



## 2020 SAFARI FULL & HALF MARATHON, 10KM EXECUTIVE and 5km JUNIOR RUN EVENT AT THE LEWA WILDLIFE CONSERVANCY

CONDITIONS OF PARTICIPATION AND ATTENDANCE 26TH JUNE – 28TH JUNE 2020

NOTICE: These are the terms on which you agree to participate in the Full/Half Marathon Event. This document is a legally binding agreement. Please read it carefully before signing up for the Marathon as a runner or spectator. These Conditions take around 5 minutes to read and you are advised to read them before continuing to book your place on the Full/Half Marathon. The terms which are in bold are key terms and we recommend that you read these carefully. By signing up for the Marathon as a Participant you acknowledge that you have read, understood, and accepted these Conditions.

**If you are submitting an application for registration and accepting these Conditions on behalf of other people, you confirm that you have their consent to do so, you are responsible for passing these Conditions onto every participating person and for making sure that every participating person complies with them.**

### DEFINITIONS:

"Event"	the Safari Marathon and Safari Half Marathon which will take place at the Lewa Wildlife Conservancy (the "Venue");
"Organisers"	mean the individuals and companies organising the Event namely the Lewa Wildlife Conservancy ("LWC") as the land owners and managers of the Conservancy, Tusk Trust Trading Limited and any member of their respective Board of Directors, staff or other person (including race officials, security staff and the medical team) appointed by any of them to assist in the organisation of the Event;
"Participant"	means a runner, spectator, supplier, day visitor, volunteer and any other person associated with, participating in, or attending the Event; and the terms "participating" and "participation" shall be understood accordingly

### A: Key Risks

- Participating in the Event and being at the Venue carry certain risks to you that the Organisers cannot entirely eliminate. These risks may be present at any time during the Event. For example, a risk of illness, death or personal injury, the risk of dehydration, being in close proximity to wild and unpredictable animals, loss or damage of personal property, unpredictable weather, rough terrain, the worsening of any pre-existing medical conditions, civil disorder or acts of terror.
- I have suitable insurance to cover any risk of participating in the Event (including for medical and travel risks). I have full/comprehensive medical insurance including that which provides cover for emergency medical evacuation. If my insurance policy does not cover any medical assistance or evacuation which I need, I accept full responsibility to pay for any costs associated with such action. This is a key term of these Conditions.
- If the Organisers are required to pay for any evacuation, medical, accommodation and/or other expenses on my behalf, whether or not I have insurance, I will reimburse the Organisers in full for such expenses.
- I am aware that there are only temporary medical facilities available provided by AMREF and local hospitals.
- I acknowledge that the Event is physically demanding and I understand and meet the minimum physical requirements for participation in the Event.
- I am fully responsible for all of my personal belongings and property which I bring to the Event.
- By signing below, I declare and confirm that: (i) I have been told about the risks of participating in the Event (including of personal injury) and understand these risks; (ii) by participating in the Event, I accept full responsibility for these risks and the Organisers have no responsibility or liability for my personal health, safety and/or physical well-being; and (iii) the Organisers will not be responsible to me for any loss or damage that I suffer from my participation in the Event (including, for injury or loss or damage to personal property).

### B. General Conditions of Participation

- I agree that these Conditions and my participation in the Event are governed by Kenyan law and I must bring any claim that I may have in respect of these Conditions and my participation in the Event in the Kenyan courts.
- If you are participating as part of a corporate team, you agree that you are agreeing to these Conditions in your personal capacity.
- The Organisers have a right to refuse my admission to the Event and/or remove me from the Event, without giving me any compensation, if I fail to comply with these Conditions or any other instructions given by the Organisers (including any security personnel) at any time before and during the Event.
- I acknowledge that the Organisers reserve the right to cancel, postpone, interrupt or stop the Event due to government acts or cancellation, adverse weather, civil disorder, acts of terror, any unforeseeable or unexpected act or event, or for any other cause that may render it impossible to hold the Event.
- The Organisers may modify the Event and update these Conditions at any time through the website [www.safarimarathon.co.uk](http://www.safarimarathon.co.uk) or other media. I will check the website for any updates to the Event or changes to these Conditions on a regular basis.
- The Organisers can change the Event dates, Venue, Venue capacity arrangements or cancel the Event at any time. If the Organisers cancel or vary the Event in this way, I agree that I have no right to claim for any refund or compensation from the Organisers (e.g. for my flights or any pledges made on my behalf or by me to charity).
- I understand that any cancellation by a Participant for the Event must be received thirty (30) days prior to the Event in order to receive a refund of the entry fee for the Event.
- My participation in the Event is personal to me and I cannot swap, sell or transfer or offer to sell, swap or transfer my place in the Event to anyone else.
- I shall follow all instructions issued to me by the Organisers, security personnel, medical teams and race officials, including staying within designated areas. I agree that this is a key term of these Conditions.
- If I have under my care or control children below 18 years of age participating in the Event, then I shall ensure that they are accompanied at all times by a responsible adult and understand that these Conditions apply to such children. I acknowledge that the Organisers encourage parents to use appropriate parental discretion when bringing children to the Event.
- The Organisers use photographs and videos of the Event to advertise the Event and raise awareness and funds for conservation, community and education efforts, across various forms of media. You might feature in some of these photographs and videos as a runner or member of the Event audience. By signing below, I grant the Organisers permission to film me and take my photograph, and use the resulting video footage and photographs. If you do not want to be photographed or filmed, just let the Organisers know and they will try their best to not include you in any photos or videos. I also agree that the Organisers are not required to pay me for my participation in any photo or video, and the Organisers will own the resulting video footage and photographs.
- I agree that personal information relating to me can be stored, used by the Organisers and any third parties involved in the organisation, staging and administration of the Event. I also agree that my medical information may be used to allow medical assistance to be given to me.
- I accept that my personal belongings, vehicles, baggage and m person are subject to search at the Venue, designated parking lots and before boarding any Event transport vehicle. I understand that any abandoned vehicle around the Venue may be towed away and any bag, mobile device or such other item found unattended may be removed from the Venue by security personnel and destroyed.
- I understand that the entry or use of (i) any prohibited or controlled substances under applicable law and/or (ii) any performance enhancing substances or method, is strictly prohibited and I will not bring into, or consume, any illegal substance at the Venue nor will I carry any weapons, smoke bombs, compressed gas containers, blades of any kind, glass bottles, unlicensed communication equipment, including radio transmitting devices to the Venue. Smoking shall only be permitted in designated areas. I agree that this is a key term of these Conditions.
- The Organisers are not liable or responsible to you where any incident which you complain of is due to any unforeseeable, unavoidable or extraordinary circumstances (including the actions of any other Participant).
- These Conditions of Participation apply only to my involvement in the Event and not to any goods or services that I may buy or acquire from third parties (even if they are connected to the Event or appointed by the Organisers).
- Nobody else has any rights under these terms, as these Conditions are between myself and the Organisers.
- You cannot transfer these Conditions to any one else. If a court finds part of these Conditions illegal, the rest will continue in force.
- In order to respect the Venue and its surroundings, I will not leave litter (paper, plastic wrappers) at the Venue or its surrounding area or otherwise disturb the natural environment. I agree that this is a key term of these Conditions of Participation.

### C. Participants' Conditions of Participation

- By accepting these Conditions of Participation, I acknowledge that,
  - I am in good health and am not suffering from any medical condition, which might prevent me from safely participating in the Event or impede me from completing the Event successfully;
  - I do not suffer from Heart Disease, High Blood pressure, Asthma, Diabetes or Epilepsy or such other medical condition that may be affected by my participation (e.g. pregnancy);
  - I have trained for the Event, following a suitable programme for the nature of the Event, particularly accounting for the altitude, terrain and climate;
  - I am wearing good quality, suitable and well-fitting running shoes whilst taking part in the Event;
  - I will obey all instructions of race officials and of any members of the medical team. I understand that such instructions may require me either not to participate in or to retire from the Event; and
  - I will not deviate from the Event route.

### D. Acceptance

If you have any doubts, or do not understand these Conditions of Participation and Attendance, you should not participate in the Event.

I agree that all the information I have provided during and after the registration process is true and accurate and that I have read and understood these Conditions of Participation and the Event privacy policy.

I..... (INSERT FULL NAME AND SIGNATURE)  
understand the terms and the effects of signing these Conditions of Participation.