

<b>OWNERS PARTICULARS:</b>	<b>SYDNEY HARBOUR KAYAKS, 81 PARRIWI ROAD, THE SPIT, NSW 2088</b> <b>PH 02 9960 4389                      FAX 02 9960 4388                      www.shk.com.au</b>
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**INDEMNITY:**

SYDNEY HARBOUR KAYAKS WARNS ALL HIRERS THAT KAYAKING IS A DANGEROUS ACTIVITY AND THAT THERE ARE INHERENT RISKS INVOLVED IN KAYAKING IN MIDDLE HARBOUR.

THE SIGNING OF THIS 'WARNING OR RISK' DOCUMENT IS AN ACKNOWLEDGEMENT THAT THE HIRER(S) IS AWARE OF THE INHERENT DANGER INVOLVED IN KAYAKING ACTIVITY. THIS 'WARNING OR RISK' DOCUMENT ALSO ADVISES THE HIRER(S) THAT SYDNEY HARBOUR KAYAKS HAS INSURANCE COVER IN THE EVENT THAT INJURY OR LOSS IS SUSTAINED. IN THE EVENT THAT NEGLIGENCE ON THE PART OF THE HIRER(S) RESULTS IN INJURY OR LOSS THE HIRER(S) IS NOT COVERED BY SYDNEY HARBOUR KAYAKS INSURANCE.

I/WE, THE ABOVE MENTIONED HIRER(S) HEREBY ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTAND THE ABOVE PARTICULARS RELATING TO THE HIRE AND THE CONDITIONS OF HIRE APPEARING ON THIS SIDE AND ON THE REVERSE SIDE OF THIS AGREEMENT, OF WHICH THEY FORM PART, AND AGREE TO HIRE THE GOODS SUBJECT TO AND TO BE BOUND BY THE SAID PARTICULARS AND THE SAID CONDITIONS OF HIRE.

**THE HIRER:**

- 1) ACKNOWLEDGES HAVING INSPECTED THE GOODS AT THE COMMENCEMENT OF THE HIRING TERM.
- 2) SHALL NOT HOLD THE OWNER LIABLE FOR ANY DAMAGES OR INJURIES ARISING FROM ANY DEFECT OR DEFICIENCY IN THE DESIGN, MANUFACTURE, OR CONDITIONS OF THE GOODS.
- 3) IN THE EVENT A KAYAK, PADDLE OR PFD IS RETURNED IN A DAMAGED CONDITION THE HIRER AGREES TO COVER THE COST OF REPAIR OR REPLACEMENT AT THE MANAGEMENT DISCRETION.

THE HIRER ACKNOWLEDGES HAVING RECEIVED A COPY OF THIS AGREEMENT AT THE COMMENCEMENT OF THE HIRING PERIOD. THE HIRER SHALL PAY THE AMOUNT OF ANY STAMP DUTY PAYABLE ON THIS AGREEMENT TO THE OWNER ON DEMAND.

THE HIRER AGREES TO LIMIT HIS/HER USE OF THE GOODS TO THE HIRE LIMITS (**MIDDLE HARBOUR, NOT BEYOND THE LINE BETWEEN THE NAVAL BASE AND GROTTO POINT**) AND TO OBEY ALL REASONABLE INSTRUCTIONS GIVEN BY THE OWNER.

**AGREEMENT FOR HIRE:****RENT:**

The hirer shall pay rent of \$20 per hour / person during the term of hire for plastic kayaks, or \$25 per hour / person for Fibreglass kayaks.

**RETURN:**

The hirer shall return the goods in good order and condition on or before the expiration of the hire term.

In the event that the goods are not returned on time the hirer agrees to pay a late hiring fee at the rate of \$20 per hour (plastic kayak) or \$25 per hour (fiberglass kayak) person until the goods are returned to the owner.



# Freedom Hire Indemnity Form

ACN: 0005 096 831 051 Hire and Drive License HD0255 and HD0402



**HIRE:** Owner shall let and hirer shall take on hire, the goods set out in the schedule

**FOR THE TERM OF:** (CIRCLE ONE)

- 1 Hours
- 2 Hours
- 3 Hours
- 4 Hours
- 5 Hours
- 5+ Hours

**BEGINNING AT:** (CIRCLE ONE)

- 7:30 AM
- 8:00 AM
- 8:30 AM
- 9:00 AM
- 9:30 AM
- 10:00 AM
- 10:30 AM
- 11:00 AM
- 11:30 AM
- 12:00 PM
- 12:30 PM
- 1:00 PM
- 1:30 PM
- 2:00 PM
- 2:30 PM
- 3:00 PM
- 3:30 PM
- 4:00 PM

**RETURNING BY:** (CIRCLE ONE)

- 8:30 AM
- 9:00 AM
- 9:30 AM
- 10:00 AM
- 10:30 AM
- 11:00 AM
- 11:30 AM
- 12:00 PM
- 12:30 PM
- 1:00 PM
- 1:30 PM
- 2:00 PM
- 2:30 PM
- 3:00 PM
- 3:30 PM
- 4:00 PM
- 4:30 PM
- 5:00 PM

**DATE :** \_\_\_\_/\_\_\_\_/20\_\_\_\_

**SHK KEY TAG #**

**SCHEDULE:** The hirer is using 1 paddle per person, 1 Personal Floatation Device (PFD) per person, and the following kayaks:

- |          |          |
|----------|----------|
| 1) _____ | 4) _____ |
| 2) _____ | 5) _____ |
| 3) _____ | 6) _____ |

**HIRERS DEATILS**

**X Name:** \_\_\_\_\_ **X Signature :** \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_ Drivers License: \_\_\_\_\_

<b>EMERGENCY CONTACT NAME:</b> <b>X</b> _____	<b>EMERGENCY CONTACT PHONE:</b> <b>X</b> _____
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**OTHER HIRERS DEATILS**

**1 Name:** \_\_\_\_\_ **4 Signature:** \_\_\_\_\_

**2 Name:** \_\_\_\_\_ **5 Signature:** \_\_\_\_\_

**3 Name:** \_\_\_\_\_ **6 Signature:** \_\_\_\_\_

**NOTE: BY SIGNING ABOVE YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE CONDITIONS OF HIRE AS STATED ON PAGE 1 (Overleaf)**