

WOODGATE BEACH TOYS HIRE AGREEMENT

TERMS AND CONDITIONS



Please read this document carefully before signing. By signing this Agreement you agree to the Hire Terms and Conditions herein.

- 1. Any Paddle boards, Kayaks or Bikes hired from Woodgate Beach Toys, must be hired by an Adult over the age of 18 and must have a current Drivers License;
2. Kayak hire and Stand up paddle board hire from Woodgate Beach Toys is available to people wishing to paddle from the ages of 6 years and over, however all children under the age of 16 and over the age of 6 must be accompanied and supervised by an Adult of 18 years above at all times;
3. By signing this agreement, you verify to Woodgate Beach Toys that you are medically fit and able to use, paddle and manoeuvre Kayaks/ Paddle board, that you do not suffer any or any significant injury, illness or disability that may prevent or hinder you in the use of the hired goods. All users are to confirm they are competent unaided swimmers.
4. By signing this agreement, you verify that at the time of hire, you are not under the influence of any alcohol, prohibited drugs, or mind-altering drugs or substances.
5. Kayaking/Paddle boarding (even with the accordance of its intended use) can be dangerous; you acknowledge you are exposed to the possibility of risks using the hired goods, including actions of others, weather, water conditions, physical hazards and such. These factors may result in injury to yourself, others or to the hired product being lost or damaged, YOU ACKNOWLEDGE & HAVE READ AND UNDERSTOOD THESE WARNING AND RISKS.
6. You indemnify Woodgate Beach Toys, its employees, servants and agents regardless of any negligence against, ANY LOSSES INCURRED BY WAY OF DAMAGE TO PERSONAL OR PUBLIC PROPERTY, FOR ANY INJURY TO YOU OR ANY OTHER PERSON ALL CHARGES, FINES OR LIABILITIES INCURRED OUTSIDE THE ORIGINAL HIRE PRICE, ALL LEGAL COST INCURRED, ON A SOLICITOR, CLIENT OR FULL INDEMNITY BASIS, OR ANY OTHER EXPENSES INCURRED BY Woodgate Beach Toys, EMPLOYEES, SERVANTS OR AGENTS IN CONNECTION WITH ACTIONS, DEMANDS OR OTHER PROCEEDING OF SETTLEMENT ARISING INDIRECTLY OR DIRECTLY IN CONNECTION WITH THE SUPPLY TO YOU OR USE OF BY YOU THE KAYAK AND / OR THE PADDLE BOARD AND / OR BIKE. YOU AGREE TO PAY Woodgate Beach Toys, COSTS AND EXPENSES REFERRED TO IN THIS CLAUSE.
7. You agree to pay for the repair or replacement of any loss or damage occurring to any kayak, paddle board, paddle/s, or equipment hired from Woodgate Beach Toys during your period of hire or while the equipment remains in your possession/control. Damage or loss does not include reasonable wear and tear.
8. The cost for the hire of the bike, paddle board, and/or kayak is payable prior to commencement of any hire. It will not be refunded in full or part to you should you return the bike, kayak/paddle board earlier than the hired period.
9. Woodgate Beach Toys reserves the right to refuse to hire bikes/kayaks/boards to any person at their discretion.
10. You agree to return all bikes/kayaks/paddle boards and/or all associated equipment hired, at the expiration of the paid hire period. If you do not return the hired equipment at the expiration of the paid hire term, Woodgate Beach Toys reserve the right to charge you for the additional time (in one hour increments) until the equipment is returned.
11. ALL HIRES INCLUDE:
a. KAYAKS: KAYAK, SEAT, PADDLE/s, LIFE JACKET /s and TROLLEY;
b. PADDLEBOARDS: BOARD, PADDLE and LIFE JACKET /s and TROLLEY.
c. BIKES: BIKE, HELMET.
d. Additional items as listed below.

Woodgate Beach Toys is operated by Childers Eco-lodge Pty Ltd.

Hired: \_\_\_\_\_ Date Out: \_\_\_\_\_ Time Out: \_\_\_\_\_

DUE BACK: \_\_\_\_\_

Life Jacket/s: \_\_\_\_\_ Paddle/s: \_\_\_\_\_ Seat/s : \_\_\_\_\_

Trolley/s : \_\_\_\_\_ Helmet/s: \_\_\_\_\_ Extras: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DRIVERS LICENCE # \_\_\_\_\_ PHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_