



**TERMS AND CONDITIONS OF PARTICIPATION AND ATTENDANCE AT THE 2026
UltraMARathon EVENT IN NOVEMBER 2026**

NOTICE: This document is a legally binding agreement. Please read it carefully before signing up for the UltraMARathon as a runner or spectator. By signing up for the UltraMARathon 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 **“Host Conservancies”**).
2. **“Organisers”** means **UltraMARathon Company Limited by Guarantee**, 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 organisation of the event.
3. **“Host Conservancy”** means Mara North Conservancy, Lemek Conservancy, Ol Chorro 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 organisation 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.
5. **“Minor”** means a person under the age of 18 (eighteen) years.

B. GENERAL CONDITIONS OF PARTICIPATION:

1. I accept that and agree to participate in the event on the basis that the organisers undertake no responsibility for my personal health and/or safety during the event and that such responsibility is mine alone.
2. I agree that any claim or claims whatsoever that I may have concerning or arising out of my participation in the event against the organisers shall be determined exclusively by the courts of Kenya and in accordance with Kenyan Law.
3. 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, adverse weather and rough terrain. I therefore undertake this event entirely of my own volition and at my own risk.

4. I understand that participation in the event is subject to the organisers' 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 organisers at any time before and during the event. I acknowledge that the organisers reserve the right to cancel, postpone, interrupt, relocate, abandon or stop the event due to government order, 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 organisers may modify the event and update the terms and conditions of participation at any time through any such media as the organisers shall in their sole discretion determine. The participant shall endeavour to keep abreast with new developments of the event by regularly visiting the social media pages, websites, and newsletters, specifically: **Instagram: @ultra_mara_thon, Facebook: Ultra_Mara_thon, WEB: ultramarathon.co.ke, Email: info@ultramarathon.co.ke**
5. I understand the organisers reserve the right to change event dates, host conservancies' capacity arrangements or cancel the event and shall not entitle the participants to any claim or refund.
6. I shall abide by all the instructions issued to me by the organisers, security personnel and race officials, including staying within designated areas.
7. If I, the parent or legal guardian, have under my care or control a Minor participating in the event, then I shall ensure that they are accompanied at all times by a responsible adult and I understand that these Terms & Conditions apply to such Minor and are binding on me and the Minor.
8. For any participant who is a Minor, registration must be completed by the Minor's parent or legal guardian. The Parent or legal guardian hereby agrees to these Terms & Conditions on their own behalf and on behalf of the Minor and acknowledge that they are fully responsible for the Minor's supervision, safety, and conduct during the Event. The parent or legal guardian further agrees to indemnify the Organisers and/or Host Conservancies for any loss, damage or liability arising from the Minor's acts or omissions.
9. If my child is participating in the designated kids' race (3km, ages 5-14), I confirm that my child is physically capable of completing 3km on uneven terrain. I acknowledge that the kids' race will be conducted in a designated, supervised area, but that risks, including falls, dehydration, and proximity to wildlife, nevertheless exist. I agree to remain within sight of my child during the race and to follow all instructions. The Organisers reserve the right to remove any child from the race if they appear distressed or unable to continue.

10. For Minors aged 14-17 participating in the 12.5 km race, the parent or legal guardian confirms that the Minor has trained appropriately for this distance and is in good health to complete the race.
11. 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 organisers and sponsors.
12. I accept that my personal being, belongings, vehicles, 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.
13. 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.
14. 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 organisers 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 further confirm that each Minor participant is covered by a valid medical insurance policy that includes emergency evacuation, or that I will bear all costs of medical treatment and evacuation for the Minor.
15. I am aware that participation in the event organised by the organisers 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, omissions or Acts of God. I recognise that such risks may be present at any time during the event.
16. I am also aware that there are only temporary medical facilities available provided by the organisers and the local hospitals.
17. I acknowledge that the event is physically demanding and I am fit enough to undertake it.

18. I hereby expressly assume and indemnify, release and hold harmless the organisers from all liability, blame and responsibility, direct or indirect, in the event of any illness, personal injury (fatal or otherwise), claims, losses, and of 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.
19. 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 organisers 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.
20. I warrant to the organisers that all the information I have provided during and after the registration process is true and accurate.
21. 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 organisers from any culpability or liability on the terms set out herein.
22. If I am registering as a team representative on behalf of one or more other individuals (each a "Team Member"), I hereby warrant and represent that:
- a. I have obtained express, informed consent of each Team Member to provide their personal information and accept these Terms and Conditions on their behalf;
 - b. I have the full legal authority to bind each Team Member to these Terms and Conditions, including all waivers, releases, indemnities, and assumptions of risk;
 - c. I will provide a true and complete copy of these Terms and Conditions to each Team Member prior to registration;
 - d. Each Team Member is medically fit to participate in the specific event they have entered and to the best of my knowledge no Team Member suffers from any medical condition that would make participation unsafe;
 - e. Each Team Member is of sound mind and over 18 years of age or if under 18 has a parent or legal guardian who has authorised me to act on their behalf (and I will provide proof of such authorisation upon request);

- f. I agree to indemnify and hold harmless the Organisers and Host Conservancies from any and all claims, losses, liabilities, damages, and expenses (including legal fees) arising out of or related to any Team Member's lack of authority, lack of consent, misrepresentation of medical fitness, or any other breach of this clause.
23. Each Team Member retains the right to review these Terms and Conditions personally. If any Team Member does not agree to be bound, they must notify the Organisers in writing within 7 days of registration. Upon such notification the Organisers will cancel that Team Member's registration. Failure to opt out within that period shall constitute acceptance of these Terms and Conditions by the Team Member.
24. The Organisers will collect and process personal data of Participants for the purposes of organising, administering and running the Event, including registering Participants for their chosen events and sending individual copies of these T&Cs and Waiver form to each participant (where a team representative has registered them).
25. Where a team representative submits personal data of other individuals (team members), the representative warrants that they have obtained the explicit, informed consent of each Team Member for the Organisers to process their personal data for purposes set out in clause 24. The Organisers shall not be liable for any failure by the representative to obtain such consent.
26. The Organisers will not sell or rent Participants' personal data to third parties. Data may be shared with the host conservancies and their respective operators for security and safety management, medical and emergency response providers, and regulatory authorities if required by law.
27. The organisers may use a Participant's email address to send marketing newsletters, updates, and information about future events or products. For the avoidance of doubt, this is separate from the operational communications described in clause 24. Participants may only receive such marketing materials if they provide their explicit, opt-in consent by taking a clear affirmative action such as (but not limited to) ticking an unchecked box during the registration process. A Participant may withdraw their consent at any time by using the "unsubscribe" link provided in any marketing communication or by contacting the Organisers directly. Withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal.
28. Personal data collected for purposes in clause 24 will be retained for twelve months (12) months after the Event after which it will be securely deleted, unless a longer retention period is required by law or for the defence of legal claims. Personal data processed for direct marketing under clause 27 will be retained until the Participant withdraws their consent or unsubscribes.

29. 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. RUNNERS' 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 them or me from safely participating in the event or impede them or me from completing the event successfully.
2. I, and all persons on whose behalf I am acting, acknowledge that should I suffer from any medical condition that may affect or be affected by my participation in the event, that I am accepting the risks involved and that the responsibility for my personal health is mine alone;
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 conditions of participation.

If the Participant is a Minor:

Parent/Guardian Full Name: _____

Parent/Guardian Signature: _____



Date: _____