



SEA KAYAK RENTAL AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

To Manawatu College and its directors, officers, employees, instructors, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees")

DEFINITION: In this Release Agreement sea kayaking (hereinafter "the Activities") shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: still water kayaking; ocean kayaking; kayaking in surf or moving water; rental of kayaks (hereinafter "the boats") and other equipment; orientation and instructional courses, seminars and sessions; and all travel, transport and accommodation; and other such activities, events and services in any way connected with or related to sea kayaking or the rental of sea kayaking equipment.

RENTAL AGREEMENT: I accept full responsibility for the sea kayak equipment rented ("the Equipment") and agree to pay for any damage to the Equipment and replace the Equipment at full retail value if not returned by the agreed date.

SEA KAYAKING SAFETY: I acknowledge that I have been advised to wear an approved personal floatation device while sea kayaking and to carry other safety equipment such as spray deck, pump, paddle float, and bailer. I am familiar with the proper use of the Equipment, including how to self rescue, and of the ocean environment including tides, currents and weather effects. I am aware that there are technicians available to answer any questions that I may have as to the proper use of the Equipment.

ASSUMPTION OF RISKS: I am aware that sea kayaking and the rental of sea kayaking equipment involves many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the put in; slip and falls while getting into or out of the boats; overturning of the boats; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, boats or equipment; hypothermia; drowning, changing and inclement weather conditions including storms, high wind, high waves, and lightning; on land or camping hazards such as falling due to uneven terrain, unstable beach logs, slippery rocks, falling branches, campfire, pressurized cooking fuels and appliances, kitchen equipment, hot liquid; encounters with domestic or wild animals; mechanical failure of the equipment, negligence on the part of other participants; and **NEGLIGENCE ON THE PART THE RELEASEES AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND THEIR STAFF, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS AS A RESULT OF MY USE OF THE EQUIPMENT.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SEA KAYAKING AND THE RENTAL OF SEA KAYAK EQUIPMENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the **RELEASEES** agreeing to rent me sea kayaking I have read, understand, and agree to abide by the following rules:

- Lifejacket must be worn at all times.
- All children must be in direct supervision of an adult at all times.
- I do not land on private properties.
- If I stop and get out of the kayak I will place all equipment in a safe place.
- I protect the New Zealand environment and wildlife by not leaving litter on river banks and beaches.
- I pay attention to avoid collisions with other users of the water i.e. motorboats, jet ski, water ski, kayaks, swimmers.
- I pay attention to other dangerous situations such as strong currents, tide, flood, poor weather, waves, unstable cliffs.
- No alcohol or drugs before or during your kayak rental.
- **I am responsible for the return of this equipment in the same state in which I received it. I agree to pay in full for any repairs or replacement if the equipment is damaged or lost.**
- Manawatu College is not responsible for any injury, loss, claim, damage, or any direct, incidental or consequential damages of any kind.

Signed this _____ day of _____

Witness	Signature of Participant
Please print name clearly	Please print name clearly
	Signature of Guardian if Participant is under age of 16

