

WATER SPORTS - HIRE ONLY SERVICE - SIGN IN FORM



Otago Harbour Golf Challenge Ltd (“OHGC”) provides **HIRE ONLY** water sports equipment to you (“the Hirer”).

As the **Hirer**, you acknowledge on behalf of yourself and (if applicable) any named minor and agree to the following:

1. You recognize that there are certain, inherent and unavoidable risks associated with **WATER SPORTS HIRE** and that there is the possibility of injury to yourself and/or others and loss or damage to property belonging to yourself and/or others.
2. Prior to the issuance of **WATER SPORTS EQUIPMENT** you will be given a safety briefing and hazards will be identified. You understand and agree to wear a flotation device and appropriate clothing at all times when undertaking **WATER SPORTS HIRE**.
3. You accept that *OHGC* acknowledges that if the **HIRER** (and/or minor) is carrying out **WATER SPORTS HIRE** in a designated area¹ during operating hours, *OHGC* will endeavor to ensure that the designated area is monitored by a representative of *OHGC*. The monitoring will be **PASSIVE SURVEILLANCE ONLY** as a contingency Health & Safety measure. You acknowledge that *OHGC* is **NOT PROVIDING FULL SUPERVISION** and that you are responsible for your **WATER SPORTS HIRE** activity.
4. You agree to observe and follow any instructions by an *OHGC* representative in relation to carrying out the **HIRE** and the manner in which you use the **WATER SPORTS EQUIPMENT**.
5. You confirm that you are physically and mentally capable of the **WATER SPORTS HIRE** and that you have not been advised otherwise by a qualified medical person. You are not taking any medication that may adversely affect your participation.
6. Conditions can change quickly and you must be fully prepared for such weather changes.
7. You agree to respect fellow users and any neighbours by minimizing noise levels and removing any rubbish.
8. You agree that you must not be under the influence of drugs and/or alcohol when **HIRING** our equipment.
9. You consent to receive medical treatment which may be deemed necessary by an *OHGC* representative in the case of injury, accident or illness and also agree to compensate *OHGC* for such medical treatment. Visitors to NZ must understand that our Accident Compensation Scheme has limited assistance to such visitors should have full medical and injury insurance.
10. You accept that you may be removed from the designated area if *OHGC* believes that you may be a danger to yourself or others and/or cause damage or loss of property belonging to yourself or others.
11. You accept responsibility for the equipment you are hiring. You undertake to reimburse *OHGC* for any damage or loss during the hire period irrespective of the circumstances leading up to the loss or damage, including any recovery costs deemed necessary by *OHGC* (with the exclusion of loss or damage due to failure of the structure of the equipment in normal use).
12. You accept liability for any damage or injury to third parties and their property incurred or caused by yourself whilst using hire equipment *from OHGC*.
13. You accept that a minimum of \$75 per kayak or stand up paddle board will be charged if an *OHGC* representative needs to recover or rescue equipment and/or participants.
14. You must check in at the end of the hire period, if you are later than 60 minutes after the end of the hire period and unable to be contacted/sighted, New Zealand Coastguard will be notified and any rescue charges will be forwarded to you.
15. You accept that equipment must be returned in a clean condition otherwise a \$20 per person cleaning fee will be charged.
16. To the greatest extent permitted by law, on behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns and anyone else who might sue on my behalf, you waive, release and discharge *OHGC* and its representatives, agents and invitees from any and all liability for death, disability, personal injury, property damage, theft and all other foreseeable risks, claims or actions of any kind (including negligence) whatever and however occurring which may arise, at any time, from or in connection with, directly or indirectly, as a consequence of my participating in the water sports activities.
17. You confirm that you have fully read and understood the terms and conditions of this form and by signing below, acknowledge that you accept these terms. If signing on behalf of a minor (under 18yhrs) you declare that you have full power and authority to sign for that person, and accordingly release *OHGC*, its representatives, agents and invitees from all liability on behalf of such person(s).

¹ When the activity engaged in is Kayaking and/or Stand-up paddle boarding the designated area is pointed and mapped out prior to hiring *OHGC* equipment.