

**BY PROCEEDING WITH REGISTERING FOR THE EVENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTOOD THE AGREEMENT AND AGREE TO THE TERMS SET OUT BELOW.**

In consideration of Summit Events Pty Ltd (the "Event Organisers") accepting my participation in the Ultra-trail Drakensberg to be held in Kwa-Zulu Natal from 26 to 28 April 2024 (the "Event"), I agree to this release of claims, waiver of liability and assumption of risk.

I acknowledge that participating in the Event is a dangerous activity and that by such participation I am exposed to certain risks. I acknowledge that the enjoyment of trail running is derived in part from the inherent risks and exertion beyond the accepted safety of life at home or at work and that these inherent risks contribute to such enjoyment and is a reason for my participation in the Event.

I have read and understood the rules and regulations relating to the Event:

- I also agree that in the event I am injured or my property is damaged I will bring no claim, legal or otherwise, against the Event Organisers and/or EKZMW in respect to that injury or damage.
- I agree to Summit Events entering my personal details in the entry form into a database that will be used for the administration of the Event and which may be used for future marketing and promotion of Summit Events.
- I agree to allow my name, results, photographs, videos, multimedia or film likeness to be used for any legitimate purpose by Summit Events, the sponsors, or assigns without payment or compensation.
- I agree to abide by the Event rules, carry all mandatory gear at all times and follow the directions of all Event officials. Failing to do so can result in time penalties or disqualification.
- I assume full and complete responsibility for any injury or accident, which may occur while I am travelling to or from the event, during the event, or while I am on the premises of the event and the race route, including Registration Venues and the event Aid Stations.
- I also am aware of and assume all risks associated with participating in this event, including but not limited to falls, contact with other participants, effects due to weather, wildfires, traffic incidents, and conditions related to dangerous terrain.
- I acknowledge that the Event Organiser may be unable to go ahead with the event due to circumstances beyond their control and that the Event Organiser has the right to cancel or postpone the Event. These circumstances include but are not limited to the following:
  - An 'Act of God' such as but not limited to pandemics, fires, explosions, earthquakes, drought, tidal waves and floods;
  - Extreme weather conditions;
  - Participant and spectator safety considerations;
  - War, hostilities (whether war be declared or not), invasion, an act of foreign enemies, mobilisation, requisition, or embargo;
  - Rebellion, revolution, insurrection, or military or usurped power, or civil war;
  - Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
  - Riot, commotion, strikes, go-slows, lock outs or disorder;
  - Acts or threats of terrorism; or
  - Other unforeseeable circumstances beyond the control of the Event against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts.
- I acknowledge that by entering this area and/or participating in this activity, that Summit Events and EKZMW, its directors, employees and agents are not liable to me for:
  - loss, damage or destruction of any property; or
  - death or bodily injury to any person;

even if caused by the negligence of SANParks, its directors, employees or agents. By entering any EKZNW trails or territories, I or my heirs, executors and administrators also agree that we will indemnify EKZNW and hold it harmless against any claim which may be made against EKZNW as a result of such loss, damage, destruction, death or bodily injury.

I acknowledge that in any of the above circumstances my entry fees will be non-refundable.

### **Entry Cancellations and Amendments:**

#### **Entry Cancellation:**

If a runner wishes to cancel their entry, Summit Events requires written confirmation to [info@ultratraildrakensberg.com](mailto:info@ultratraildrakensberg.com) on or before the following dates:

- 50% - 17 Jan to 1 February.
- 40% - from 02 February to 01 March.
- 30% - from 02 March to 01 April.
- 0% - from 02 April.
- No substitutions are allowed.
- No deferrals will be accepted for health reasons or injury. The only exception is if the runner is pregnant and we require a doctor's letter/medical certificate emailed directly to the organisation. A deferral is valid for one year only. Certificates need to reach us by 07 April 2024.

#### **Entry Amendments:**

- You may downgrade (e.g. 100km to 65km) at any time before 07 April, provided that the respective race is not sold out. No partial refunds for downgrading.
- You may upgrade your event, e.g. from 36km to 65km, at any time before 07 April provided that the respective race is not sold out. You will need to cover the difference in the entry fee on the given date.

### **Medical Waiver:**

I declare, as a condition of entry to the Event, that I will be sufficiently trained for this Event and that I am not aware of any illness, injury or any other physical disability which may cause me injury or death whilst participating in the Event. I acknowledge and understand that whilst participating in the Event:

- I may be required to provide samples to the SAIDS anti-doping officials, and if I refuse to submit such samples it will be assumed that I am guilty and be disqualified;
- I may be injured, physically or mentally, or may die from various causes including, but not limited to, overexertion, dehydration, cardiac arrest, slips, trips or falls, exposed to wildfires, accidents with other participants, spectators and road users, or accidents caused by my own actions.
- I may be in a remote or isolated location where access to medical support may be limited and take significant time to reach me;
- There may be no or inadequate facilities for treatment or transport of me if I am injured;
- I assume the risk and responsibility for any injury, death or property damage resulting from my participation in the Event.
- I agree that if I am injured or require medical assistance, the Event Organisers can, at my cost, arrange medical treatment and emergency evacuation as deemed necessary. I agree that I am responsible for my own medical and ambulance insurance cover.
- I may not participate using a race bib belonging to another runner. If I am caught doing this, I acknowledge that I face disqualification from the race and that both runners will be banned from all future Summit Event races.

- I may not give my race bib to another runner to use. If we are caught, I acknowledge that both runners will be banned from all future Summit Event races.

I will declare the following medical information to the Event Organisers during registration in the medical space:

- any medical history and/or pathology, in particular, those which may increase risk during the sport
- the regular use of treatments and medicines during the 15 days prior to the start of the race

I accept that I may be asked to obtain a Medical Certificate from a Specialist clearing myself specifically for the Event, and that further medical evaluation by the Event Medical team may be necessary. I accept that a negative decision to partake in the event by the Event Medical Team is final. The medical information declared on the health space is accessible only to the Medical and Event Organisers.

In the event that I become aware of any medical condition or impairment, or am otherwise sick or injured prior to or during the Event, I will withdraw from the Event.

I hereby provide informed consent that my medical, training, race performance, and injury information may be used by Summit Events and their nominated research partners for research purposes only. I further understand and acknowledge that all analysed, researched or published information will remain anonymous, and will be treated and handled with the utmost confidentiality.

I agree to release, indemnify and hold harmless the Event Organisers, its officers, employees, agents, volunteers, contractors, public bodies, landholders and sponsors, from and against any and all claims, demands, right or cause of action, suits, expenses, costs and proceedings of any nature whatsoever which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property as a result of my entry or participation in the Event whether by negligence, breach of contract or in any way whatsoever.

**I ACCEPT THESE TERMS**