

# TANGA CITY MARATHON



## TERMS AND CONDITIONS

PROMOTIONS LTD

## **EVENT TERMS AND CONDITIONS.**

### **TANGA CITY MARATHON – TERMS & CONDITIONS AND INDEMNITY AGREEMENT – EVENT**

This registration is based on the event details stated on the website, social media and TV Adverts as set out below, relating to the Tanga City Marathon (“the Event”). I confirm having read and fully understood and accepted the “terms and conditions”. I declare that I am eligible to compete as defined by Athletics Tanzania. In signing this booking application to take part in the event, I hereby indemnify and hold harmless the Tanga City Marathon Event and their employees and agents from all losses and injuries sustained by me at the Event. Furthermore, I confirm that I am competent and agree to the terms and conditions hereto.

I acknowledge that:

1. NO seconding is allowed, in any form. All runners will only take water etc. at the official marked water points, not in between these or from vehicles, motorbikes etc . Anyone seen breaking any of the Race Rules will be disqualified at the Finish or after the event and their respective Federation and World Athletics notified.
2. I acknowledge and agree that the sporting event organized and/or managed by the event organizer (“the event“) is an event which includes inherent risks of serious injury, illness, death and/or damage to participants, sports and other equipment.
3. I acknowledge that the risks inherent in the event, include, but are not limited to risks arising from my skill and ability as a runner/walking athlete or any other named sport participant, my nutrition and fluid intake, my fitness and health prior to and during the event, the terrain which the event traverses, road surface, weather conditions, water conditions, vehicular and other road traffic, the actions of other competitors, the event organizer, sponsors and their principals,

representatives, agents and assigns. I undertake and agree to withdraw from participation in the event if advised or instructed by the event organizer to do so or if I, at any time, sense or observe any unusual hazard or unsafe condition and I am in any way concerned that it is unsafe for me to continue with the event or if I, in any way feel unable or unfit to safely continue with the event.

4. I appreciate and understand the risks inherent in the event and my participation therein. I accept these risks and confirm that I participate in the event at my own sole and absolute risk.
5. I undertake to follow all the rules of the event and all directions and/or instructions given to me by the event organizer and its principals, representatives, agents and assigns and understand that the event organizer's events are sanctioned by Athletics Tanzania.
6. I understand that I may be photographed and/or filmed before, during and after the event. I agree that the event organizer, the sponsors and their principals, representatives, agents and assigns may utilize any photographic, film or video image or likeness of me and my name for any legitimate purpose in connection with the event or future events to be organized by the event organizer.
7. I acknowledge that, due to my participation in the event, the event organizers shall contact me from time to time (by means of electronic mail, the short message service and/or telephone calls) for purpose of: (i) communicating event related information; (ii) advertising certain products and/or services which may assist me in my preparation for, and performance in, the event; and/or (iii) advertising athletics and/or other running events organized and/or managed by the event organizer. Accordingly, I hereby consent to any such communication.
8. Parents or guardians authorizing a minor's participation in the Event, which shall prima facie be evidenced by their signature on entry forms, thereby consent to such minor being bound to the foregoing and further indemnify the Parties to the extent, if any, to which such minor is not

capable of waiving his/her rights as stipulated above. Similarly should a competitor nominate an adult to enter them, they also agree to and waive their rights as above.

9. I accordingly hereby indemnify and hold harmless the parties to the fullest extent possible in law, against any claims occasioned as a result of my participation in the event of whatsoever nature or howsoever caused, including, without limitation, any loss, injury, harm, illness, death or damage of whatsoever nature and howsoever caused arising directly or indirectly out of any act or omission, including negligent acts of negligent omissions by the parties, including any claim for consequential loss of damage, loss of profits or any claim by any of my dependents arising from events related to, in connection with or occasioned as a result of my participation in the event.
10. I confirm that I understand the importance and the meaning of this liability disclaimer, the waiver of claims, and indemnity and that by agreeing hereto, I am waiving substantial legal rights (on my own behalf and on behalf of my dependents). I acknowledge that I have been free to secure independent legal and/or other advice as to the nature and effect of all the provisions of this liability disclaimer, waiver and indemnity and that I have either taken such independent legal and/or other advice or dispensed with the necessity of doing so.
11. I confirm that I understand that no refunds or substitutions/changes for the Tanga City Marathon event will be issued for any entries that have been confirmed and paid for.
12. Participants further acknowledges and agree that the event may be cancelled or delayed, due to forces beyond the event organizer's control (with such forces including, but not limited to: any acts of God, strike, war, riots, fire, floods, civil unrest, legislation, insurrection, pandemic, Government sanctions and/or trade disputes) and that in such circumstances, the event organizer shall not be required to refund the event's entry fee.

13. Participants agree that they will adhere to any health, and/or Government requirements as instructed by the Race Organizers.

