

STAND-UP PADDLEBOARD / KAYAK HIRE
AGREEMENT

Agreement is between Float and the undersigned.

Email: info@floathampshire.co.uk Web: www.floathampshire.co.uk T: 07704445222

I understand and agree to the following:

By signing this agreement, I am offering to hire equipment from FLOAT; at any time until they take payment from me Float may decline my offer.

If I am hiring the equipment for someone under the age of eighteen I accept full legal responsibility for them and for their compliance with terms and conditions of this agreement as they apply to that person and "I", "me" & "my" shall refer to both me and the person I am hiring for.

I assume full responsibility for the equipment listed on this Hire Agreement and the associated accessories.

I agree to obey all local regulations, and all lawful directives from appropriate emergency or law enforcement personnel, while operating or renting the watercraft. I agree to obtain any required local licences.

I agree not to use the equipment as a competitor in any race.

I am capable of operating the equipment and find it in good working order, condition, and repair. I shall not be under the influence of drink or drugs and understand if FLOAT believe me to be so they can terminate this agreement and take the equipment back without refunding me.

I shall bear all risk of damage or loss of the equipment, or any portion thereof, including but not limited to damage and theft, and shall pay FLOAT the cost of repair or "as new" replacement. I authorise FLOAT to charge the credit card taken during the reservation process for cost of repair or replacement in the event of but not limited to damage, loss, or theft of the equipment.

I understand that I am liable for all dirty, damaged, lost, or stolen equipment and any fees associated with the listed equipment, and that all equipment must be returned in good condition as determined by FLOAT. "Loss" includes confiscation as a result of me having breached any local rules, regulations or bye-laws when using the paddle board.

I understand that I am hiring the listed equipment at my own risk and that the hire fee does not include any insurance for my benefit.

I understand that I am responsible for returning the listed equipment at the agreed upon time on the due date of the hire period as shown on the Hire Agreement, and that a late fee will be charged for items that are overdue.

I agree that it is my responsibility to ensure proper transportation of the equipment on my vehicle and that SUPs/kayaks must be transported using proper restraint devices.

I acknowledge that improper loading and attachment of the equipment may result in damage to my vehicle, other vehicles and the equipment, which will not be Float's fault.

I release FLOAT from all liability for any assistance provided in loading or securing equipment. I release FLOAT from all liability for any damage that may occur to my vehicle whilst loading, unloading, or transporting the Equipment.

RECOGNITION OF RISK: I acknowledge that stand up paddling / kayaking is an activity with inherent risks of injury to persons and property. I am aware of those risks and understand them. I understand the dangers of paddling on tidal or still water and understand that weather can play a factor in paddling safety and that such activities are subject to the unpredictable forces of nature. I will always assess weather and water conditions for safety before I set out and I will wear a Buoyancy Aid at all times while on the water.

RELEASE OF LIABILITY: I hereby release FLOAT, its agents, contractors, employees, and owners from liability for negligence and hold them harmless from any loss, expense, or cost, including solicitors fees, arising out of damages or injuries, whether to persons or property, including those not listed on this agreement, occurring as a result of the rental or use of said paddle board / kayak and equipment. This release does not apply to personal injury or death caused by Float's negligence. If this release is not effective for any reason or if it does not apply in any circumstance, Float's maximum liability under this agreement is limited to £750.

This agreement constitutes the entire agreement between me and FLOAT and no term may be waived or modified, including any provision against oral modification, except in writing signed by both parties. There are no warranties, expressed or implied, by FLOAT to me, except as contained herein, and FLOAT shall not be liable for any loss or injury to me nor to anyone else, of any kind or however caused except as stated in this agreement.

Please Tick ALL that apply to the intended user of the equipment: -

<input type="checkbox"/>	They can swim at least 20m
<input type="checkbox"/>	They will wear a buoyancy aid at all times on or near the water
<input type="checkbox"/>	They are over 18
<input type="checkbox"/>	They are over 18yrs and an experienced Paddle Boarder and competent and confident to paddle unaccompanied
<input type="checkbox"/>	They are 16yrs or older and when paddling will always be accompanied by someone who is 16 years or older.
<input type="checkbox"/>	They are under 16yrs and when paddling will always be accompanied by an over-18 when paddling
<input type="checkbox"/>	They are 8yrs or older
<input type="checkbox"/>	They have not received medical advice against swimming or paddling and know of no reason why they should not be allowed to swim or paddle.
<input type="checkbox"/>	I am happy to be photographed using Float equipment and for the photograph(s) to appear in FLOAT public marketing material (website, instagram, facebook, printed publications etc.)

REFUNDS: Refunds will only be given if a booking is cancelled and (1) the booking was made and paid for at least 7-days in advance of the intended hire date and (2) the cancellation was received by email at least 6-days in advance of the intended hire date. No other refunds will be paid.

EQUIPMENT “As New” REPLACEMENT COSTS:

- Kayaks - £400
- Paddleboards - £400
- Paddles - £80
- Buoyancy Aid - £60
- Fins - £40
- Pumps - £40
- Dry Bags - £20
- Phone Cases - £20
- Leash - £20

Please Note:

- Float does not have any responsibility whatsoever for loss or damage to your personal belongings. You should be aware that any waterproof containers or bags supplied cannot be 100% reliable and any personal property taken onto the water is at your own risk.
- Participants should be aware that kayaking/ stand up paddle board can be dangerous. Hazards include (but are not limited to); drowning, hypothermia, repetitive strain injury, slips, trips, falls, biological hazards from river water, skeletal/muscular injuries from paddling or moving equipment. All participants accept exposure to the afore mentioned hazards and do not hold Float responsible for injuries obtained from paddle boarding, kayaking, canoeing or any associated activity.

Please turn over

I have read this agreement and understand it, and I sign it of my own free will. I am aware that this includes a release of liability and is binding on me, heirs, executors, administrators and assigns, or any person claiming by or through me.

DETAILS OF HIRER

Full Name: _____
Mobile Number: _____
Address: _____

Post Code: _____

PARENTS & LEGAL GUARDIANS OF UNDER-18s must complete and sign the following statement:

I am the parent or legal guardian of the intended user of the equipment who is under the age of 18 or I am properly authorised by the parent of the intended user to hire the equipment for them. I accept full responsibility for the user's / users' compliance with the terms of this agreement:

The emergency phone contact numbers in case of injury to the Under-18 is:

.....

Signed.....

Equipment Type: _____
Date Out: ___ / ___ / ___ Time Out: _____
Date In: ___ / ___ / ___ Time In: _____
Hire Fee: £ _____ Number of Passengers: _____
Signature: _____
Print Name: _____

PAYMENT AND SECURITY DETAILS

Name on Card: _____
Card Type: _____
Card Number : _____ Expiry Date: ___ / ___
Security (3digits): _____

I hereby authorise FLOAT to use the above credit card for the payment of my hire and any other fees I may incur.

Signature: _____
Date: ___ / ___ / ___