



OWNERS PARTICULARS:

**SYDNEY HARBOUR KAYAKS PTY LTD, 81 PARRIWI ROAD, THE SPIT, NSW 2088
PH 02 9969 4590 www.sydneyharbourkayaks.com.au
ACN: 096 831 051 Australian Maritime Safety Authority Certificate of Operation #COO-40418-001**

PLEASE READ THIS FORM CAREFULLY

SYDNEY HARBOUR KAYAKS (SHK) WARNS THAT KAYAKING IS A DANGEROUS ACTIVITY AND THAT THERE ARE INHERENT RISKS INVOLVED IN KAYAKING IN SYDNEY HARBOUR.

THE SIGNING OF THIS 'INDEMNITY / WARNING OF RISK' DOCUMENT IS AN ACKNOWLEDGEMENT THAT THE PADDLER(S) IS AWARE OF THE INHERENT DANGER INVOLVED IN THIS KAYAKING ACTIVITY (TOUR) AND I HAVE INDIVIDUALLY MADE A DECISION TO PARTICIPATE.

THIS 'INDEMNITY / WARNING OF RISK' DOCUMENT ALSO ADVISES THE PADDLER(S) THAT SHK HAS INSURANCE COVER IN THE EVENT THAT INJURY OR LOSS IS SUSTAINED.

I ACKNOWLEDGE THAT WHILST SHK WILL MAKE EVERY REASONABLE EFFORT TO EXPOSURE TO KNOWN AND INHERENT RISKS, NOT ALL DANGERS CAN BE FORESEEN. RISKS INCLUDE BUT ARE NOT LIMITED TO; * LOSS OR DAMAGE TO PERSONAL PROPERTY * INJURY, ILLNESS OR FATALITY DUE TO INCLEMENT WEATHER, SLIPPING, FALLING, IMMERSION IN COLD WATER, COLD OR HEAT EXPOSURE, COLLISION WITH ROCKS OR OTHER WATER CRAFT OR VESSELS, * PHYSICAL, MENTAL OR EMOTIONAL DEMANDS, * ACCIDENTS WHEN TRAVELLING TO OR FROM DESTINATION.

IN THE EVENT THAT NEGLIGENCE ON THE PART OF THE PADDLER(S) RESULTS IN INJURY OR LOSS, THE PADDLER(S) IS NOT COVERED BY SHK'S INSURANCE.

I/WE, THE MENTIONED PADDLER(S) HEREBY ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTAND THE ABOVE PARTICULARS RELATING TO THE TOUR AND THE CONDITIONS OF TOUR APPEARING ON THIS SIDE AND ON THE REVERSE SIDE OF THIS AGREEMENT, OF WHICH THEY FORM PART, AND AGREE TO PARTICIPATE IN THE KAYAK TOUR

THE PADDLER(S) :

- 1) ACKNOWLEDGES THEY WILL INSPECT THE GOODS AT THE COMMENCEMENT OF THE TOUR.
- 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 THE GOODS, PADDLE OR LIFE JACKET ARE RETURNED IN A DAMAGED CONDITION THE PADDLER AGREES TO COVER THE COST OF REPAIR OR REPLACEMENT AT THE MANAGEMENT DISCRETION.
- 4) ACKNOWLEDGES THAT ANY PADDLER(S) DEEMED TO BE ACTING DANGEROUSLY OR IRRESPONSIBLY DURING THE TOUR MAY CAUSE THE TOUR TO BE CANCELLED BY THE OWNER WITHOUT REFUND.
- 5) THE PADDLER(S) ACKNOWLEDGES THEY CAN REQUEST A COPY OF THIS AGREEMENT AT THE COMMENCEMENT OF THE TOUR.
- 6) THE PADDLER(S) ACKNOWLEDGE THEY HAVE READ AND UNDERSTAND THE SAFETY GUIDELINES TITLED '**PADDLE SAFE PADDLE SMART**' (AVAILABLE ON THE OWNERS WEBSITE, AT THE BOOKING DESK AND AT THE POINT OF HIRE ON THE BEACH; ANY EMPLOYEE OF THE OWNER CAN EXPLAIN THESE SAFETY GUIDELINES)
- 7) THE PADDLER(S) AGREES TO FOLLOW ALL SAFETY INSTRUCTIONS GIVEN BY SHK STAFF.
- 8) THE PADDLER(S) HAVE NOT CONSUMED OR USED ALCOHOL, MEDICATIONS OR SUBSTANCES THAT WILL INHIBIT MY ABILITY TO SAFELY PARTICIPATE IN THE TOUR.

PHOTOGRAPHS / VIDEO

SHK WILL SHARE ALL PHOTOS AND OR VIDEO WE TAKE OF YOUR TOUR ON OUR SOCIAL MEDIA PLATFORMS AND WEBSITE. THE PADDLER(S) GRANT SHK AND THIRD PARTY COMPANIES ENGAGED BY SHK IN CONNECTION WITH THE TOUR A ROYALTY FREE RIGHT FOR USE IN PERPETUITY, TO USE AND ALLOW THE USE OF MY, IMAGE, VOICE, LIKENESS, PHOTOGRAPH, INTERVIEW AND STATEMENT IN BROADCASTS, WEBCASTS, MEDIA PRESS MATERIALS, PROMOTIONAL MATERIALS AND OTHERWISE IN CONNECTION WITH THE TOUR.

SYDNEY HARBOUR KAYAKS



Guided Experiences / Kayak Tour Indemnity Form - WARNING OF RISK & CONSENT

Australian Maritime Safety Authority Certificate of Operation #COO-40418-001

Every individual undertaking a guided experience / kayak tour must complete this form. YOU MUST CAREFULLY READ AND ACCEPT THE CONDITIONS ON THE BACK OF THIS FORM

Experience: Paddler (s) shall take the following out on guided experience, the goods set out in the schedule

SCHEDULE: The paddler is using 1 paddle per person, 1 Personal Floatation Device (PFD) per person, and Kayak

<p>TOUR: <input checked="" type="checkbox"/></p> <p>LESSON: <input type="checkbox"/></p>	<p>FOR THE TERM OF: (CIRCLE ONE)</p> <ul style="list-style-type: none"> •• 1 Hour •• 2 Hours •• 3 Hours •• 4 Hours •• 5 Hours •• 5+ Hours •• OVERNIGHT 	<p>STARTING TIME AT:</p> <table border="1" style="width: 100%; height: 40px; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: right;">am</td> </tr> <tr> <td></td> <td style="text-align: right;">pm</td> </tr> </table>		am		pm	<p>RETURNING BY:</p> <table border="1" style="width: 100%; height: 40px; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: right;">am</td> </tr> <tr> <td></td> <td style="text-align: right;">pm</td> </tr> </table>		am		pm
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<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>DATE : ___ / ___ /20___</p> </div>		<p>Guide / Instructor's Name: _____</p>									

PRIMARY PADDLERS DETAILS

X 1. Name: _____ **X Signature :** _____

Address: _____

State: _____ **Postcode:** _____ **Phone Number:** _____

EMERGENCY CONTACT NAME:	EMERGENCY CONTACT PHONE #:
X _____	X _____

OTHER PADDLERS DETAILS:

2. Name: _____	Signature: _____
3. Name: _____	Signature: _____
4. Name: _____	Signature: _____
5. Name: _____	Signature: _____
6. Name: _____	Signature: _____
7. Name: _____	Signature: _____
8. Name: _____	Signature: _____
9. Name: _____	Signature: _____
10. Name: _____	Signature: _____

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