

## Peninsula Paddle Co

### ASSUMPTION OF RISK SIGNATURE FORM

#### SEA, FLAT WATER & ESTUARY KAYAKING, SUP, BEACH GAMES AND RELATED ACTIVITIES

Note: Section 74 of the Trade Practices Act ("the Act") implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

Hereafter whenever the name **participant** appears it refers to the individual(s) undertaking one of the activities mentioned above. Wherever the name **Peninsula Paddle Co** appears it relates to the staff, volunteers and/or owners of Peninsula Paddle Co.

1. The **participant** must disclose any pre-existing medical or other conditions that may affect the risk that either the **participant** or any other person could suffer injury, loss or damage.
2. The **participant** understands that they need to be competent and comfortable in and around a sea environment. The **participant** also agrees that they will inform **Peninsula Paddle Co** if they are not competent/comfortable in and around a sea environment.
3. The **participant** acknowledges that **Peninsula Paddle Co** relies on the information provided by the **participant**, and the **participant** states that all such information is accurate and complete.
4. The **participant** understands and acknowledges the dangers associated with the consumption of alcohol or any other mind altering substance.
5. The **participant** agrees with **Peninsula Paddle Co** that the **participant** will obey and will comply with all the rules and directions made or given by **Peninsula Paddle Co** in connection with the described activity. If the **participant** fails to comply with **Peninsula Paddle Co's** rules and/or directions, the **participant** will not be permitted to continue with the described activity, and no refund will be given.
6. The **participant** accepts all risks associated with the activity, including the possibility of injury, death, loss or damage.
7. The **participant** agrees to indemnify **Peninsula Paddle Co** against claims made by any other person against **Peninsula Paddle Co** in respect of any injury, death, loss or damage arising out of or in connection with the participant's failure to comply with **Peninsula Paddle Co's** rules and/or directions.
8. The **participant** agrees and acknowledges that, to the extent permitted by law, **Peninsula Paddle Co** shall not be liable for any injury, death, loss or damage suffered by the **participant** or by any other person, arising from or in connection with **Peninsula Paddle Co's** participation in the activity, whether such injury, death, loss or damage was caused directly or indirectly by the negligence of **Peninsula Paddle Co** or otherwise, or by **Peninsula Paddle Co's** staff or volunteers. The **participant** hereby releases **Peninsula Paddle Co** from all such claims, and indemnifies **Peninsula Paddle Co** against claims made or on behalf of any other person.
9. To the extent permitted by law, the **participant** acknowledge and agrees that all warranties, covenants and stipulations are hereby excluded.
10. All accidents, injuries or damage must be reported by the **participant** to **Peninsula Paddle Co** before the **participant** leaves **Peninsula Paddle Co's** property.

1. If the **participant** suffers any injury or illness, the **participant** agrees that **Peninsula Paddle Co** may provide evacuation, first aid and medical treatment at the **participant's** expense and the **participant's** acceptance of these terms and conditions constitutes the **participant's** consent to such evacuation, first aid and/or medical treatment.
2. The **participant** agrees that **Peninsula Paddle Co** has informed them of the risks, inherent dangers and safety measures needed to be taken for Kayaking/SUPing out of sight of **Peninsula Paddle Co**.
3. If the **participant** is under the age of 16 years old the **participant's** parent or legal guardian must give consent and confirm that the **participant** is in good physical health and has the ability to carry out the activity.
4. The parent/guardian confirms that the **participant** understands all of the terms and conditions set out in the 'Assumption of risk signature form'.

---

All sections Below Must Be Completed

**Participants Details**

Name:.....

Address:.....

Mobile:.....

Emergency Contact Name:.....

Emergency Contact Phone:.....

Signature:.....Date:.....

Email:.....

**Other Participant Details**

Name:.....Signature:.....Email:.....

Name:.....Signature:.....Email:.....

Name:.....Signature:.....Email:.....

Name:.....Signature:.....Email:.....

Name:.....Signature:.....Email:.....

(A parent or guardian must also sign for children under the age of 16)

**BY SIGNING ABOVE YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT.**

Peninsula Paddle Co - ABN: 57707411713