

# *Murray River Canoe Hire*

Tel: (02) 60 411 822 Mob: 0417 691 339  
2640

301 Macauley Street, ALBURY NSW

Dave Breedon — Operator. Lic NO. HD0330 ABN 51 457 582 189

**PLEASE READ THIS. YOU WILL BE REQUIRED TO SIGN THE ASSUMPTION OF RISK FORM.**  
All participants (or guardians) are required to read & sign an individual form.

## **DECLARATION.**

*As a condition of canoe hire I the participant agree to*

1. Stay within the areas defined by the staff of Murray River Canoe Hire
2. Commence activities only when indicated by the staff of Murray River Canoe Hire
3. Cease activities when asked by the staff of Murray River Canoe Hire
4. Follow any and all directions issued by the staff of Murray River Canoe Hire
5. Allow Murray River Canoe Hire to publish any photos for advertising and promotion purposes taken during the course except where I have expressed in writing for those photos not to be published.
6. I agree that I am responsible for the hire boat and equipment for the duration of my hire and agree to pay Murray River Canoe Hire for any damage, theft or other loss incurred during that time.
7. I declare that I am fit to undertake the activity of canoeing/kayaking and will consult a medical professional if I have any doubts about my fitness.
8. I acknowledge that outdoor activities including, but not exclusively, canoeing/kayaking has inherent risks that can result in accident, injury and possibly even death.
9. I realise that I am in the outdoors and need to take appropriate action to protect myself from sunburn and dehydration.
10. I realise that the outdoors including: the Australian bush rivers, estuaries and lakes are the natural habitat of creatures including ants, bees, wasps, snakes and others. I acknowledge that interactions with these creatures and others can result in injuries.
11. I agree that if at any time I feel the need of a drink, sun or cold protection or am feeling pain or any other concern that I will inform the staff of Murray River Canoe Hire immediately.

12. I will wear the life jackets as provided by Murray River Canoe Hire

13. I the undersigned, in the consideration of and as a condition of acceptance of my participation in this activity, my heirs, my executors and administrators hereby waive all and any claim right or course of action which I might have for or arising out of loss of life or injury, damage or loss of any description whatsoever which may be suffered or sustained of or consequent of participation in this activity.

14. Murray River Canoe Hire shall not be responsible in tort or contract or otherwise for an injury to or death of myself or any other participants or any loss of or damage to any property belonging to myself or any Participants whilst participating in an activity arranged and/or supervised by or on behalf of Murray River Canoe Hire, and whether or not such injury, death, loss or damage as aforesaid is the result of the negligence or breach of contract or willful default of Murray River Canoe Hire, its servants or agents and whether or not the same occurs in the performance by or on behalf of Murray River Canoe Hire of the contract in events which are in the contemplation of or foreseeable by Murray River Canoe Hire myself and or any other Participants or in events which could constitute a fundamental breach of the contract or a breach of a fundamental term thereof.

Notwithstanding the above, Murray River Canoe Hire shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) if and to the extent that the said Act is applicable to this contract and prevents the exclusion, restriction or modification of any such warranty. The liability of Murray River Canoe Hire, if any, for any breach of warranty shall be limited at the option of Murray River Canoe Hire to the supply of the services again or the payment of the cost of having the services supplied again.

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## ASSUMPTION OF RISK SIGNATURE FORM

Must be completed by all participants undertaking canoe hire (or guardian).

**PLEASE READ THE DECLARATION CARD BEFORE COMPLETING THIS FORM.**

One form per participant.

### PARTICIPANT DETAILS

First Name	Surname
Address	
Suburb	Postcode
Day phone	
Email	
<b>Emergency Contact Person</b>	
Name	
Relationship	Phone (day)
Can you swim > 50 metres      yes    no	
What paddling have you done before?	
Where have you paddled?	
What boats have you paddled?	
What do you want out of this activity?	
How did you hear about us?	

### Agreement to treatment

In the event of accident or illness I authorise the staff of Murray River Canoe Hire to initiate any X-ray, examination, anaesthetic, medical, surgical or hospital treatment as may be deemed necessary by a licensed physician and or surgeon. I also authorise to engage such treatment and agree to pay the appropriate fees for such service and treatment.

### Medical Information (Please fill out a separate form for each Participant)

It is important to us to look after you. If you feel that there is anything that we need to know that is not covered here please note it at the section at the end or mention it to us prior to the program. Note - the following information is supplied in confidence.

## Medical Information

If you answer YES to any question, please supply FULL details below

Do you suffer from or have you ever been treated for any of the following.

Heart Problems	Yes	No
Respiratory Problems	Yes	No
Phobia	Yes	No
Migraines	Yes	No
Blackouts	Yes	No
Fits. Epilepsy etc	Yes	No
Any restriction on activities	Yes	No
Allergies' (i.e. food. bee stings)	Yes	No
Do you carry an epipen?	Yes	No
Any Drug Reactions?	Yes	No

Have you had any recent operations or illnesses?    Yes                  No

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Do you have any conditions or injury that may restrict you from canoeing / kayaking?  
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Do you or have you had any concerns with your lower back, shoulders, legs, knees, elbows or wrists?  
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Any medications required?                          Yes / No

If yes please advise. \_\_\_\_\_

**For the Participant to complete:** I declare that I have read and understood the DECLARATION and accept all terms and conditions. All information given by myself or my associates is true and correct. (If under 18 signed by legal guardian).

Print Name \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Print Name \_\_\_\_\_ Relationship to Person \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_