



JUST SUMMIT TRAILS

TERMS OF PARTICIPATION

Last updated: September 2026

Just Summit Trails ('Just Summit', 'we', 'us' or 'our') organises hiking, outdoor, wellness, recreational, travel and related experiences.

These Terms of Participation (Terms) apply when you register to participate in a Just Summit experience. They explain the conditions on which you participate, your responsibilities as a participant, the responsibilities of Just Summit and important information concerning the risks associated with outdoor activities.

Please read these Terms carefully before registering for or participating in a Just Summit experience.

By registering for or participating in a Just Summit experience, you agree to these Terms.

1. About these Terms

Outdoor experiences involve adventure, physical activity and exposure to natural environments. They may also involve risk that cannot be completely eliminated.

These Terms are intended to ensure that you understand the basis on which Just Summit experiences are organised and the responsibilities that we and our participants have towards each other.

They should be read together with any information provided for the particular experience and where applicable, the:

- Just Summit Trails Safety Policy.
- Environmental and Trail Conservation Policy.
- Cancellation, Refund and Transfer Policy.
- Privacy Notice.
- Equality and non-discrimination policy.

Where specific requirements apply to a particular experience, we will communicate them to you before or during the experience as appropriate.

2. Who can participate

Participation requirements may differ between Just Summit experiences.



An experience may have requirements relating to age, physical demands, hiking experience, equipment or other considerations arising from the nature of the activity.

We will seek to provide sufficient information about an experience to help you determine whether it is appropriate for you.

You are responsible for considering the information provided and making a reasonable assessment of whether you are able to participate.

Where you are uncertain about the suitability of an experience, we encourage you to contact us before registering.

We may decline or restrict participation where we reasonably consider this necessary for safety, legal or operational reasons.

3. Information about the experience.

Before the experience, we will seek to provide information reasonably necessary for participants to prepare appropriately.

Depending on the experience, this may include information concerning: the route or destination, distance, elevation or altitude, expected duration, difficulty, terrain, meeting and departure arrangements, clothing and equipment, food and drinking water, weather or environmental conditions and other relevant preparation requirements.

Descriptions of distance, duration, difficulty and other trail characteristics are reasonable estimates or general guidance. Actual conditions and individual experiences may differ.

Outdoor conditions may also change before or during an experience.

We will take reasonable steps to communicate material changes where appropriate.

4. Your Responsibilities

By participating in a Just Summit experience, you agree to:

- Provide information reasonably requested for your registration, participation or safety;
- Take reasonable steps to prepare for the experience;
- Bring clothing, footwear, water, food, medication and equipment communicated as necessary for the experience;
- Follow lawful and reasonable instructions given by Just Summit guides, designated safety personnel, rangers or relevant authorities;
- Remain within the designated group or route unless otherwise instructed;
- Promptly inform the team if you become unwell, injured, distressed, disoriented or require assistance;
- Avoid conduct that unnecessarily places you or another person at risk;
- Respect other participants, our team, local communities and other trail users;
- Respect wildlife, trails and the natural environment; and



- Comply with applicable park, forest, conservation and other lawful requirements.

We expect participants to act responsibly towards themselves and others.

5. Health and information relevant to your safety

Outdoor experiences may involve physical exertion, altitude, uneven terrain, changing weather and other conditions that affect people differently.

We may therefore ask you to provide current information that is reasonably relevant to your participation or our ability to assist you in an emergency.

You are responsible for providing such information accurately to the best of your knowledge and for informing us of a material change where it may affect your participation or safety.

You remain responsible for bringing and managing any personal medication you may require unless another arrangement has expressly been agreed.

Providing health information does not mean that Just Summit has medically assessed or certified you as fit to participate.

Personal data, including health and emergency information, will be handled in accordance with the *Just Summit Trails Privacy Notice*.

6. Safety and guide instructions

Your participation is subject to the *Just Summit Trails Safety Policy* and reasonable safety decisions made during an experience.

Conditions may change and safety decisions may therefore need to be made before or during an experience.

Where reasonably necessary, a Just Summit guide, designated safety person, ranger or other authorised person may:

- Change the pace or group arrangement;
- Require participants to remain together;
- Require a participant to rest;
- Alter the route;
- Establish or change a turnaround time;
- Require a participant to turn back;
- Prevent a participant from continuing beyond a particular point; or
- Suspend or terminate an activity.

You agree to comply with lawful and reasonable safety instructions.

A decision to turn back or discontinue an experience should not be treated as a failure to complete it.

The summit can wait. Safety cannot.

7. Changes to an experience

Outdoor experiences are affected by circumstances that may change before or during an experience.

Just Summit may reasonably change the route, destination, itinerary, meeting or departure arrangements, pace groups, turnaround point or other aspects of an experience where this is necessary or appropriate because of:

- Weather or environmental conditions;
- Trail conditions;
- Safety concerns;
- Park, forest or conservation requirements;
- Instructions from relevant authorities;
- Transport or access difficulties;
- Emergencies; or
- Other circumstances affecting the safe or reasonable conduct of the experience.

An experience may also be delayed, shortened, relocated, postponed, suspended or cancelled where circumstances reasonably require it.

Where practicable, we will communicate material change to participants.

Any entitlement to a refund, credit or transfer arising from a change, postponement or cancellation will be determined in accordance with the *Just Summit Trails Cancellation, Refund and Transfer Policy*.

8. Withdrawal and termination of participation

You may choose to stop participating in an experience.

If you wish to withdraw after an experience has started, you should inform the Just Summit trail experience creator, guide or other designated member of the team and follow reasonable instructions concerning your return or departure.

You should not leave the group or designated route without informing the team.

Just Summit may restrict or terminate your participation where we reasonably consider this necessary because:

- Continuing would create a material safety risk to you or another person;
- You repeatedly fail to follow reasonable safety instructions;
- Your conduct materially disrupts the experience or compromises the safety of others;
- You engage in violence, harassment, unlawful conduct or serious misconduct.
- You materially breach applicable conservation or site requirements; or
- Another serious circumstance makes continued participation inappropriate.



Where practicable, we will explain the reason for restricting or terminating participation.

Any financial consequences arising from withdrawal or termination of participation will be dealt with in accordance with the applicable *Cancellation, Refund & Transfer Policy* and these Terms.

9. Emergencies and assistance

If you become ill, injured or otherwise require assistance during an experience, you should inform a member of the Just Summit team as soon as reasonably possible.

Where an accident, illness or emergency occurs, Just Summit may take reasonable steps appropriate to the circumstances. These may include:

- Providing or facilitating first aid;
- Contacting rangers, emergency services or other relevant authorities;
- Arranging or facilitating evacuation or transport;
- Contacting your emergency contact;
- Facilitating access to medical assistance.

Outdoor experiences may take place in remote areas where mobile communication, vehicle access and professional medical assistance are limited or unavailable.

You acknowledge that emergency assistance or evacuation may therefore take longer than would ordinarily be expected in an urban or readily accessible location.

Where reasonably necessary to protect your health or safety, relevant personal information may be shared with persons assisting in the emergency in accordance with the *Just Summit Trails Privacy Notice*.

Unless otherwise included in the particular experience, you may be responsible for reasonable third-party costs incurred specifically for your individual medical treatment, evacuation or emergency requirements, except to the extent that such costs arise from a matter for which Just Summit is legally responsible.

10. Transport and third-party services

Some parts of a Just Summit experience may be provided by independent third parties. These may include:

- Transport providers;
- Park, forest or conservation authorities;
- Rangers and local guides;
- Accommodation providers;
- Medical or emergency service provider;
- Caterers;
- Photographers and videographers; and
- Other activity or service providers.

Where Just Summit selects or arranges a third-party service, we will take reasonable steps appropriate to the nature of the service when selecting or engaging the provider.

Independent providers remain responsible for obligations imposed upon them by the applicable law.

You must comply with reasonable safety, operational and site requirements communicated by third-party providers where those requirements apply to the service being provided.

11. Children

A person under the age of 18 may participate only where the particular experience is considered appropriate for children and applicable participation requirements have been satisfied.

Registration of a child must ordinarily be undertaken by or with the involvement of a parent or lawful guardian.

Just Summit may establish minimum ages, supervision requirements or other conditions for particular experiences having regard to factors such as distance, difficulty, altitude, terrain, duration and safety considerations.

A parent or guardian remains responsible for reasonable supervision of the child unless Just Summit has expressly agreed to another arrangement.

A parent or guardian's permission does not require Just Summit to allow a child to begin or continue an activity where we reasonably consider that doing so would create an unacceptable safety risk.

The best interests of the child will be a primary consideration in decisions affecting a child's participation, safety or wellbeing.

The handling of children's personal data and photographs is governed by the *Just Summit Trails Privacy Notice*.

12. Environmental responsibility

Participation in a Just Summit experience is subject to the *Just Summit Trails Environmental & Trail Conservation Policy* and applicable rules governing the area being visited.

You agree to treat trails, wildlife vegetation, water sources, natural features, local communities and cultural or heritage sites with respect.

You must not deliberately:

- Litter or leave waste behind;
- Damage vegetation or natural features;
- Feed, provoke or harass wildlife;
- Enter restricted areas;
- Light unauthorised fires;
- Remove protected natural or cultural objects; or
- Engage in conduct that materially damages the environment.

You must comply with reasonable environmental instructions given by Just Summit trail experience creators, guides, rangers, conservation personnel or relevant authorities.

Just Summit may alter or discontinue an activity where reasonably necessary to comply with conservation requirements or prevent material environmental harm.

13. Photography, videography and personal data

Photography and storytelling form part of many Just Summit experiences.

Photographers or videographers may therefore be present during an experience.

Photography, videography, publication preferences and the collection and use of personal data are governed by the *Just Summit Trails Privacy Notice*.

We will provide a reasonable means for you to communicate your photography and publication preferences.

Your participation in an experience does not, by itself, mean that you have consented to every use of your identifiable image.

14. Personal property

You remain responsible for your personal belongings during an experience.

You should take reasonable care of items such as mobile phones, cameras, money, identification documents, clothing and hiking equipment.

To the extent permitted by law, Just Summit will not be responsible for ordinary loss, theft or damage to personal property unless the loss or damage results from an act or omission for which Just Summit is legally responsible.

We encourage participants to avoid bringing unnecessary valuables onto the trail.

15. Understanding the risks of outdoor activities

Hiking and other outdoor activities involve risks that cannot be completely eliminated even where reasonable care and appropriate safety measures are taken.

The particular risks depend on the experience and may include risks associated with:

- Steep, uneven, rocky, muddy, loose or slippery terrain;
- Slips, trips and falls;
- Cliffs, ridges, rivers and water crossings;
- Physical exertion, fatigue and dehydration;
- High altitude;
- Heat, cold, rain, wind, lightning and changing weather;

- Falling rocks, branches or other natural hazards;
- Wildlife, insects and plants;
- Equipment failure;
- Roads, vehicles and transportation;
- Becoming separated from a group;
- Limited communication;
- Remote locations and delayed emergency assistance;
- The actions of other participants or third parties; and
- Other conditions associated with outdoor and recreational activities.

Some risks may be foreseeable. Others may arise unexpectedly.

These risks may result in inconvenience, delay, loss or damage to property, illness or injury. In serious cases, outdoor accidents or medical emergencies may result in permanent injury or death.

By choosing to participate, you confirm that you understand that these kinds of risks may arise during an outdoor experience.

16. Voluntary assumption of inherent risks

You voluntarily choose to participate in the relevant Just Summit experience.

In doing so, you accept the ordinary and inherent risks of the activity that remain despite the exercise of reasonable care.

Inherent risks are risks arising from the nature of the outdoor activity or environment that cannot reasonably be eliminated without fundamentally changing the nature of the experience.

Depending on the activity, these may include risks arising from natural terrain, changing weather, altitude, physical exertion, wildlife and other ordinary features of outdoor environments.

Your acceptance of inherent risk does not mean that you accept responsibility for every accident, injury, act or omission that may occur during an experience.

It does not remove any duty or responsibility that Just Summit or another person has under applicable law.

17. Waiver and release of claims

This section affects your legal rights. Please read it carefully.

To the fullest extent permitted by applicable law, you agree not to make a claim against Just Summit solely for injury, loss, damage or expense resulting from an ordinary and inherent risk of the outdoor activity that:

- Was reasonably associated with the nature of the activity;



- Remained despite the exercise of reasonable care; and
- You acknowledged and voluntarily accepted under these Terms.

You also acknowledge that Just Summit will not ordinarily be responsible for loss or injury to the extent that it results from:

- Your deliberate or reckless conduct;
- Your material failure to follow a lawful or reasonable safety instruction;
- Materially inaccurate information provided by you where that information was reasonably necessary for your safety.
- Your decision to leave the managed group or route contrary to reasonable instructions; or
- The independent conduct of another person for which Just Summit is not legally responsible.

The waiver and release apply only to the extent permitted by Kenyan law.

It does not exclude or restrict liability that cannot lawfully be excluded or restricted.

18. Just Summit responsibilities

Nothing in these Terms is intended to remove Just Summit's responsibility to take reasonable care where the law requires us to do so.

In particular, nothing in these Terms:

- Exclude liability that cannot lawfully be excluded;
- Means that an accident is automatically the participant's responsibility merely because it occurred during an outdoor activity;
- Prevents a participant from establishing that injury or loss resulted from negligence, breach of statutory duty or another legally actionable act or omission;
- Excludes any consumer right or remedy that cannot lawfully be waived; or
- Prevents a court or other competent authority from determining responsibility in accordance with applicable law.

The acknowledgement and assumption of risk in these Terms concern the inherent risk or outdoor participation. They are not intended to operate as a blanket exclusion of responsibility for everything that may occur during a Just Summit experience.

19. Your conduct and responsibility for loss

Your own conduct may be relevant when responsibility for an accident, injury or loss is determined.

Where your act or omission contributes to the injury, loss or damage suffered, responsibility may be determined in accordance with applicable law.

Nothing in these Terms prevents the application of legal principles relating to contributory negligence or other responsibility properly attributable to a participant.

20. Insurance

Outdoor activities may involve medical, evacuation, transport, property or other expenses.

You are encouraged to consider whether personal medical, accident, travel or other insurance is appropriate for the experience in which you intend to participate.

Where specific insurance is included as part of an experience, we will communicate the nature of that arrangement separately.

The existence of insurance does not mean that every injury, loss, evacuation or expense will necessarily be covered.

21. Relationship with other Just Summit policies

These Terms should be read together with other Just Summit policies and information that apply to your participation. Just Summit Trails

These may include the:

- Safety Policy;
- Equality and non-discrimination policy;
- Environmental & Trail Conservation Policy;
- Cancellation, Refund & Transfer Policy;
- Privacy Notice; and
- Information provided for the particular experience.

Each document serves a different purpose.

These Terms establish the conditions on which you participate in a Just Summit experience.

The Safety Policy explains our approach to managing safety and risk.

The Equality and Non-Discrimination Policy explains our commitment to providing experiences that are respectful, inclusive and free from discrimination.

The Environmental & Trail Conservation Policy explains the environmental responsibilities and conservation principles that apply to our experiences.

The Cancellation, Refund & Transfer Policy governs cancellations, postponements, refunds, credits and transfers.

The Privacy Notice explains how we collect, use, share, retain and protect personal information.

Where a particular experience is subject to additional requirements imposed by a park, forest, conservancy, accommodation provider, activity provider or relevant authority, those requirements may also apply.

If there is a material inconsistency between these Terms and information provided for a particular experience, Just Summit will seek to clarify which requirement applies.

22. Changes to these Terms

We may update these Terms from time to time to reflect changes in our experiences, operations, policies, applicable law or lessons from our activities.

The current version will be made available through our website or other appropriate channels.

The version applicable to an experience will ordinarily be the version accepted when you register for that experience.

Where we make a material change after you have registered but before the experience takes place, we will take reasonable steps to bring the change to your attention.

Where the change materially affects your rights or responsibilities, we may ask you to accept the revised Terms before participating.

23. Governing law and disputes

These Terms are governed by the laws of Kenya.

If a concern or dispute arises in connection with your participation in a Just Summit experience, we encourage you to raise it with us so that we have a reasonable opportunity to understand and address it.

Where a dispute cannot be resolved directly, the parties may consider mediation or another appropriate form of alternative dispute resolution.

Nothing in these Terms prevents you or Just Summit from approaching a court or other competent authority where appropriate.

Any dispute concerning these Terms will be determined in accordance with applicable Kenyan law.

24. Contact us

If you have a question about these Terms, an experience or your participation, you may contact us through:

Just Summit Trails



Email: justsummittrails@gmail.com

Tel: +254713846603

A safety concern requiring immediate attention during an experience should be raised directly with the nearest Just Summit guide or designated safety person.

Acceptance of the terms of participation

Please read these Terms before accepting them.

You will be required to accept these Terms through the applicable registration or Trail Check-In process before participating in a Just Summit experience.

When accepting these Terms, you confirm that:

- You have had an opportunity to read these Terms;
- You understand that participation in hiking and other outdoor activities involves inherent risks;
- You have read the sections titled “*Understanding the risks of outdoor activities*”, “*Voluntary assumption of inherent risks*”, and “*Waiver and release of claims*”;
- You understand and voluntarily accept the inherent risks described in these Terms;
- You agree to comply with the participant responsibilities and reasonable safety instructions described in these Terms; and
- You agree to be bound by these Terms.

Just Summit may maintain a record of your acceptance, including the date of acceptance, the relevant experience and the version of the Terms accepted.

Mostly Safe Stories.



Just Summit Trails

Adventure. Community. Conservation. Conversation.