

# **PIONEER RIVER KAYAKS (PRK)**

Participant Waiver, Release of Liability, and Assumption of Risk Agreement

**IMPORTANT: THIS IS A LEGAL DOCUMENT. PLEASE READ CAREFULLY BEFORE SIGNING.**

## **Activities Covered by This Agreement:**

- Self-guided kayak hire on the Pioneer River
- Use of provided equipment, including but not limited to kayaks, paddles, and safety gear
- Transportation by car or ATV to and from the launch or pick-up points
- Consumption of provided food (antipasto plate and beverages, if applicable)

## **Acknowledgment of Risks:**

I understand that participation in kayaking and related outdoor activities involves inherent risks, including but not limited to:

- Drowning, capsizing, or injury from water hazards, wildlife, or weather changes
- Slips, trips, and falls in outdoor environments
- Injuries resulting from use or misuse of equipment
- Food allergies or adverse reactions to the antipasto plate
- Injuries during transportation to and from the activity site, including travel in vehicles and ATVs
- Heat exhaustion, dehydration, sunburn, or hypothermia

I acknowledge that Pioneer River Kayaks does not provide guided tours and that I am responsible for my own navigation, decisions, and safety while on the water.

## **Health and Fitness Declaration:**

I confirm that I:

- Am physically capable of participating in kayaking and related activities
- Have no medical conditions that could be aggravated by this activity
- Am not under the influence of drugs or alcohol while participating

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### **Equipment Responsibility:**

I agree to return all rented equipment in good condition. I accept financial responsibility for loss or damage beyond normal wear and tear.

### **Food and Allergies:**

I understand that the provided antipasto plate may contain common allergens (such as nuts, dairy, gluten, etc.). I accept full responsibility for managing any dietary restrictions or allergies I may have.

### **Safety Rules and Conduct:**

- No alcohol consumption or drug use before or during hire
- No diving, jumping, or tomfoolery
- In the event of storm activity or thunder, return to the closest point of safety (Platypus Beach or origin)
- Lifejackets must remain on at all times
- Do not commence trip without fully understanding instructions and having asked for clarification
- All rubbish must be returned
- Any damage to PRK property will result in costs being recovered
- Stay clear of pump areas and do not interfere with private property
- Personal vehicles must be parked and secured at the responsibility of the customer
- Shoes must be worn at all times
- Do not interfere with nature or animals
- Each party must carry a mobile phone to contact PRK or emergency services (000)
- Sun care is the responsibility of the hirer

### **Release of Liability and Indemnity:**

In consideration for being allowed to participate in the activities offered by Pioneer River Kayaks, I agree to the following:

1. I waive, release, and discharge Pioneer River Kayaks, its owners, employees, contractors, and affiliates

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from any and all claims, liabilities, or causes of action arising from personal injury, property damage, or death resulting from participation in the activities, regardless of whether caused by negligence (excluding gross negligence or willful misconduct where prohibited by law).

2. I agree to indemnify and hold harmless Pioneer River Kayaks against any claims brought against them arising out of my participation.

3. This waiver applies to myself, my heirs, executors, assigns, and legal representatives.

### **Consent to Transportation:**

I consent to being transported by vehicle (including ATV) to and from the river entry or exit points. I understand that travel in such vehicles carries inherent risks.

### **Online Payments and Data Security:**

I understand that Pioneer River Kayaks takes reasonable measures to protect customer data during online transactions, including the use of secure payment gateways and encryption where applicable.

However, I acknowledge that no online system is completely immune to security breaches. By entering payment details on the Pioneer River Kayaks website or any associated booking platform, I agree that Pioneer River Kayaks will not be held liable for any unauthorized access, data breach, or misuse of my financial information by third parties outside of their reasonable control.

### **Photographic Release:**

I grant permission for Pioneer River Kayaks to use photographs or videos taken during the activity for promotional purposes, unless I notify them otherwise in writing.

### **Acknowledgment of Terms:**

I have read and understood this waiver. I acknowledge that by signing, I surrender certain legal rights, including the right to sue. I voluntarily agree to these terms.

### **Participant Information and Signature**

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Full Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

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

### Emergency Contact

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

### For Participants Under 18 - Parent/Guardian Consent

Name of Minor: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

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

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