

- Before proceeding with craft hire, I confirm that I have read and fully understand the terms of this hire agreement and that I and the rest of my group will abide by the hire terms.
- You must be **18 or over** to hire a craft.
- All under 18's must be accompanied by an adult on the river, on a one adult to maximum two children ratio.
- No children under the age of 8 years old can operate their own craft.
- The hirer confirms that all participants can competently swim a minimum of 25 metres unaided.
- The hirer confirms that all participants do not suffer from any medical condition, and are not taking any medication/drugs, that could affect their ability to partake in the paddling activity.
- The hirer confirms that they and all other members of the party will not be under the influence of alcohol or drugs when using the watercraft.
- The hirer agrees to only use the subject of hire and equipment in the manner described by Stour Kayak and to use them on the river Stour.
- The hirer confirms that they will not exceed the maximum weight capacity of the kayaks (125kg / 19.5st total weight in single kayaks and 185kg / 29st total weight in tandem kayaks, 66st total in canoes and 100st for rowing boats).
- Participants cannot take kayaks, rowing boats or canoes on weirs. If any equipment is taken on the weirs or away from the designated area of use a minimum charge of £50 will apply to cover any damage to our equipment.
- The hirer acknowledges and agrees that the equipment is in good condition in all aspects and undertakes not to misuse it and to return it with all accessories in a similar condition as when received.
- The hirer will immediately notify Stour Kayak in the event of any loss or damage of the equipment.
- The hirer shall cover Stour Kayak in respect of all cost, claims, expenses, and demands which it may suffer or incur, and which arise directly or indirectly out of the use of the equipment during the period of hire.
- The hirer acknowledges that by taking advantage of Stour Kayaks offer on the use of their boats and equipment and they cause damage to the boats and equipment, whether by your negligence, deliberate or accidental actions that by signing this agreement you agree to pay for any damages to the boats or equipment or the full price for the replacement of the boats or equipment, if lost or damaged beyond repair.

- The hirer confirms that they are fully aware of the risk of contracting Leptospirosis (Weil's Disease), which is often carried by rats and excreted by their urine, contaminating waterways. There is a great chance of infection in slow-moving and stagnant water, especially where agriculture and rodents mix. Minimise risks by avoiding activities that cause open wounds, cover open wounds and cuts, do not swallow river water, avoid capsizing or rolling, wash hands before eating and cover open wounds and scratches.
- The hirer understands that Stour Kayak and its employees do not accept responsibility for any loss, damage, or injury suffered by persons and/or their property arising out of, or during the course of activities whilst hiring. **Stour Kayak also will not accept any liability for damage or injury suffered to any person or persons and/or property by your actions or actions by members of your group**, be these said actions accidental or of a deliberate nature.
- **INSURANCE** Stour Kayak confirms that it is covered by public and employers liability insurance; however we offer no insurance cover regarding personal accidents to individuals that may occur during the term of this hire agreement.
- In your own interest watersports activities involve an element of risk; you are strongly advised to take out insurance cover against accident, emergency rescue, and personal injury, loss of luggage, equipment damage and cancellation.
- Stour Kayak reserves the right to refuse or immediately terminate a hire. The disclosure of the reason for this action will be entirely at Stour Kayak's discretion.
- Equipment must be returned on time or an additional charge of £50 per craft will be incurred. Please contact us if you do not think you will make it back in time.
- We may take photos for advertising purposes, by signing this you give us full permission to use said photos.
- I understand and acknowledge that use of watersports crafts is an assumed risk activity and agrees to handle with due care and attention with regard to personal safety and the safety of others around them and agrees to abide by the instructions given
- I declare that by signing this agreement on behalf of a child under the age of 18 years, I am the Child's Parent or Legal Guardian, or I have obtained explicit consent from the Child's Parent or Legal Guardian to complete this Waiver on their behalf.
- I confirm that no member of the party exceeds the maximum weight limits for use of the hire craft (19.5st for single kayaks, 29st for double kayaks, 100st for rowing boats and 66st for canoes).