



Roonka Water Activity Centre

McBean Pound, SA 5357
www.roonka.sa.scouts.com.au



March 2019 R 01

Hire of equipment – Canoes

SCOUTS AUSTRALIA (SA BRANCH) and the Roonka Water Activity Centre (collectively known herein as the Proprietor) agrees to hire Watercraft on the following terms to:

Name: _____ **Drivers Licence No:** _____

Mobile No: _____ **Address:** _____

The above person herein known as a sole person or a person in charge of other persons who will use the hired equipment in the hire period and will hereby be known as the Client.

The Client and all persons of their group agree:

1. To keep the hired equipment in safe custody and acknowledges that the PROPRIETOR can claim the cost of hired equipment lost or stolen, whilst within the hire period.
2. To ensure at all times that, **Personal Floatation Devices (PFD'S) ARE WORN** and the equipment is used in a fit and proper manner, and to ensure that the equipment is not damaged during the hire period. Normal wear and tear is accepted.
3. To accept all risks associated with the use of equipment during the hire period, including the possibility of injury, death, loss or damage.
4. That the PROPRIETOR relies on the information provided by the CLIENT and the CLIENT states that all such information provided at the time of hire is accurate and complete.
5. To indemnify the PROPRIETOR against all claims made by any person, including themselves, (The CLIENT), against the PROPRIETOR in respect of any injury, loss or damage arising out of or in connection with the CLIENTS failure to comply with the PROPRIETORS rules and/or directions.
6. And acknowledge that, to the extent permitted by law, the PROPRIETOR shall not be liable for any injury, loss or damage suffered by the CLIENT, or by any other person arising from or in connection with the CLIENTS participation during the hire period of equipment whether such injury, loss or damage was caused directly or indirectly by the negligence of the PROPRIETOR or otherwise, or by the PROPRIETORS servants or agents. The CLIENT hereby releases the PROPRIETOR from all such claims, and indemnifies the PROPRIETOR against all claims made by or on behalf of any other person. **The CLIENT must ensure that all participants or entrants connected with the CLIENT sign the attached Waiver before engaging in activities at Roonka.**
7. **All accidents resulting in death or injury and incidents resulting in more than \$300 of damage must be reported to Police or a Marine Safety Officer on 8260 0220 within 48 Hours of the event by the CLIENT.** All damage, any injury or loss regardless of cost must be reported to the PROPRIETOR before the CLIENT leaves the PROPRIETOR'S property, or at the conclusion of the hire period. Report any equipment failures. In the case of injury the PROPRIETOR'S must report to Scouts Australia (SA Branch) via the Incident report policy for WHS and welfare purposes.
8. To obey all laws of Australia governing the use of the hired equipment and ensure that they are used in accordance with guidelines published from time to time by official government agencies.
9. I/We acknowledge and confirm that:
 - i) I/We have been given & read the Dept. of Planning, Transport and Infrastructure MR1487 06/13 "KAYAKS and CANOES" safety reference guide.
 - ii) I/We have viewed the "PADDLE SAFE" DVD, ANZ Safe Boating Education Group
 - iii) I/We have been made aware of displayed Murray River strip map.
 - iv) I/We have been advised of the Bureau of Meteorology phone number.
 - v) I/We have been advised of and given a copy of emergency services and Roonka contact phone numbers.
 - vi) I/We have been advised, when on water, to carry a mobile phone or other means of communication in a waterproof cover/container.
 - vii) I/We have been advised at all times to refer to the weather conditions on the onsite weather station.

CANOE HIRE UNDER THIS AGREEMENT ARE ONLY TO BE USED DURING DAYLIGHT HOURS, AND IN CALM CONDITIONS ON THE RIVER, AND NOT TO BE USED IF THE WIND SPEED FORECAST EXCEEDS 20 KNOTS (37 KPH) IN THE AREA OF USE.

SCOUTS AUSTRALIA (SA BRANCH) AND ITS AGENTS AT THE ROONKA WATER ACTIVITY CENTRE RESERVES THE RIGHT AT ALL TIMES TO REMOVE CANOES / KAYAKS FROM ANYONE DEEMED TO BE INCAPABLE OF PADDLING SAFELY OR IN BREACH OF THIS HIRE AGREEMENT
I/WE CONFIRM I/WE HAVE READ, UNDERSTOOD AND AGREE TO THE REQUIREMENTS AND SAFETY CONDITIONS OF HIRE AS DETAILED ABOVE.

Clients Signature: _____ **Date:** _____

Equipment Hired: _____

Hire Fee: _____ **Using own PFD's:** _____ **Yes/No**

Hire Start: _____ **Hire End:** _____