

2025 WHITE CONTINENT & PUNTA ARENAS 50k, MARATHON & HALF MARATHON ADVENTURE

Please complete the form below/one form per person. Send along with a copy of your passport photo page (if you currently have your passport/ otherwise when you obtain passport send a copy).

Please make \$2500.00 deposit check payable to: **Kathy Loper Events** PO Box 524 Pine Valley, CA 91962

Second Payment of \$4500.00 due: June 30, 2024

Balance due: September 30, 2024

PLEASE PRINT USING BLOCK LETTERS:

Passport Name (first ar	nd last)						
Address							
City	State/P	rov	Postal Code	(Country		
Cell Phone	Em	ail					
Passport Number		_ Passport E	xp. Date	Country	of issuance	<u>}</u>	
Gender: M F	(circle one)	Dietary F	testrictions:		_		
Emergency contact nar	ne and phone						
OPTIONS: Single Person Room _		Match	me in a hotel rooi	n with another	runner	_	
I have read and agree	to the Terms & (Conditions a	nd the Release &	Waiver:			
Signature			_				
Age on January 22, 202	25 (scheduled ra	ce day)		Birth date: Mo	Day	Yr	_
White Continent Mara	thon Event:	50k	Marathon	Half-Marath	on	Spectator	(circle one)
Punta Arenas Maratho	on Event:	50k	Marathon	Half-Marath	non	Spectator	(circle one)
T-SHIRT: XS S Please note t-shirts and							circle one))

Marathon Adventures 763-360-3810 <u>www.marathon-adventures.com</u>



2025 White Continent & Punta Arenas Marathon Adventures Terms & Conditions, Waiver & Release

In consideration of you accepting this entry, I, the participant, intending to be legally bound do hereby waive and forever release any and all rights and claims for damages or injuries that I may have against the Event Director, RunSignup.com, and all of their agents assisting with the event, sponsors and their representatives, volunteers and employees for any and all injuries to me or my personal property. This release includes all injuries and/or damages suffered by me before, during or after the event. I recognize, intend and understand that this release is binding on my heirs, executors, administrators, or assignees.

I know that running a road race is a potentially hazardous activity. I should not enter and run unless I am medically able to do so and properly trained. I assume all risks associated with running in this event including, but not limited to: falls, contact with other participants, the effects of weather, traffic, and course conditions, and waive any and all claims which I might have based on any of those and other risks typically found in running a road race. I acknowledge all such risks are known and understood by me. I agree to abide by all decisions of any race official relative to my ability to safely complete the run. I certify as a material condition to my being permitted to enter this race that I am physically fit and sufficiently trained for the completion of this event and that a licensed Medical Doctor has verified my physical condition.

In the event of an illness, injury or medical emergency arising during the event I hereby authorize and give my consent to the Event Director to secure from any accredited hospital, clinic and/ or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.

As it applies to my participation in this race, I agree to abide by the Center for Disease Control (CDC)'s recommendations for the prevention of the spread of COVID-19 and attest to having read the CDC's guidance at: https://www.cdc.gov. I also agree to abide by any COVID-19 distancing and other safety guidelines issued by the state, the community or by this race for my participation in this race.

Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, videographic or electronic recording of this event for legitimate purposes.

This event follows the standard running industry policy: All entry fees are non-refundable. We reserve the right to postpone or cancel the event due to circumstances beyond our control such as a natural disaster or emergency or as required to protect the safety of participants and staff. No refunds will be issued under these circumstances. We reserve the right to change the details of the event without prior notice. I understand that my entry fee is nonrefundable and bib numbers are non transferable.

By submitting this entry, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the above release and waiver including the no refund policy.



2025 White Continent & Punta Arenas Marathon Adventures Terms & Conditions, Waiver & Release (Continued)

Rates: Air & Land Prices may change due to currency fluctuations or changes in the tax.

Reservations and Payments: A completed tour application together with an initial deposit of \$2500.00 per person which is non-refundable. This will hold a spot. An additional deposit of \$4500 per person must be received before June 30, 2024 before confirming reservations on a definite basis. The balance of payment is due September 30, 2024.

Cancellations: PLEASE NOTE DEPOSITS ARE NON-REFUNDABLE AND NON-TRANSFERABLE. A \$2500 per person cancellation fee will be charged if cancellation is received in writing after February 17, 2024 and before July 1, 2024. A \$7000 per person cancellation fee will be charged if cancellation is received in writing after June 30, 2024 and before October 1, 2024. No refund applies to cancellations after September 30, 2024 and the full balance will become immediately due.

Not included in price: All items not specifically listed under tour features. All taxes are subject to change.

Travel Insurance: Medical evacuation insurance and trip cancellation, trip interruption, baggage, health and accident insurance is REQUIRED for all participants. Residents from outside the U.S. must check within your country for availability of insurance coverage.

Event Waiver: In consideration for my entry acceptance, I hereby for myself my heirs, executors and administrators release any and all rights for damages I may have against the sponsors, organizers, government officials, Marathon Adventures, Kathy Loper Events, Amazing Running Tours, and Aerovias DAP or its affiliates, or any individual associated with the event. I attest that I am physically fit to complete in these challenging events. I grant full permission to any and all of the foregoing to use my likeness in all media including photographs, pictures, recordings, or other record of this event for any legitimate purpose. I also understand that I am traveling to a very remote destination and that weather, acts of God and other forces beyond my control may prevent the event from taking place. If the event is not held, I understand that no refund of my travel expenses or entry fees will be reimbursed.

Responsibility: These tours are operated by Marathon Adventures of Minneapolis, MN who acts only as an agent for the passenger to the companies offering such services and assumes no liability for injury, damage, loss, accident, delay or irregularity caused by any reason whatsoever by any party offering such services. All terms and conditions offered are governed by the laws of Minnesota. The right is reserved to cancel the tour prior to departure with a refund (less any related expenses) made as full settlement to the passenger. The right is reserved by Marathon Adventures to deny acceptance of a booking application by any person. Marathon Adventures may make any changes or alterations to the itinerary it deems necessary for the proper handling of the tour. The sole responsibility of any airline used is limited to that set out in the passenger contract evidenced by the ticket. The airlines concerned are not to be held responsible for any act, omission or event during the time that the passengers are not on board their aircraft. All race participants must sign the trip application which acts as the race entry form and liability waiver.

Acknowledgement of Cancellation Policy: I hereby acknowledge the above cancellation policy. I further understand that should I cancel after September 30, 2024 I owe Marathon Adventures the full remaining balance and agree that I will pay Marathon Adventures the full remaining balance. I also understand that if I cancel after September 30, 2024 and do not pay Marathon Adventures the full remaining balance, that the dispute will be settled in a court of competent jurisdiction in the State of Minnesota, County of Hennepin and I will be responsible for all court, legal and attorney's fees, including reimbursing Marathon Adventures for time spent pursuing the collection at the rate of \$250/hour. I also understand if I fail to appear for court and a default judgment is



entered against me, that I agree to pay all expenses for collecting the amount of the default judgment, including, but not limited to flights to and from my home city, local court fees, local sheriff or other debt collector-for-hire fees, etc.

Rights: Marathon Adventures of Minneapolis, MN reserves the right to change or modify any or all portions of the listed itinerary and/or pricing. However, Marathon Adventures, will do everything to honor the itinerary and pricing listed. But, certain circumstances and/or events beyond Marathon Adventures' control could happen and thereby necessitate a change in itinerary and/or pricing. Should such an event arise, Marathon Adventures will contact any and all registrants to notify of the event and corresponding change(s). Should Marathon Adventures change the itinerary and/or pricing and after contacting the registrant to notify the registrant of the change, the registrant decides to cancel, the cancellation terms listed above shall apply.

Deposit constitutes acceptance: If a passenger submits their deposit, but does not include a signed agreement, passenger agrees and understands that submission of said deposit constitutes agreement and acceptance to these terms.

I know that running a marathon is potentially a hazardous activity. I should not enter and run unless I am medically able and properly trained. I also know that police protection will not be provided, and there may be traffic on the course route of which I must watch for vehicles at intersections and on the roads. I also assume any and all risks associated with running these events including but not limited to falls, contact with other participants, the effects of weather including high heat and/or humidity, cold temperatures and wind chills, snow, blizzards and the condition of the roads and trails.

I further understand that these events are taking place without the assistance of any medical personnel. I acknowledge that I have purchased or will purchase medical evacuation insurance in the event of any medical emergency. I assume all responsibility and the possible consequences for whether or not I purchase said medical evacuation insurance. Further I waive any claims I might have against any of the aforementioned people, organizations, etc. as a result of there being no medical personnel. I assume all risk related to every aspect of this event from the time I leave my home to the time I return to my home after the conclusion of this event.

I acknowledge that Antarctica is in a remote area and that unique and/or novel diseases (e.g., avian flu, Covid-19) could prevent us from reaching Antarctica, and/or alter our itinerary, and/or impact where we're able to run, and/or impact if and/or where we're able to camp.

I further understand that the Chilean or United States Government could deny or revoke approval for the event, in part or in full, at any time and my only recourse is submitting a claim with my travel insurance, which I understand and acknowledge I am required to purchase prior to departing for this event. I further understand that these events are taking place in a remote area of the world, where the weather is unpredictable. I acknowledge that it is possible that I may not be able to complete my race on Antarctica for any reason (e.g., weather). I also acknowledge that if we are told that we must evacuate I will fully cooperate, understanding that if I have not already completed my race, that I will not be able to complete on Antarctica and that my sole/only recourse is submitting a claim with my travel insurance. Knowing these are possibilities, I acknowledge that I have purchased or will purchase travel insurance with trip cancellation and trip interruption coverage. Knowing these are possibilities, I further waive any and all legal rights I may have against Marathon Adventures, Kathy Loper Events, Amazing Running Tours and/or Aerovias D.A.P., should we need to evacuate the island, and understand that my only financial recourse is through filing a claim with the travel insurance provider.

I recognize that if I choose to wear a portable listening device during the race that it may create a distraction which may increase my risk of injury. I further acknowledge that the race course is on dirt and rocky trails/roads that contain large pot holes, stones, puddles, small streams, snow, ice and a number of other possible hazards that may cause me injury.



Knowing these facts, and in consideration of your acceptance of my entry fee, I hereby for myself, my heirs, executors, administrators or anyone else who might claim on my behalf, covenant not to sue, and waive, release, and discharge Marathon Adventures, any person and their heirs and/or assigns associated with Marathon Adventures, and any organization associated with the race, and the local governments and police, volunteers, and any and all sponsors including their agents, employees, assigns or anyone acting on Marathon Adventures' behalf, from any and all claims or causes of action (known or unknown, foreseen or unforeseen) for death, personal injury or property damage of any kind or nature including those arising out of, their negligence in the course of, my participation in this foot race and all other events and activities associated with this race.

I agree that Marathon Adventures officials have the right to remove me from the race and related activities if they are of the opinion that it is in my best interest or the best interest of Marathon Adventures that I be removed.

I further grant permission to Marathon Adventures and/or agents authorized by them to use any photographs, videotapes, motion pictures, recordings, or any other record of this event for any purpose without limitation or compensation.

I also agree and understand that there is no set time limit. However, I understand that the plane may need to return and evacuate us from Antarctica if weather is severe. If an evacuation is necessary, I understand that I will be required to stop running, even if I have not completed my race and return immediately to the plane. I have read the foregoing and certify my agreement by signing below.

Signature of participant (or Guardian if under 18)	Date