

## 2024 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 \$2000.00 deposit check payable to:

Marathon Adventures, 10361 Yates Drive North, Minneapolis, MN 55443.

Kathy Loper Events, P.O. Box 524, Pine Valley CA 91962

Age on January 15, 2024 (tentative race day)\_\_\_\_\_\_

White Continent Marathon Event: 50k Marathon Half-Marathon Spectator (circle one)

Punta Arenas Marathon Event:50kMarathonHalf-MarathonSpectator (circle one)

T-SHIRT: S M L XL (circle one) JACKET: S M L XL (circle one))

Marathon Adventures 763-360-3810 www.marathon-adventures.com

Birth date: Mo\_\_\_\_ Pay\_\_\_ Yr\_\_\_\_



## 2024 White Continent & Punta Arenas Marathon Adventures Terms & Conditions, Waiver & Release

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 \$2000.00 per person which is non-refundable. This will hold a spot. An additional deposit of \$3500 per person must be received before July 31, 2023 before confirming reservations on a definite basis. The balance of payment is due October 15, 2023.

**Cancellations:** PLEASE NOTE DEPOSITS ARE NON-REFUNDABLE AND NON-TRANSFERABLE. A \$2000 per person cancellation fee will be charged if cancellation is received in writing after May 31, 2023 and before July 1, 2023. A \$5500 per person cancellation fee will be charged if cancellation is received in writing after June 30, 2023 and before September 1, 2023. No refund applies to cancellations after September 1, 2023 and the full balance will become immediately due.

**Not included in price:** All items not specifically listed under tour features. A reciprocity tax is charged on arrival for passports holders of Canada (\$132 USD) and Australia (\$95 USD). Any new tax imposed by any government agency. All taxes are subject to change.

**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 full refund 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 in the itinerary as 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 1, 2023 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 1, 2023 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.



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 and the condition of the roads and trails.

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.

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 road race and all other events and activities associated with this race.

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 further understand that the Chilean Government could deny or revoke approval for the event 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) and we are told that we must evacuate. Knowing this is a possibility, I acknowledge that I have purchased or will purchase travel insurance with trip cancellation and trip interruption coverage. Knowing this is a possibility, 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 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.

Make Life an Adventure 26.2 Miles at a Time.™