



## **DISCLAIMER FORM MAURITIUS MARATHON**

I hereby recognize that I am entering into a contractual relationship with, Mauritius Marathon and partners.

I hereby state that I am physically and morally fit to participate in the proposed Marathon and exclude Mauritius Marathon, partners and preposés of all responsibilities and liabilities in case of accidents, wounds, whether light, severe or fatal as result of the non divulgation of medical information or in case of accident due to negligence whatsoever, howsoever and or for any resulting loss.

Having given due consideration to the services proposed by Mauritius Marathon and partners, its representatives, employees, administrators, members, sub-contractors and all other persons or affiliated entities, I accept and recognize the following:

1. I hereby take cognizance of and accept and undertake to adhere to the rules and regulations of the proposed activity.
2. I am fully aware of and accept responsibility for the inherent risks attached to the activity in which I have agreed to participate in.
3. I confirm that I am neither under the influence of any alcohol nor under the influence of any drug(s) nor am I under treatment for or dependent upon same.
4. My participation in the activity of Mauritius Marathon and partners is purely voluntary and I have chosen to participate in it as a fully informed person.
5. I consent to disengage Mauritius Marathon and partners of any liability for any claim, request for indemnities or as a result of any judicial suit/proceedings made by myself and/or my heirs further to my participation in the activity that I undertook.
6. I therefore engage myself to exonerate Mauritius Marathon and partners, of all judicial suit/proceedings and responsibilities for loss of material, damages and costs born by a participant, security guards or any other person further to my conduct or participation in the activity provided by Mauritius Marathon and partners.
7. Despite all the efforts and precautionary measures, taken by Mauritius Marathon and partners, to put at my disposal appropriate equipments and competent personnel for the chosen activity, I recognize that this activity contains certain risks that cannot be eliminated without destroying the unique cachet of this activity.
8. These same elements of risks may lead to losses or material damages, wounds, sicknesses or in extreme cases, permanent traumas, invalidities, or human death. I also understand that Mauritius Marathon and partners estimates it important to inform me in advance of the danger and inherent risks pertaining to the activity in which I have decided to participate.
9. I am responsible for all equipments that will be entrusted to my custody and accept that all equipments lost or damaged will be claimed back in whole or in part by Mauritius Marathon and partners.
10. I am conscious that by affixing my signature at the bottom of the present document, I confirm that no liability will lie upon Mauritius Marathon and partners, before a court of law for any personal injury, loss or damage to my material/belongings or death.
11. I accept to give to Mauritius Marathon and partners, the authorization to use, reproduce and distribute photographs, films, bands and recording of my persons for marketing purposes.

I declare that I have read and understood the statement of recognizance of risks and the Disclaimer with respect to claims in damages or indemnities as stated above.

Read and Approved

**Any dispute, difference, claim or action arising out in tort or in contract between the parties shall be governed and construed by the Laws of Mauritius and subject to the exclusive jurisdiction of the Courts of Mauritius.**