

# KAYAK & SUP EQUIPMENT HIRE AGREEMENT WAIVER AND RELEASE OF LIABILITY FORM

NSW Roads & Maritime HIRE AND DRIVE LICENCE NO. HD0766 UVI 41304



Please **READ** and **COMPLETE THE FORM** below and **RETURN** by email to: [ezykayaks@mail.com](mailto:ezykayaks@mail.com)

## The Basic version

- You assume all responsibility for your own safety while on the water
- You are responsible for any loss or damage to equipment hired
- You are aware of your abilities while undertaking this activity
- You will monitor and supervise any children under the age of 12 years in your care
- You agree to wear the Australian standard PFD supplied while on the water
- You are not under the influence of drugs (other than prescribed by your GP)
- You are not under the influence of alcohol
- As the representative of your group, you agree to advise your group of these requirements of hire and participation

## The Detailed version

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 kayaks Hawks Nest (ezy kayaks). 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 kayaks, 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 only hires Kayaks, SUPs and equipment on the understanding that each client acknowledges the risks involved and agrees to indemnify and reimburse 'ezy kayaks' 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 kayaks, or by any other person, including myself.
- I confirm that I am in good health, not under the influence of any drugs (other than prescribed medication) or alcohol of any kind and am capable of pursuing the sport of kayaking and/or SUP and that my participation in this activity is voluntary.
- I/We also agree to **wear a properly secured approved personal flotation device (PFD), as provided, at all times**
- Ezy kayaks **does not allow it's Kayaks or SUPs on the open ocean or Port Stephens Bay**
- I accept full responsibility for all adults and children accompanying me during the Kayaking or SUP activity
- I, on behalf of myself, my personal representatives hereby voluntarily agree to release, discharge and indemnify ezy kayaks 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 or SUP equipment or premises or my participation in kayaking or SUP 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

Full Name ..... Mobile No .....

Driving Licence No ..... Date .....

I HAVE READ THE WAIVER AND FULLY UNDERSTAND THE PARAGRAPHS ABOVE AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELEASE EZY KAYAKS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I agree to pay the Kayak or SUP 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 for any loss, breakages or damage** to the equipment whilst they are in my possession.

**PLEASE TICK THIS BOX**  **I HAVE READ AND ACCEPT THE TERMS & CONDITIONS OUTLINED ABOVE.**