



1/17 Claude Ave Cremorne NSW 2090

Safety Briefing, Terms and Conditions of Hire

By purchasing a ticket to hire a paddleboat ('equipment') you ('the hirer') agree to the following Conditions of Hire:

1. In these Conditions of Hire, 'hirer' means the person who purchases the ticket as well as all persons on whose behalf the ticket has been purchased.
2. A ticket entitles the hirer to the use of 1 paddle boat for a 30-minute session in Cockle Bay, Darling Harbour.
3. Tickets are non-transferable & non-refundable.
4. A ticket is only valid for the session (date and time) for which it is purchased.
5. All participants MUST always wear a lifejacket while on a paddleboat.
6. The maximum capacity of a paddleboat the maximum pax is 2 adults and 2 children and the max load is 374 kgs.
7. For safety reasons children must be a minimum of 10kg to participate. Children under 15yrs must be accompanied by an adult 18 years or above.
8. No food or beverages may be brought onto the paddleboats
9. Parents/ guardians are responsible for the safety of their children and must always actively supervise their children .
10. The hirer must abide by all lawful instructions given by paddleboat staff. Failure to do so may result in the hirer being unable to hire/use a paddleboat and/or remain in the area.
11. Swimming in Cockle bay is not permitted. Infringement fines apply.
12. Property NSW reserves the right to refuse entry or remove guests from the Marina & Darling Harbour for vandalism, stealing, offensive behaviour, queue line jumping, failure to properly supervise persons under an individual's care, failure to follow safety instructions or failure to comply with the Conditions of Hire.
13. The hirer must return the equipment by the agreed time and acknowledges that further hiring fees may be charged if the allocated hiring period is exceeded.
14. No refunds will apply for equipment returned before the end of the allocated hire period.
15. The hirer must use the equipment in a careful and reasonable manner in accordance with all applicable laws and rules in force at the time of hire.
16. The hirer must refrain from behaviour which could affect the hirer's safety and/or the safety of others.
17. The hirer agrees as a condition of hire, to wear all compulsory safety equipment provided (including, but not limited to, a life jacket) for the full duration of the hire.
18. The hirer will be solely liable for any loss or damage occasioned or caused to any persons or property arising out of the hirer's use of the equipment.
19. The hirer will be liable for any damage caused to the equipment by an act or omission of the hirer (whether negligent or not). The hirer will be responsible for the full replacement of or will pay the full retail value of any equipment hired and not returned to the Marina.
20. Any photographs, videos or sound recordings taken by the hirer must be for personal use only. Any use, reuse or production of such photographs, videos or sound recordings for commercial purposes without the express written consent of Property NSW is strictly prohibited.
21. The hirer agrees to indemnify and keep indemnified, Property NSW and its servants, Greg Gordon Investments P/L, Leisure Boats P/L employees and agents from and against all actions, demands, claims, proceedings, losses, damages, costs (including legal costs), charges and expenses suffered or incurred by the hirer, or any person acting under the control or at the direction of the hirer relating from any damage or destruction to any real or personal property and injury (including death) suffered or sustained by any persons arising out of or in connection with the hirer's use of the equipment.
22. The hirer releases to the full extent permitted by law the Crown in Right of New South Wales (Property New South Wales), the Minister for planning, the Director General of the Department of Planning and Infrastructure and their servants, Greg Gordon Investments P/L, employees and agents from all claims and demands of every kind resulting from any loss, damage, accident or injury (including death) occurring as a result of the hirer's acts or omissions, or the acts or omissions of any person acting under the control or direction of the hirer, or use of the equipment.
23. Property New South wales and Greg Gordon Investments P/L have the right at any time, to retake possession of the equipment from the hirer.
24. **The hirer acknowledges that the hire and use of the equipment is a recreational activity and there are risks of injury to the hirer and their property. By purchasing a ticket you accept these risks and agree that the Crown in Right of New South Wales (Property New South Wales, the Minister for Planning, the Director General of the Department of Planning and Infrastructure and their servants, Greg Gordon Investments P/L , employees and agents do not have or accept any liability for any injury or damage to personal property suffered as a result of**

you accepting these risks. This is a risk warning given pursuant to Section 5M of the *Civil Liability Act 2002* (NSW)

Risks associated with hiring equipment are overturning the craft, sinking, personal injury getting on and off the craft, collision with other craft and shoreline.

The hire will always be responsible to keep the vessel in a safe and correctly trimmed stable position and balanced evenly fore and aft (Level).

The hirer must maintain at least 30 metres between vessels and is obligated to avoid a collision with any other craft.

The hirer must not be under the influence of drugs and alcohol and must not be over the legal limit of 0.05% BAC

Date: _____

Signed by: _____ **Print name:** _____