

Terms and Conditions of Contract



This Terms and Conditions of Contract includes all the rules and regulations and indemnity associated with the organisation and participation in Kalahari Augrabies Extreme Marathon events.

The South African Kalahari Augrabies Extreme Marathon (KAEM) events are organised by Augrabies Extreme Marathons CC.

- 1. KAEM Big Daddy** is a self-sufficiency foot race covering a distance of approximately 250km, held in 6 stages over 7 days.
 - Each participant must carry his/her supplies which include all food, supplements, clothing, sleeping bag, medical kit, toiletries and survival gear. Backpacks may be checked by a race official at any stage during the event. All equipment and supplies started with must be carried for the duration of the race.
 - One day/night stage will be included and this stage is approximately 75km. On this day the slower participants start at 06:00, with the rest starting in staggered fashion throughout the morning with the fastest participants leaving at 13:00.
 - Once darkness has set on the night stage it is essential to wear headlamps and keep it **ON at all times** as the route markers are reflective.
 - The cut-off time for the long stage is 09:00 the following morning.
- 2. KAEM Ultra** is a supported foot race covering a distance of approximately 160km, held in 4 stages over 5 days. Participants must pack supplies which include food, supplements, clothing, sleeping bag, medical kit and toiletries in a 15kg goodie bag that will be provided. Bags are transported from overnight camp to overnight camp. Each morning participants hand in their bags and collect it again at the next overnight camp upon arrival at camp. Participants must run with a day pack that must contain food for the day, warm clothing and survival gear including a headlamp. KAEM Ultra participants are not allowed to have any supplies and/or equipment transported in their goodie bags on behalf of KAEM Big Daddy participants.

3. Rules and regulations pertaining to all KAEM events participants

3.1 GENERAL

- No items may be discarded during the race, except food and food packaging as well as supplements packaging. These may only be discarded at checkpoints or overnight camps.
- The route each day is over a set distance, with a timed start and finish. Except for first day there will be staggered starts every day. These start times, based on the overall times of each participant, are posted each evening after the last participant has finished. Start times **CANNOT** be altered. If a participant missed his/her allocated starting time, his/her overall time WILL be calculated on the allocated starting time.
- There are checkpoints approximately every 8 – 11km intervals.
- The participant is responsible to ensure that the check point time keeper has listed him/her as having passed through the check point.
- The route will be clearly marked with marking tape and boards to indicate the route. Participants are given a handbook with maps to use for navigation, in addition to following the markers. The markers are positioned at approximately 300 to 400 meters apart.
- Participants must stay on the route. It is **NOT PERMITTED** to leave the route and deliberately take short cuts across open ground to reduce distances and gain an advantage. Any participant seen taking short cuts to shorten distances of the marked route will be considered a **NON-FINISHER** of the event. It is permitted to run parallel to the track to find harder ground.
- Except for the KAEM Big Daddy long day, the cut off for the daily stages is 19:00 as the route is not marked for the dark.
- Stretch tents are set up at overnight camps. Stretch tents sections are numbered and six participants are allocated per section. Participants must only sleep in allocated section. These allocations **CANNOT** be changed.
- No competitor is permitted to leave the overnight camp areas.
- Participants will be required to run with their race numbers, un-obscured, on their front. All other areas can be used for personal advertising on condition that it is not in conflict with any of our sponsors.
- Augrabies Extreme Marathon cc reserves the right to modify any part of the competition as a result of circumstances beyond its control.
- No competitor may interfere with another competitor.
- Abuse directed at ANY other competitor and/or ANY crew member will not be tolerated and will result in immediate disqualification.
- Should a participant see anything during the event that they are unhappy about, please discuss this with the Check Point Captain or Camp Commandant immediately; which will be communicated with the Race Director. Do not leave any issues until after the event as no action can then be taken. The Race Director's decision regarding any dispute or disqualification is final.
- Participants can be withdrawn from the competition if instructed by the Race Director, or on advice of the medical team if it is obvious that they are not coping with the extreme conditions that the event demands, or if any of these terms are disregard.
- **NO SMOKING IS ALLOWED DURING THE EVENT**
- **For safety to both the participant and other participants, earphones will not be allowed whilst on the route. They are permitted at the overnight camps only. (Cannot hear someone calling for assistance, shouting a warning to you or being aware of your surroundings.)**
- **Only the medical team, physios, photographers and race directors will be allowed at the Finish Camp on the rest day.**

3.2 ECOLOGICAL

KAEM events run over an ecologically sensitive and protected area. Any of the activities listed below are NOT PERMITTED. It is a SERIOUS AND PUNISHABLE OFFENCE. KAEM management and the KAEM brand completely dissociate itself from any of these activities. Should a participant be seen performing such activities, it will result in disqualification. Should the participant be found guilty of any of the activities by the South African Augrabies Falls National Park or any private farmer, it could result in prosecution.

- Littering (any form of littering)
- Deliberately damaging any flora and/or fauna (any form of plant and animal life)
- Deliberately damaging the terrain (veld, tracks, roads, rivers, riverbeds, etc.)

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- Removing anything from the terrain, including plants, trees, branches, animals, animal remains, birds, fish, eggs, stones, rocks, or anything found in the veld.
- Making a fire or burning anything.

3.3 REGISTRATION

- Registration will take place on arrival, and race briefing at the times communicated to participants of each event.
- Participants must produce relevant medical certification (or forms), compulsory equipment, and provisions for the duration of the race.
- Anyone without the relevant documentation and compulsory items will be regarded as a non-starter.
- ALL medication is to be shown and declared to the medical doctor.

3.4 FOOD REQUIREMENTS

- Participants must carry enough food to sustain themselves during the event.
- A minimum of 2000 Calories per day is recommended. (Please refer to the What to Eat article on the website)
- It is at the discretion of the event medical practitioner at inspection to ascertain if enough food is provided for.
- During the event, should a participant dehydrate or if the medical team feels that the participant is undernourished and are endangering himself/herself, he/she will be re-hydrated orally or intravenously. Should the participant require two (2) intravenous drips or regular oral re-hydration, he/she will be withdrawn.

3.5 WATER DISTRIBUTION

- KAEM is sponsored by and provides participants with aQuellé water (still and plain).
- Check points during the event are approx. 8 – 11 km apart –1.5 litres of water are supplied per participant at each check point and 5 litres at the overnight camp each day. The 5 litres are also for filling water bottles the next morning for the leg from Start to Check Point 1.
- An additional of 1 litre of hot, boiled water for cooking will be allocated per participant each day.
- An additional 5 litres are supplied for the rest day.
- This is the only water that are supplied to participants. Additional water supplies may be issued if the conditions demand it. This water will be distributed from drums.

4.6 ASSISTANCE DURING THE RACE

- No assistance may be accepted from any person or facility not connected to the event or crew.
- No participant may carry equipment or supplies for another participant.
- Only water and medical assistance may be accepted from crew at check points and the finish. Participants may not accept or take any food, drinks or any other supplies from other participants, crew or medical team member.
- The organisers reserve the right to make allowances for any participants with a disability.

4.7 MEDICAL ASSISTANCE

- A full medical team will be in attendance throughout the duration of the event.
- Any self-medication taken during the event **MUST** be declared and approved by the race paramedics at registration.
- The medical team is there for the participant's wellbeing, and not to dress blisters related to normal wear and tear on an extreme event.
- Participants must carry their own blister treatment kit and look after their blisters.
- The medical team will attend to feet at their discretion, should an infection be starting.
- Strapping to prevent chafing must be carried by the participant. No strapping will be done for chafing. If this becomes necessary as a result of infection or raw skin, this strapping will be charged for.
- This does not include strapping for injuries such as sprains, pulled muscles, etc.
- If the paramedics feels medical assistance is being used to give the participant an advantage, the organisers can decide on whether to withdraw the participant or deny them a podium finish.

4.8 EVENT ABANDONMENT AND RETIREMENT

- Participants may withdraw from the race at any time and if so, he/she **HAS TO NOTIFY** an official.
- Should a participant retire or be withdrawn from the event, accommodation will be reserved on his/her behalf and all costs incurred (i.e. accommodation, meals, etc) must be paid directly to the provider by the participant.
- Withdrawal or being withdrawn from the race **will not** automatically allow the participant to become part of the crew. The participant will only be allowed to join crew members at check points or in the field by permission from the Race Director the participant will have to obtain permission for every time that he/she has an opportunity to join the crew.

4.9 PASSPORTS, VISAS, VACCINATIONS AND INOCULATIONS

- Make sure that your passport is valid for international travel and that it is valid for at least six (6) months **AFTER** you leave South Africa.
- The responsibility for the provision of current and valid passports, visas, vaccinations and inoculations, where required, is that of the customer alone and Augrabies Extreme Marathon cc shall not be responsible or liable for any consequence of any nature arising from the entrant failing to ensure that he or she has complied with all such requirements.

4.10 ENTRY FEES

- Entry fees and prices include what is listed in the various packages (see event page sections).
- Entry fees do not include personal items, beverages, meals not included in the itinerary or part of the package, telephone calls and any items not specifically stated.
- Until Augrabies Extreme Marathon cc has received full payment, we reserve the right to change the prices.
- The entry fee is guaranteed once full payment has been received.

4.11 Conditions for Cancellation

- In the event of entrants cancelling their reservations, Augrabies Extreme Marathon cc shall have the right either to claim the total amount of any deposit paid by such an entrant or to claim any damages suffered by the Corporation.
- The maximum cancellation fees that may be imposed are as follows:
- From time of booking until 01 May 2022 – Deposit of ZAR2,500
- Until 01 August 2022 – ZAR 7,000

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- Until 10 September 2022 – 50% of the event price
- After 10 September 2022 – 100% of the event price

4.12 INSURANCE AND MEDICAL INSURANCE

- It is strongly advised that adequate insurance cover is taken in the event of cancellation prior to departure due to illness, accident or injury.
- It is compulsory to have medical travel insurance or medical aid which covers the event for the duration of the event.
- In most circumstances Mediclinic Upington does not accept Medical Travel Insurance Policies or certain South African Medical Aid as payment. Should participants need hospitalisation, they will be required to pay for hospitalisation and claim this amount directly from their Medical Travel Insurance Policy or Medical Aid upon return home. A valid credit card is required for admission to hospital.
- Ambulance transport costs to the hospital are for participants' personal account. Please ensure that Medical Travel Insurance Policies or Medical Aid cover this.
- Augrabies Extreme Marathon cc will not be liable for ANY hospitalisation costs on participants' behalf.

4.13 RESPONSIBILITIES & IDEMNITY

- Augrabies Extreme Marathon cc is responsible for arranging and providing the services listed in the event itinerary.
- Any tours that are booked and all tour arrangements that are made on the express conditions that Augrabies Extreme Marathon cc, their servants and agents shall not be responsible for, and shall be exempt from, all liability in respect of any loss, damage, accident, delay or inconvenience to any person, or his or her luggage, or other property, wherever, whenever and howsoever the same may occur.
- Participants enter KAEM events at own risk. AUGRABIES EXTREME MARATHON cc, THEIR SERVANTS AND AGENTS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER.
- Augrabies Extreme Marathon cc is not responsible or liable for any act of God, strike, riot, civil disobedience, theft or other condition or event beyond its control.

4.14 ITINERARIES VARIATIONS

- While every effort is made to keep to all published itineraries, we reserve the right to make changes for your convenience.
- Where conditions may necessitate an alteration in events itineraries, it does not constitute any reason for refund.
- No refund for unused services will be considered.
- Circumstances beyond the organisers' control that may result in a cancellation of any stage or the entire event after it has started, will not constitute a refund.
- By law according to the South African Event's Act, should the temperature exceed the prescribed safety levels, that stage will be stopped for the day.

4.15 JURISDICTION

Augrabies Extreme Marathon cc and the customer hereby consent in terms of Section 45(1) of the Magistrate's Court Act No. 32 of 1944 as amended in respect of any proceedings which may be instituted by either of them to the jurisdiction of the Magistrate's Court which at the time of such proceedings has jurisdiction over them in terms of section 28(1) of the aforesaid Act, but acknowledge that the party suing shall have the right should it in its discretion desire to institute action in a competent division of the Supreme Court of South Africa in which event, the costs of such action shall be determined in accordance with the tariff or fees applicable to the Supreme Court in force at such time. Augrabies Extreme Marathon cc and the customer expressly agree that the laws of the Republic of South Africa shall govern this agreement and any claim as more fully envisaged above.

PARTICIPANT FULL NAME

SIGNATURE