of Smile Train or its affiliates. You will not be covered by Smile Train insurance nor will you receive any medical or other benefits of any kind that Smile Train may offer to its employees. Please remember that although Smile Train will support all of your efforts as best it can, including potentially providing materials, access, and training, you must not promise others that Smile Train will provide any particular support, including funding, materials, access or training to any specific individual or entity, or for any particular event, without express permission from Smile Train. Smile Train will not honor any promises of Smile Train support that are not approved by Smile Train in advance.

You, on behalf of yourself, your heirs, your executor and administrators waive and release any and all rights, claims, and causes of action you may otherwise have against the Event's organizers, sponsors, Smile Train and its affiliates and any training or nutritional advisor engaged by Smile Train, and each of their employees, agents, successors, heirs and assigns, arising from your participating in the Event, training for the Event, dieting for the Event (including any illness resulting from allergic reaction to any food or supplement recommended by nutritionists engaged by Smile Train) and any other activities associated with the Event. You waive, release, discharge, and covenant not to sue Smile Train and its affiliates, officers, employees, sponsors, organisers, volunteers, and other representatives for any or all injuries or damages of any kind whatsoever suffered as a result of taking part in the Event and related activities.

As part of your participation in the Event, you acknowledge and agree that Smile Train Team EMPOWER staff, representatives and agents may contact you through email, telephone or mail regarding the Event. You also understand that Smile Train may share your details with Event organisers when necessary and provide consent for Smile Train to do so. To opt-out of certain communications from Smile Train Team EMPOWER, or to change the way we contact you, please contact [ukinfo@smiletrain.org](mailto:ukinfo@smiletrain.org). For our full privacy policy, please visit [smiletrain.org.uk/about/privacy-policy-uk](https://smiletrain.org.uk/about/privacy-policy-uk). Smile Train reserves the right to terminate

your participation in the Event if you fail to respond to Smile Train's communications regarding the Event. Prior to termination, Smile Train will alert you to the withdrawal of your participation and give you three business days to confirm your participation before terminating your spot in the Event.

Participants of the Event must be eighteen (18) years of age or older on the day of the race. You attest that on the day of the race you will be eighteen (18) years or older. Smile Train reserves the right to terminate your participation in the Event if you fail to satisfy the minimum age requirement.

You attest and verify that you are medically able to participate and assume all risks of participation in the Event and Smile Train Team EMPOWER training. You understand that you should consult a doctor to make sure you are physically able to participate in this endurance Event prior to selecting the button at the bottom.

You consent to your name and any footage or photographs taken during your participation in the Event to be used to publicise Smile Train's work, including in marketing materials (Smile Train's website or sponsorship brochures), on social media pages run by Smile Train, on television and broadcasts, and in printed or online advertising. This may include photographs of your friends and family, should you share these with us or should they participate in the footage or photographs. You agree that Smile Train UK, Smile Train Inc. and other entities within the Smile Train family may use your name, footage or photographs for the above purposes both in the UK and other countries in which Smile Train operates. You may withdraw your consent at any time, but you understand that it may take time to remove your materials from certain media.

You agree to indemnify Smile Train for all fines, fees, and expenses incurred as a result of the breach of any of the foregoing terms and conditions.

You understand that Smile Train reserves the right to terminate your participation in the Event and Smile Train Team EMPOWER training for any reason.