

RIVIERA HOTEL

KAYAK RENTAL AGREEMENT & DISCLAIMER OF LIABILITY

Hirer details:

Name: _____
Lic No: _____
Mobile Phone: _____
Date: _____

Please write what is being hired:

2 person kayak: _____
1 person adult kayak: _____
Child's Kayak: _____
Life jacket: _____
Paddles: _____

ALL KAYAK USERS ARE RESPONSIBLE FOR AND AGREE TO THE BELOW TERMS AND CONDITIONS OF HIRE

- The hirer agrees to and authorises The Riviera Hotel to charge a \$50 cleaning fee returned in an unclean state.
- The hirer agrees to a \$100.00 bond – Refunded on completion of the hire period and returned of cleaned equipment that has been inspected and confirmed that the goods are in the original pre hired state.
- The hirer and users have an obligation to use the kayaks and associated equipment in a safe and responsible manner.
- The Tamar River has strong tidal flows, the hirer is strongly advised to check the local weather forecast and tide times.
- The hirer is responsible for familiarising themselves with tides, currents, marine hazards, weather patterns, local marine safety laws, safety issues and will not use the kayaks after sunset.

RELEASE OF LIABILITY

1. The hirers involvement and/or participation in kayaking is voluntary, and the hirers are acting under their own free will.
2. There is a risk of danger, bodily harm, injury, emotional stress, or death as a result of participation. The risks arise from kayaking and the use of a kayak while in the water.
3. There is the potential for risks and dangers that may not be obvious or reasonably foreseeable at this time.

4. The hirers do not have any medical ailments, physical limitations, or mental disabilities that will affect their ability to participate in kayaking.
5. **The Riviera Hotel (RC JACKS) and all related participants** undertakes no direct legal or financial responsibility for the hirers personal safety or well being when participating in kayaking.
6. The hirer assumes all risks, including, but not limited to, those outlined in Section 3 of this agreement.
7. The hirer forever releases **The Riviera Hotel, (RC JACKS) and all related participants** from any and all claims and causes of action that the hirer or representatives now have or may have in the future for personal injury, property damage or wrongful death occurring to the hirer, arising out of participation in **kayaking**.
8. The hirers are 100% liable for all medical expenses incurred as a result of any injury or property damage during my participation in kayaking.
9. In the event that any one or more of the provisions of this agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law according to the jurisdiction of the state of Tasmania, the remaining portions will not be invalidated, and shall remain in full force and effect.
10. This is a legally binding contract.

Please note: "Hirer" refers to any person making use of the Riviera Hotel's kayaks and equipment. If the person is under the age of 18 years or is suffering from and mental, physical or other legal disability, the term "hirer" includes that person's parent and / or legal guardians.

I attest that I have read and understand this document, and agree to all the provisions listed above.

Hirers Name

Hirers Signature

Date:

Witness Name

Witness Signature

Date: