

TERMS AND CONDITIONS OF HIRE EQUIPMENT

Assumption of Risk. Renter acknowledges that the activities for which the “hire Equipment” is designed include inherent dangers, including the risk of bodily injury and/or death. **Renter assumes and accepts all risk associated with the use of the “Hire Equipment”.**

Acceptable Use for all “Hire Equipment” Renter agrees and acknowledges that he/she will be the sole operator of the Hire Equipment and will use the equipment and accessories in a careful, safe, and conscientious manner. Renter shall always observe and adhere to any rules and guidelines supplied and stated by Myponga Kayak Hire, and any applicable laws or regulations. Renter shall be always responsible for their own safety while operating the hire equipment and shall not carry any passengers with them in the watercraft that is designed for single person use. **Renter must not exceed 120kg for single kayak use.**

Acceptable Use for the Family Kayaks

Renter agrees and acknowledges that he/she will be the dual operator of the Family Kayak, and he/she will use the Kayak in a careful, safe, and conscientious manner. Renter shall always observe and adhere to any rules and guidelines supplied and stated by Myponga Kayak Hire, and any applicable laws or regulations. Renter shall be always responsible for the safety of any and all passengers in the Family Kayak.

The Family Kayak is designed to carry 2 adults and 1 child under 7 years of age and Renter shall not carry passengers on the Kayak above 7 years of age unless they are designated as the second paddler – **Therefore double/ Family kayak can carry a middle passenger ages 4-6. Renters combined weight must not exceed 250kg for the double/family kayak.**

Personal Flotation Devise (PFDs)

In the interest of safety, all operators and users of the watercraft must always wear a PFD. This is a State Law in South Australia and users face fines from authorities for non-compliance. If you choose to wear your own PFD, it is solely your decision and at your own risk. Myponga Kayak Hire will not be responsible for any incident that arises from your choice of wearing your own PFD/ lifejacket. **You may incur a \$10 cleaning fee if our PFD you are wearing is soiled or stained by your applied sunscreen. If sunscreen damage is permanent, you are required to pay for the full replacement cost of the PFD.**

PERSONAL BELONGINGS

Myponga Kayak Hire are not responsible for any of my personal belongings on or off the kayak. This may include but not limited to mobile phone, keys, shoes, clothing, bags, or any other personal items not listed.

Prohibited Activities:

Renter shall not violate any of the following rules and regulations during his/her operation of the hire equipment:

- There is **no smoking** while in use of hire equipment. Any smoke-related damage found to the Hire Equipment will incur a full replacement cost of the item's damages ***(Please respect that others will be using the Hire Equipment and accessories after you.)***
- ***There are no alcoholic beverages or illicit drugs*** permitted while in use of any hire equipment. Myponga Kayak Hire reserves the right to inspect any coolers, bags or other containers belonging to the Renter or any of the Renter's passengers.
- There are **no pets** permitted in or on the watercraft.
- There is **no fishing** permitted from the watercraft without prior approval. The user must have a permit from www.reservoirs.sa.gov.au
- and Myponga Kayak hire will need to cite permit number before being allowed to fish.
- There is **no swimming** permitted for Renter during their operation or use of the watercraft unless renter has fallen out of the watercraft into water causing them to swim to safety.
- There is **no docking** of the watercraft at any location other than the Myponga Kayak Hire's designated docking area, or an area designated and approved by SA Water.
- There is **no eating** on or in any watercraft.
- **DO NOT LITTER! All and any litter are to be taken off site and disposed of appropriately.**

Unsafe use

If at any time Myponga Kayak Hire determines that Renter has engaged in an unsafe or hazardous use of the hire equipment, Myponga Kayak Hire may notify the user that it is immediately terminating the rental. Upon termination, Renter must return the Hire Equipment to the Myponga Kayak Hire immediately. If the rental is terminated for unsafe or hazardous use, user will not be refunded the cost of hire. Myponga Kayak Hire shall determine, in its sole discretion, whether any behaviour or activity is "unsafe" or "hazardous".

Condition of Hire Equipment upon Return

The Renter shall return with all equipment hired to them (*apart from fishing lures included in fishing hire if lost in the reservoir.*) to Myponga Kayak Hire clean, free of garbage and debris, and in the same condition as it was in when given to user, except for ordinary wear and tear.

User shall be responsible for any damage caused to any of the hire equipment and any accessories which may include but not limited to watercraft, PFD, paddles/oars, oar leashes padded seat, fishing rod & reel, kayak anchor provided during the rental period.

User shall be billed by Myponga Kayak Hire for the full number of damages caused by user during the rental period including reasonable lawyers' fees.

Late Returns

If user returns the hire equipment to Myponga Kayak Hire more than 20 minutes after the predetermined time in. Renter will be charged an additional hour's rental based on current prices; however, wind and weather conditions will be taken into consideration.

Renter is to make reasonable attempts to contact Myponga Kayak Hire to advise of late return.

If no contact is received by the user after 20 minutes of the predetermined "scheduled return time", Myponga Kayak Hire will be forced to initiate 'The Emergency Response Procedures for Non-Returned and/or missing Users', which may result in additional costs to the User.

AGREEMENT TO TREATMENT

In the event of accident or illness I authorise the staff of Myponga Kayak Hire, to initiate any X-ray, examination, anaesthetic, medical, surgical or hospital treatment as may be deemed necessary by a licenced physician and/or surgeon. I also authorise to engage such treatment and agree to pay the appropriate fees for such service and treatment including any emergency service costs.

I acknowledge that I am required to read, listen, watch, comprehend, understand, and follow the safety directives and information supplied and recommended by Myponga Kayak Hire which may include but not limited to Safety Tips and education of hire equipment, fire evacuation plan,

comply with the information given by SA Water signage & any directives given by an SA Water staff and am required to query any details that I am uncertain of.

Alcohol, Illegal substances, and prescription drugs that may impair.

If I use, consume, or am under the influence of alcohol or illegal/ or prescription drugs prior to or while engaging in the activity I have declared above. I assume and accept all risks, dangers, and hazards that may result from this including the possibility of personal injury, death, property damage and loss, even in the event of fault by Myponga Kayak Hire or Third Parties(s), and will indemnify Myponga kayak Hire from any and all liability for any damage to property or personal injury to any third party, resulting from my participation in the activities, while, during, or after consumption of illegal drugs or alcohol or overuse, overdose or inappropriate use of prescribed medication.

SIMPLY SAID: IF I CONSUME ALCOHOL, ILLEGAL DRUGS, or misuse of prescribed medications BEFORE OR DURING MY INVOLVEMENT IN ANY ACTIVITIES REALTED TO MYPONGA KAYAK HIRE. I AM RESPSONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE I CAUSE TO MYSELF, EQUIPMENT OR OTHERS.

ASSUMPTION OF RISK

All participants must be aware of the risks, dangers, and hazards associated with the activities you have selected.

All participants must be aware that the activities involve many risks, dangers and hazards which may include but not limited to:

- Personal injury/ or death
- Failure to remain within designated areas.
- Changing weather conditions
- Interactions or encounters with wildlife.
- Collisions with others, structures, equipment, or natural vegetation

All participants freely accept and fully assume these risks and the possibility of injury and loss resulting from your participation in the activities. Participants must be able to declare they are medically, mentally and physically fit and able to participate in an Myponga Kayak Hire activity.

MYPONGA KAYAK HIRE CONDITIONS AND REQUIREMENTS

- ALL PARTICIPANTS MUST READ, UNDERSTAND, ADHERE TO AND SIGN OUR WAIVER PRIOR TO PARTICIPATING IN ANY HIRE ACTIVITIES SUPPLIED BY MYPONGA KAYAK HIRE. ALL MINORS MUST HAVE A PARENT/ADULT/ GUARDIAN SIGN FOR THEM.
- ALL MINORS MUST BE ACCOMPANIED AND SUPERVISED AT ALL TIMES BY A PARENT/ ADULT/ GUARDIAN.
- ALL PARTICIPANTS MUST HAVE READ, LISTENED AND UNDERSTOOD ANY AND ALL INFORMATION SUPPLIED VIA OUR WEBSITE, EMAIL AND VERBAL SAFETY BRIEFING ON THE SCHEDULED BOOKING DAY
- SINGLE KAYAK REQUIRES YOU DO NOT EXCEED THE MAXIMUM WEIGHT LIMIT OF 120KG. YOU MUST BE 12 YEARS AND OVER, UNLESS EXPERIENCED AND CAPABLE.
- DOUBLE/FAMILY KAYAK REQUIRES THE COMBINED WEIGHT DOES NOT EXCEED THE MAXIMUM WEIGHT LIMIT OF 250KG. DOUBLE/FAMILY KAYAK CAN CARRY A MIDDLE PASSENGER AGED 4-6 YEARS OLD.

PAYMENT TERMS AND CONDITIONS

BOOKING IS TO BE PAID IN FULL

Upon receipt of the booking confirmation email or 48hrs prior to the scheduled booking day/time.

Non-Payment

If we do not receive payment or notification of payment 48hrs prior to the scheduled booking time. We will assume you do not wish to proceed with your booking, and we will not transport your requested kayaks to the shoreline. We may also allocate your booking to another customer.

FAILURE TO ATTEND OR CANCELLING YOUR BOOKING.

If no notification to cancel is given to Myponga Kayak Hire 24hrs prior to your scheduled booking to reschedule, organise credit note or a refund then payment is non-refundable.

If you fail to attend your scheduled booking, failure to participate or any breach of the conditions of access to the Myponga Reservoir

www.reservoirs.sa.gov.au

or breach of Myponga Kayak Hire Conditions & Requirements, then Payment is non-refundable

Myponga Kayak Hire does however reserve the right to adjust and make exceptions where we deem it to be reasonable extenuating circumstances and we may reserve the right to request documentation of proof.

LATE ARRIVAL

If you arrive late for your scheduled booking. The scheduled end time remains the same and there is no refund or reduced fee.

IF WE CANCEL YOUR BOOKING

If Myponga Kayak Hire cancel your booking which may include but not limited to the following:

- SA Water reservoir closures /or Total Fire Ban.
- Covid-19 lockdowns, isolations, positive results, close contacts.
- Unforeseen Circumstance – which may include but not limited to weather, safety, emergency situations.

We will contact you immediately and attempt to rebook your adventure for another day. If we are unable to re-book to your satisfaction, we offer your choice of the following:

- Credit Note valid for 6 months
- Full Refund