

KONG SUP HIRE-CONDITIONS OF HIRE



Stand Up Paddle Board Rental Assumption of Risk, Waiver & Release Agreement

HIRE TERMS:

3 hours (hourly from 10am until 2pm) = £40

Full Day (9.30am – 4.30pm) = £60

Your hire package includes: Paddle board, paddle board bag, paddle, leash, buoyancy aid and wetsuit.

You need to provide suitable footwear.

In the contract below 'I' refers (the hirer) : 'Kong Adventure' refers (the company)

Assumption of Risk: I understand and accept that renting this Stand up Paddle Board and participating in the water activities exposes me to many hazards and entails unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I should be in good physical health to participate in Stand up Paddle Boarding. I choose to participate in Stand up Paddle Boarding in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of renting this Stand up Paddle Board and participating in Stand up Paddle Boarding. I understand the inherent risk involved in using this equipment and accept full responsibility for any and all such damage or injury which may result.

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Waiver & Release: In consideration of Kong Adventure renting me this Stand up Paddle Board, I specifically release and forever discharge Kong Adventure and its officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while renting this Stand up Paddle Board and participating in Stand up Paddle Boarding. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damaged caused by the negligence of Kong Adventure or its officer agents, or employees. It is my intent by the Waiver and Release Agreement to release Kong Adventure and hold harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by negligence of Kong Adventure or whether based upon breach of contract, breach of warranty, or any other legal theory.

In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in renting this Stand up Paddle Board or participating in Stand up Paddle Boarding, I will have no right to make a claim or file a lawsuit against Kong Adventure, its officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

I REALIZE THE IMPORTANCE OF WEARING A LEASH AND I HEREBY COMMIT TO WEARING A LEASH AT ALL TIMES WHILE USING A KONG ADVENTURE STAND UP PADDLE BOARD.

I understand that this activity may result in severe injury, including but not limited to spinal or head injury. I understand that this activity may result in hazards posed by other water users and sea conditions. I understand how to operate the rental Stand up Paddle Board. Kong Adventure staff has answered any questions that I have.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

Failure to return the equipment at the time agreed when booking will incur, a per equipment, penalty of £5 and additionally £5 per hour, or part thereof.

I understand and agree to pay the penalty charge if incurred of £5 and £5 per hour or part thereof.

I accept that I am responsible for the replacement value of the equipment if lost or the cost of repair if damaged. Costs are: Board £650, Bag £75, Paddle £65, Pump £45, pump tube £20, buoyancy aid £40, wetsuit £75.

I understand that I have sole responsibility during my hire period and that insurance cover is my responsibility, and not offered to me by KONG ADVENTURE as part of my hire.

I understand that returning a board in an unacceptable condition (covered in sand or mud) will result in a £5 charge for cleaning per piece of equipment.

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These are rules which you will abide by when renting out the SUP:

1. You will take responsibility for yourself and all people in your party, with particular reference to under 16s.
2. You must wear a buoyancy aid at all times.
3. You must be competent enough to manage the hired craft.
4. You are aware of any dangers and will act in a careful and responsible manner at all times.
5. You will be charged for any loss, damage or inconvenience caused through your carelessness or lack of competence.
6. If you are late back, you will be charged for additional time.
7. Do not land on Derwent Isle (the island with the house).
8. Do not go down rivers on the SUP.
9. You must kneel on "Paddle Boards" leaving from or returning to the shore and wear the ankle leashes AT ALL TIMES.
10. Be aware of the waves caused by the launches on the lake and keep out of their way.
11. Avoid damaging the keel by mounting and dismounting the SUP deep enough water-knee depth is fine.
12. For ease of transport the boards will be hired deflated and supplied with a pump for inflation.
13. Boards come with bag for transporting, paddle, life jacket, leash and wet suits if required.

I _____ have read all of the above terms and conditions and agree to abide by all.

I am hiring out _____ paddle boards on _____ for _____ and agree to bring all equipment back to Kong Adventure by _____ in the condition it was given to me.

I understand I will be charged for any loss or damage incurred by myself to the hire equipment and take full responsibility of the equipment and for my personal safety.

Signed _____ Date _____