

**TERMS AND CONDITIONS OF PARTICIPATION AND ATTENDANCE AT THE 2024  
UltraMARATHon EVENT IN NOVEMBER 2024**

**NOTICE:** This document is a legally binding agreement. Please read it carefully before signing up for the Marathon as a runner or spectator. By signing up for the marathon as a Participant you are acknowledging that you have read, understood, and accepted its terms.

**A. DEFINITIONS:**

1. **“Event”** the ultraMARATHon which will take place in Mara North Conservancy, Lemek Conservancy, Ol Chorro Conservancy and Enonkishu Conservancy (hereinafter collectively referred to as the **“Hosts Conservancies”**).
2. **“Organizers”** means **Mara Elephant Project Trust**, the Host Conservancies, and any member of their respective Board of Directors, management team, staff or other person (including race officials, security staff and the medical team) appointed by any of them to assist in the organization of the Event.
3. **“Host Conservancy”** means Mara North Conservancy, Lemek Conservancy, Ol Chorro Conservancy and Enonkishu Conservancy 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 organization of the Event.
4. **“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 construed accordingly.

**B. GENERAL CONDITIONS OF PARTICIPATION:**

1. I accept that and agree to participate in the Event on the basis that the Organizers undertake no responsibility for my personal health and/or safety during the Event and that such responsibility is mine alone. I agree that any claim or claims whatsoever that I may have concerning or arising out of my participation in the Event against the Organizers shall be determined exclusively by the courts of Kenya and in accordance with Kenyan Law.
2. I have been briefed on and acknowledge and accept the risks associated with my participation in the Event at the Host Conservancies, including risks associated with the risk of dehydration, being in close proximity to wild and unpredictable animals, unpredictable weather and rough terrain. I therefore undertake this Event entirely of my own volition and at my own risk.
3. I understand that Participation in the Event is subject to the Organizers’ right of admission and right of ejection without any compensation for failure to comply with these terms and conditions or any other directives and instructions that may be issued by the Organizers at any time before and during the Event. I acknowledge that the Organizers reserve the right to cancel, postpone, interrupt or stop the Event due to government cancellation, adverse weather, acts of God, civil disorder, acts of terror

or for any other cause that may render it impossible to hold the Event. The Organizers may modify the Event and update the Terms and Conditions of Participation at any time through any such media as the Organizers shall in their sole discretion determine. The Participant shall endeavor to keep abreast with new developments of the Event by regularly visiting the social media pages and the websites, specifically: **Instagram: @ultra\_mara\_thon, Facebook: Ultra\_Mara\_thon, Website: ultramarathon.co.ke and Email: [ultramarathon.ke@gmail.com](mailto:ultramarathon.ke@gmail.com).**

4. I understand the Organizers reserve the right to change Event dates, Host Conservancies capacity arrangements or cancel the Event and such cancellation, variation or interruption shall not entitle the Participants to any claim or refund.
5. I shall abide by all the instructions issued to me by the Organizers, security personnel and race officials including staying within designated areas.
6. 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 of Participation apply to such children.
7. I irrevocably consent to the use of my images in any medium, including live recordings, still photography, filming and sound recording as members of the Event audience, and consent to the free use of any such images or recordings by the Organizers and sponsors.
8. I accept that my personal belongings, vehicles, self and baggage are subject to search at the Host Conservancies, designated parking lots and before boarding any Event transport vehicle. I understand that any vehicle that is found abandoned around the Host Conservancies may be towed away and any bag, mobile device or such other item found unattended may be removed from the Host Conservancies by Security personnel and destroyed. I agree that co-operation with Security personnel is mandatory.
9. I understand that the entry or use of any prohibited or controlled substances under applicable statutes and regulations is strictly prohibited and I undertake not to bring into, or consume, any illegal substance at the Host Conservancies 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 Host Conservancies. Smoking shall only be permitted in designated areas.
10. I have full/comprehensive medical insurance including that which provides cover for emergency medical evacuation. In the event of my requiring medical assistance or evacuation not being covered by my insurance policy, I accept full responsibility for any costs associated with such action. I further acknowledge that if the Organizers are required to pay evacuation, medical, accommodation and other expenses on my behalf, whether or not I have insurance, I am liable to reimburse the Organizers in full for such expenses. I am aware that the participation in the Event organized by the Organizers, and their associates, agents and sub-contractors, contains inherent risks of illness, injury, death or loss or damage of personal property, whether caused by wild animals, other forces of nature, human acts, civil disorder, acts of terror or

omissions or Acts of God. I recognize that such risks may be present at any time during the Event and I am also aware that there are only temporary medical facilities available provided by the Organizers and the local hospitals. I acknowledge that the Event is be physically demanding and I understand the minimum physical requirements for my participation in the Event and I am fit enough to undertake it. I Further acknowledge that the Organizers shall are not in any way liable for and responsible for my personal and physical well-being.

11. I hereby expressly assume and indemnify, release and hold harmless the Organizers and their respective owners, directors, operators, management, employees, staff, agents and associates from all liability, blame and responsibility, direct or indirect, in the event of any illness, personal injury (fatal or otherwise) accidents, claims, losses, and of or damage to personal property including motor vehicles which might occur now and/or in the future however this may be caused through my participation in the Event and/or my general presence at the Host Conservancies. I further acknowledge and agree that I am waiving my rights, and those of any children within my care and control, to bring a court action or any other proceeding whatsoever, in any jurisdiction, to recover compensation or obtain any other remedy for any personal injury, death, loss of or damage to property and/or other damages related to me or any children within my care and control.
12. In addition, I hereby waive any rights (on my own behalf, those of children within my care and control and those of adults on whose behalf I am acting with their consent) that I have or may have to bring any claim, suit or proceedings against the Organizers and their respective owners, directors, operators, management, employees, staff, agents and associates, whether such claim, suit or proceedings are found in statute, contract, equity, tort or otherwise, related in any way to any illness, injury, death, damage, theft or loss suffered by me, any children within my care and control or our property, that may arise directly or indirectly from this visit and/or our participation in the Event and in any activities at the Host Conservancies.
13. I warrant to the Organizers that all the information I have provided during and after the registration process is true and accurate and that I have read and understood the privacy policy that forms part of these terms and conditions.
14. These Conditions of Participation are accepted on my behalf, on behalf of other adults who have consented and/or permitted me to accept the Conditions on their behalf, and on behalf of any minors accompanying me, and shall be binding on my and their assigns, heirs and legal representatives and on those of any minors accompanying me, and I fully understand that by accepting these Conditions of Participation by clicking on the place provided I release the Organizers and their respective employees, agents and officers from any culpability or liability on the terms set out herein.
15. In case I am submitting an application for registration and accepting these terms and conditions on behalf of another person or group of persons I confirm I have obtained the express consent of such persons or group of persons and that they have agreed to be bound by these Conditions of Participation.

16. If any portion of these Conditions of Participation is unenforceable, such portion shall be struck out provided that the remaining portion shall remain in full force and effect.

**C. PARTICIPANTS' CONDITIONS OF PARTICIPATION**

By accepting these terms and conditions, I acknowledge that:

1. I, and all persons on whose behalf I am acting, are in good health and not suffering from any medical condition, which might prevent me or them from safely participating in the Event or impede me or them from completing the Event successfully.
2. I, and all persons on whose behalf I am acting, do not suffer from Heart Disease, High Blood pressure, Asthma, Diabetes or Epilepsy or such other medical condition that may be affected by my or their participation.
3. I, and all persons on whose behalf I am acting, have trained for the Event, following a suitable programme for the nature of the Event, particularly accounting for the altitude, terrain and climate.
4. I, and all persons on whose behalf I am acting, are wearing good quality, suitable and well-fitting running shoes and clothes whilst taking part in the Event.
5. I, and all persons on whose behalf I am acting, will obey all instructions of race officials and of any members of the medical team. We understand that such instructions may require us either not to participate in or to retire from the Event; and
6. I, and all persons on whose behalf I am acting, will not deviate from the Event route.

**D. ACCEPTANCE**

I, \_\_\_\_\_ (FULL NAME)

\_\_\_\_\_ (SIGNATURE)

hereby confirm that I understand and accept the terms and the effects of signing these Conditions of Participation