2026 SAFARI FULL & HALF MARATHON, 10KM EXECUTIVE and 5KM JUNIOR FUN RUN EVENT AT THE LEWA WILDLIFE CONSERVANCY

CONDITIONS OF PARTICIPATION AND ATTENDANCE 25th JUNE – 29TH JUNE 2026

NOTICE: These are the terms on which you agree to participate in the Full marathon/Half marathon/10km or 5km 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 five minutes to read and you are advised to read them before continuing to book your place. The terms which are in bold are key terms and we recommend that you read these carefully. By signing up 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 Lewa Safari Full Marathon, Half Marathon, Executive 10km and 5km Junior Fun Run 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

1. 1. Participating in the Event and being at the Venue carry certain risks to me that the Organisers cannot entirely eliminate. These risks may be present at any time during the Event. These risks include but are not limited to illness, death or personal injury, 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.
2. I have suitable insurance to cover any risk of participating in the Event including insurance that covers 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.
3. 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.
4. I am aware that there are only temporary medical facilities available provided by AMREF and local hospitals.
5. I acknowledge that the Event is physically demanding and I understand and meet the minimum physical requirements for participation in the Event.
6. I am fully responsible for all of my personal belongings and property which I bring to the Event.
7. 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 injury, loss or damage to personal property. I understand the terms and the effects of signing these conditions of Participation.

B. General Conditions of Participation

1. I agree that these Conditions and my participation in the Event are governed by the Laws of Kenya and I must bring any claim that I may have in respect of these Conditions and my participation in the Event in the Law Courts of competent jurisdiction established under the Laws of Kenya.
2. If you are participating as part of a corporate team, you agree that you are agreeing to these Conditions as an individual.
3. 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.
4. 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, pandemic, any unforeseeable or unexpected act or event, or for any other cause that may render it impossible to hold the Event.
5. The Organisers may modify the Event and update these Conditions at any time through the website www.lewasafarimarathon.co.ke or www.lewasafarimarathon.com I will check the website for any updates to the Event or changes to these Conditions on a regular basis.
6. 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 including refunds for my flights and any pledges made on my behalf or by me to charity.
7. The cancellation policy is as follows:
   - Cancellation 90 days and more before the Event will attract a full refund 100% of the race entry fee net of bank charges.
   - Cancellation between 89 days and 60 days before the Event will attract a deduction of 50% of the race entry fee net of bank charges.
   - Cancellation between 59 days and 30 days before the Event will attract a deduction of 25% of the race entry fee net of bank charges.
   - Cancellation 29 days before the Event, no refund of the race entry fee.
   - No refund will be issued for the camping fees and AMREF fees paid at any point.

   Please note that the unrefunded portion of the race entry fee will be used as a donation to support the projects that benefit from the Lewa Safari Marathon.
8. My participation in the Event is personal to me. If I wish to transfer my place in the Event to anyone else I will follow the terms and conditions under the Change of Runner policy. If I wish to have someone else participate at the Event on my behalf, I can do so at any time but for any change after the 5th of May attracts a surcharge of KES 5,000.
9. I ascertain that by signing up for the full marathon, i.e. the 42km race, I can finish the said race within six hours. If I will not have crossed the half/full-marathon split point by 10.30 am, I will not be allowed to start my second loop and will be recorded as a half-marathon finisher. I agree to adhere to instructions from the Organisers.
10. I am not permitted to switch race categories on the day of the event, including from Half Marathon to Full Marathon, 10km to Half Marathon and Half Marathon to 10km. Attempting to do so will result in immediate disqualification. The only exception to this rule is where a downgrade is required by a race marshal, due to medical reasons, safety concerns, or official timing cut-offs. In such cases, my results will be recorded in accordance with the distance I am permitted to complete and I will not be eligible for prizes.
11. I shall follow all instructions issued to me by the Organisers, security personnel, medical teams and race officials, including staying within designated areas and following instruction on the course. I agree that this is a key term of these Conditions.

12. 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.
13. I accept that I, my personal belongings, vehicles, any passengers in the vehicle and baggage 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.
14. 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.
15. All accommodation options, with the exception of the self-catering camps, are provided by independent contractors and are not affiliated with the Event Organisers in any capacity. This includes camping operators engaged to establish camps at the self-catering campsite. The Event Organisers expressly disclaim any responsibility or liability for the acts, omissions, or services rendered by these independent contractors.
    All transactions involving the independent contractors are conducted separately from the main event, and the Event Organisers bear no liability for any claims, disputes, or obligations arising therefrom. Furthermore, the Event Organisers shall not participate in, nor mediate, any disputes or breaches that may occur between you and the independent contractors.
16. The Organisers are not liable or responsible to me where any incident which I complain of is due to any unforeseeable, unavoidable or extraordinary circumstances and this includes the actions of any other Participant.
17. 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).
18. Nobody else has any rights under these terms, as these Conditions are between myself and the Organisers.
19. I cannot transfer these Conditions to anyone else. If a Court of Law finds part of these Conditions illegal, the rest will continue in force.
20. I am expected to uphold the principles of fair play, honesty, and integrity throughout the duration of the event. I shall not engage in any form of cheating, which includes but is not limited
    a) Impersonation
    b) Unauthorised assistance from non-participants
    c) Use of banned substances or performance-enhancing drugs
    d) Sabotaging or interfering with other participants
    e) Falsification or alteration of registration information
    f) Any other act intended to gain an unfair advantage.

    If I am found to be in violation of this clause I may face the following consequences, at the discretion of the race Organisers:
    a) Disqualification from the current race
    b) Disqualification from future events organized by Lewa Wildlife Conservancy and Tusk Trust Trading Limited
    c) Forfeiture of any prizes or awards.

    In the event of an alleged violation, the Organisers reserve the right to conduct an investigation. By participating in the Event, I acknowledge and agree to abide by the terms of this Cheating Prohibition Clause.
21. In order to respect the Venue and its surroundings, I will not leave litter (paper, plastic wrappers, bottles etc) 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. Data Protection

The Organisers are committed to ensuring the protection and proper handling of personal data in strict compliance with the Kenya Data Protection Act, 2019, and the provisions outlined in the Data Privacy Policy, accessible here.

As part of the Event, the Organisers may capture photographs and videos featuring participants, attendees, and audiences, which will be used to promote the Event and support conservation, community, and education initiatives across various media platforms. By signing below, you grant the Organisers the irrevocable right to photograph, film, and use your likeness for the aforementioned purposes without any expectation of compensation.

Should you prefer not to be photographed or filmed, you are required to notify the Organisers in writing at marathon@lewa.org prior to the Event, and reasonable measures will be taken to exclude you from such materials. You may withdraw your consent at any time by submitting a written notice to marathon@lewa.org, effective from the date of receipt. The Organisers will discontinue the use of your images or videos on their platforms; however, they cannot guarantee the removal of materials already disseminated by third parties. Furthermore, the Organisers may publish race results on their platforms as part of the Event's administration.

By signing, you consent to the publication of your results. If you do not wish for your results to be published, you must notify the Organisers in writing at marathon@lewa.org. The Organisers will take reasonable steps to address such requests while ensuring compliance with applicable data protection regulations.

D. 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.

I acknowledge that I have read and understood the Race Rules and Terms of Community Race as displayed on the official Lewa Safari Marathon websites (www.lewasafarimarathon.co.ke / www.lewasafarimarathon.com) and I agree to fully adhere to them throughout my participation in the event.

F. 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 confirm that I am the parent or legal guardian of the minor named above and that I have read, understood, and accept the Conditions of Participation on behalf of the minor, and consent to their participation in the event.

I.....

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