



# READ CAREFULLY WAIVER AND RELEASE OF LIABILITY

## Kayak & Equipment Hire Agreement

There are **RISKS** associated with the water based activity you are about to engage in with the use of the equipment that you are about to hire from ezy paddles.

You agree that you fully understand and acknowledge that: (a) outdoor water based recreational activities have inherent risks, dangers and hazards (b) participation in such activities and/or use of such equipment may result in injury (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of ezy paddles, the negligence of participants, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to weather or river conditions and water level, risk of falling out of or drowning while in a Kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in an outdoor water based recreational environment.

Ezy Kayaks Hawks Nest only hires Kayaks and equipment on the understanding that each client acknowledges the risks involved and agrees to indemnify and reimburse 'ezy paddles' or it's proprietors, servants or agents against any incident or omission that may adversely affect them or a third party or property during the hire.

- By my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of ezy paddles, or by any other person, including myself
- I confirm that I am in good health, not under the influence of any drugs or alcohol of any kind and am capable of pursuing the sport of kayaking and that my participation in this activity is voluntary
- I/We also agree to wear a properly secured approved personal floatation device as provided at all times
- ezy paddles does not allow it's Kayaks on the open ocean
- I accept full responsibility for all adults and children accompanying me during the Kayaking activity
- I, on behalf of myself, my personal representatives hereby voluntarily agree to release, discharge and indemnify ezy paddles and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of kayaking equipment or premises or my participation in kayaking activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have at the present time or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Ezy Kayaks

### DECLARATION

I (Given Name) \_\_\_\_\_ (Surname) \_\_\_\_\_

Of (address) \_\_\_\_\_ Post Code \_\_\_\_\_

Driving Licence No \_\_\_\_\_ Expiry \_\_\_\_\_ DOB \_\_\_\_\_

Mobile \_\_\_\_\_

Holiday Accommodation \_\_\_\_\_

I HAVE READ THE WAIVER AND FULLY UNDERSTAND THE PARAGRAPHS ABOVE AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE EZY KAYAKS HAWKS NEST FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I agree to pay the Kayak rental fee and will continue to be charged the same rate until all equipment is returned to Ezy Kayaks. I also agree to reimburse Ezy Kayaks Hawks Nest for any loss, breakages or damage to the equipment whilst they are in my possession.

Signed \_\_\_\_\_ Date \_\_\_\_\_