

Runners Official Entry

THE KANCHENJUNGA MARATHON

6th Nov

Thank you for your application. An entry form is attached below and the exclusion of liability you will find on the reverse. Please complete all the boxes and make sure that you understand the exclusion of liability before signing.

Closing date for acceptance

Please be aware that neither your tour package nor participation in the Kanchenjunga Marathon will be confirmed until your fully completed entry has been received by us / your tour operator and this at latest by....., 2017.

Last name (as written in passport)

First name (as written in passport)

Street & House No. (Present home address)

M/F

City (Present home address)

Date of birth

DD/MM/Year

Passport No (Or ID No.)

State / Province (Present home address)

Country (Present home address)

Telephone (Present home address)

Nationality

Email address

Running Club (if any)

T'shirt size (XS/S/M/L/XL/XXL)

I will participate in the following RUN of the Kanchendzonga Marathon:

Marathon

Half Marathon

Name of person to contact in case of emergency

Email address of person to contact in case of emergency

Phone number of person to contact in case of emergency

No entries or bookings are confirmed until the signed entry form and full payment have been received.

Date: _____ Signature: _____

Please note: You must personally sign this agreement. By signing you acknowledge that you have read, understood and accepted the Exclusion of Liability contract.

Required documents:

1. Passport size photo
2. ID Copy
3. Insurance copy

Please Send Your Signed Entry Form To:

The Kanchendzonga Marathon

Vajra Cinema, Gangtok, Sikkim

M: +91-7602546276

E:

info@kanchenjungamarathon.org

or

Exotic Vacations Nepal

Thamel, Kathmandu, Nepal.

T: +977-1-4385403

M: +977-9840001892

E: wangpin.thondup@gmail.com

Terms, Conditions & Liabilities

1. BACKGROUND

Participants in an ordinary marathon are easily injured. In connection with The Kanchendzonga Marathon the risk is obviously not less. The Kanchendzonga Marathon therefore recommends that you get a thorough medical check-up prior to running the marathon. This is also the reason for the following terms and conditions, including in particular the exclusion of liability in clauses 2-3.

2. PARTICIPATION ON YOUR OWN RISK

By signing this document you accept that your participation in the marathon is your own responsibility and at your own risk in every respect. You accept that you cannot claim any kind of damages, indemnification or any other compensation for personal injury, damage to property or any other loss, including any kind of indirect loss in connection with your participation in the marathon, from The Kanchendzonga Marathon, unless you are subjected to any kind of injury or loss due to gross negligence on the part of The Kanchendzonga Marathon or their employees. At the same time, the Kanchendzonga Marathon cannot be made liable for negligence displayed by independently participating third parties or the local authorities prior to, during or after the marathon.

If you are injured in any way due to your participation in The Kanchendzonga Marathon that suggests that you will be unable to go through with your stay in Sikkim as planned, you are also prevented from claiming damages, indemnification or any other kind of compensation.

Full marathon runners must be minimum 18 years old on race day. Half marathon runners must be at least 16 years old.

3. MEDICAL HELP

The Kanchendzonga Marathon will see to it that English-speaking doctors with personal experience in running marathons are available to the participants. If any treatment that is not or cannot be carried out by these doctors becomes necessary, it will be a matter between you, the local therapists and your travel insurance. You cannot hold The Kanchendzonga Marathon responsible for any errors or any negligence caused by local therapists. If the doctor or other assistants at the marathon find that it would not be defensible to let a participant continue, the person in question will be taken out of the marathon. The Kanchendzonga Marathon does not undertake any responsibility for such a decision, which will be made out of consideration for the health of the participant.

4. INSURANCE

Taking into consideration the special nature of the event, all participants are obliged to have their own insurance covering their stay in India and bring the insurance copy with them.

5. SPONSORS

Even though the Kanchendzonga Marathon is a small event, it requires the same organization and planning efforts as a major event. Therefore, the event is very dependent on voluntary contributions and sponsors, whose interests the Kanchendzonga Marathon must protect. As a consequence, on race day no runner may wear or promote any brand or company that may conflict with the interests of a Kanchendzonga Marathon sponsor. If you are considering wearing clothes with logos or writing exceeding 3x5 cm, please contact The Kanchendzonga Marathon beforehand for written permission.

The number allocated to each runner must be worn on the front of the shirt, and must be visible at all times during the race. Runners that disrespect these necessary regulations risks being taken out of the marathon and will not receive his/her medal or running time. These rules will apply without any financial compensation.

6. FILM & VIDEO

Family, friends and other spectators are very welcome to shoot photographs or make video recordings for private use. Professional photographers must obtain written permission from The Kanchendzonga Marathon beforehand. All rights in relation to the Kanchendzonga Marathon belong to The Kanchendzonga Marathon, and permission to use the name The Kanchendzonga Marathon or pictures from the event for commercial purposes, must be obtained in writing from The Kanchendzonga Marathon beforehand. Participation in The Kanchendzonga Marathon means there is a possibility that you may be photographed or filmed during the event. All participants must be aware that there is a chance that their image could be used in promotional material.

By signing the Liability Contract the participant accept that The Kanchendzonga Marathon does not offer any kind of payment / settlement to the participant when The Kanchendzonga Marathon is using photos or live footage in which the participant may appear.

7. THE SIKKIMESE, INDIAN LAW, REGULATIONS & CUSTOM

All the participants must realize that the Kanchendzonga Marathon is held in Sikkim, India and thus it has to follow the Sikkim law and regulations. Any behaviour by the participants that are against the Sikkim law and regulations are not acceptable. The Kanchendzonga Marathon also would like to remind all the participants to pay respect to the local custom as the race route will pass through villages. Participant that have caused big problem due to their improper behaviour for the Kanchendzonga Marathon risks losing his entry and will face a massive financial claim for compensation from the Kanchendzonga Marathon.

8. FORCE MAJEURE

Provided that the political situation, natural disaster or like conditions are out of the Kanchendzonga Marathon's control, inhibiting the planned completion of the Kanchendzonga Marathon, the following will happen:

- 1) In case the incident occurs before departure to India, the trip will be cancelled and the payment refunded. If possible, all participants will be offered a compensating journey.
- 2) In case the incident occurs after departure to India, there will be no refund of payment, but as many elements of the itinerary will be carried through as planned with changes in the details of the program if necessary.

9. SUPPLEMENTS TO THE OTHER CONDITIONS

These conditions, in particular the exclusions of liability in clauses 2-3, form part of your agreement with The Kanchendzonga Marathon. In case of and discrepancies between these conditions and the rest of the agreement, these conditions shall take precedence.

10. CHOICE OF LAW AND VENUE

By signing this agreement, you accept that any dispute in relation to your participation in the marathon will be subject to Sikkim State law. You also accept that any dispute that might arise in connection with your participation in the marathon is to be decided by the Kanchendzonga Board in Gangtok in the first instance.

11. LATE BOOKING POLICY

The registrations come after the deadlines are subject to a compulsory late booking fee of 100 USD. Last possible date to book and register with the Kanchendzonga Marathon 2017 is April 20th, 2017.