

MEDWAY YACHT CLUB

Lower Upnor, Rochester, Kent ME2 4XB
Telephone 01634 718399
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STAND UP PADDLEBOARD

HIRE AGREEMENT & DISCLAIMER FORM

This Agreement is made between Medway Yacht Club and the Hirer named below.

HIRER:

<i>Full Name</i>	
<i>Address</i>	
<i>Phone number</i>	
<i>Email address</i>	
<i>Emergency contact</i>	

EQUIPMENT:

Model SUP:.....

- Paddle
- Buoyancy Aid
- Leash

Full Day: 9.00am to 4.00pm

Half Day: 9:00 am to 12.30am

Any rental exceeding times listed above will be charged late fees of £5 per hour after 15 min grace period.

Equipment Loss:

SUP = £450, Paddle = £150, Buoyancy Aid = £50, Leash = £25. Repairs fees can vary from £25 to full loss value depending by the severity.

By signing below you agree to the charges as indicated above and acknowledge receipt of equipment detailed above is complete and without any damage.

Conditions: Before hiring is possible the member needs to have and introductory session with the Training Principle where safety and skills of paddling boarding are learnt. This will be charged at £20 for a one – one session or £15 for a group session.

Providing the Training Principle is satisfied that you are competent he will let you hire the boards and paddle with a group under your guidance.

HIRING FEES:

Members fees: £10 full day / £5 half day.

To be paid on return of this agreement. Hire fee is not refundable or transferable if event is cancelled.

Cheque should be made payable to Medway Yacht Club.

I have read, understood and agree to be bound by this agreement and the standard conditions of hire attached.

Signature of Hirer:

Please print name: **Date:**

I am at least 18 year old and I have read and fully understand this agreement

I am UNDER the age of 18 and my legal guardian accepting responsibility of the terms of his agreement

is..... As legal guardian, I have read and fully understand this agreement.

Printed name..... Signature.....Relationship to hirer:.....

STANDARD CONDITIONS OF HIRE

Allowable use area: The allowable use area of the rental equipment includes the River Medway inland waters within the MYC buoy 2 in front of Whitewall Creek down to buoy 23.

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.

Waiver & Release: In consideration of Medway Yacht Club renting me this Stand up Paddle Board, I specifically release and forever discharge Medway Yacht Club and its 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 Medway Yacht Club and his employees. It is my intent by the Waiver and Release Agreement to release Medway Yacht Club and hold harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by negligence of Medway Yacht Club 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 Medway Yacht Club or employees, even if they or any of them negligently cause my injury, illness, death or damage.

Terms of use:

- I will wear a leash at all times while using a Medway Yacht Club stand up paddleboard.
- I will consider risks associated with wind, wave tidal current & boat traffic.
- I will NOT paddle alone.
- I am aware there is no safety boat service while renting a SUP.
- I am aware of risk of collision with objects above and below the water.
- I am aware of risks from inclement weather and risks associated to equipment failure or mis-use.

The HIRER shall indemnify Medway Yacht Club for the cost of repair of any loss of or damage done to any part of the SUP.

At the end of the hiring the HIRER shall be responsible for leaving the premises and surrounds, including toilets, in a clean and tidy condition. Medway Yacht Club shall be at liberty to make an additional charge to cover cleaning, breakages, loss and damage.

Medway Yacht Club shall not be liable for any loss or damage to the property of the HIRER.