

HAWKESBURY RIVER KAYAKS

Hire Agreement

Hawkesbury River Kayaks (known as HRK for this document) will hire out equipment on the following conditions:

1. The hirer agrees to follow all instructions of any staff of HRK, including not going kayaking if instructed, ceasing to kayak if instructed and ceasing any behavior while kayaking if instructed.
2. The hirer agrees to not use any equipment having consumed any alcohol on the day of use.
3. The hirer agrees to not consume any alcohol while using HRK equipment.
4. The hirer agrees to pay in full for hire before using any HRK equipment.
5. The hirer agrees to pay a security deposit for equipment
 - a. The hirer agrees any deposit is forfeited if the hirer fails to notify HRK within 24 hours from the start of the agreed hire, if the hirer does not want to proceed with the agreement.
 - b. The hirer agrees that the deposit is forfeited if the hirer returns any equipment late, to the amount of the most applicable hire fee.
 - c. The hirer agrees that HRK can conduct a post-hire inspection of equipment.
 - d. The hirer agrees that the deposit is forfeited if the inspection finds any damage to the equipment, to the amount of the cost of repair.
 - e. The hirer agrees to pay any difference between the cost of repair and the deposit, for any damage sustained while using HRK equipment.
 - f. HRK agrees to release the deposit if no damage is found during post inspection.
 - g. The hirer agrees to forfeit the deposit if HRK has to launch their motor vessel in order to undertake salvage/rescue, depending on circumstances.
6. The hirer agrees to stay in the designated area while using HRK equipment.
 - a. This designated area is described in the briefing and shown on the map supplied at the briefing.
7. The hirer agrees to use HRK equipment at their own risk.
 - a. The hirer acknowledges that kayaking is an inherently dangerous activity.
 - b. The hirer acknowledges that it will control and accept all responsibility for their child/children under the age of 18 years
 - c. The hirer acknowledges that they will abide by all marine laws and regulations and will be liable for any breach and/or fines payable.

I, (print name) _____, acknowledge that I have _____ years' experience in Kayaks/Boats and that I am fit and capable of undertaking the hire and use of a kayak. I also acknowledge that a safety briefing was provided, and that I understood all aspects of this briefing.

If Hirer is under 18 yrs of age, to be signed by parent/guardian

Telephone: _____ Email: _____

Sign: _____ Date: _____