



HIRE WAIVER

HIRE TERMS & CONDITIONS THIS IS AN IMPORTANT DOCUMENT AFFECTING YOUR RIGHTS, YOU SHOULD READ IT VERY CAREFULLY AND SIGN IT ONLY AFTER YOU ARE SATISFIED THAT YOU UNDERSTAND AND ACCEPT ALL TERMS AND CONDITIONS

In consideration of Scarborough Beach Surf School Hire - I agreeing to hire the Hired Product to me/I acknowledge and agree that:

1. Definitions: In this agreement: Scarborough Beach Surf School Hire also includes, where the context so permits, its directors, officers, servants or agents; “Claim” means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence; and “Hired Product” means the surfing or other aquatic recreational equipment hired by me from the Surf School.
2. Security: If required by Scarborough Beach Surf School, I will provide Scarborough Beach Surf School with a security amount which will be held by Scarborough Beach Surf School for the duration of my hire of the Hired Product and, subject to clause 7 below, refunded to me upon return of the Hired Product.
3. Warning: Surfing and the use of the Hired Product (even in accordance with its intended use) can be inherently dangerous. I acknowledge that I am exposed to certain risks in using the Hired Product including but not limited to physical hazards, unpredictable and sometimes dangerous surf and weather conditions and actions of other persons. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or the Hired Product being lost or damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in using the Hired Product.
4. Use of Hired Product: Use of the Hired Product by me is beyond the control of Scarborough Beach Surf School. I acknowledge and agree that any advice, recommendation, information or services provided by Scarborough Beach Surf School regarding the Hired Product and its use shall not be construed as contractual conditions or warranties. I agree that Scarborough Beach Surf School shall not, subject to clause be liable to me for any loss or damage sustained by me as a consequence of any incorrect advice, recommendation, information or services provided by Scarborough Beach Surf School regarding the Hired Product or the methods or conditions of use of the Hired Product whether such loss was caused by any act of negligence, act of recklessness or any breach of any duty of care which may be owed to me by Scarborough Beach Surf School.

5. Release and Indemnity: In consideration of Scarborough Beach Surf School agreeing to hire to me the Hired Product I, to the extent permitted by law: (a) release and will release Scarborough Beach Surf School from all Claims that I may have or may have had but for this release arising from or in connection with my hire and use of the Hired Product; and (b) indemnify and will keep indemnified Scarborough Beach Surf School in respect of any Claim by any person arising as a result of or in connection with my hire or use of the Hired Product.

7. Damage to Hired Product: I agree to accept all responsibility and liability for any loss of or damage to the Hired Product (however caused) which occurs during the course of my hire of the Hired Product. I agree to compensate Scarborough Beach Surf School for any and all loss of or damage to the Hired Product (including, if required by Scarborough Beach Surf School, the replacement of the Hired Product) which may occur during the course of my hire of the Hired Product and authorise Scarborough Beach Surf School to apply any security amount provided by me to Scarborough Beach Surf School against the costs of such compensation.

8. Fitness to Participate: I declare that I am medically and physically fit and able to participate in the sport of surfing and to use the Hired Product. I understand and accept that Scarborough Beach Surf School will rely upon this agreement as evidence of my fitness and ability to properly use the Hired Product.

9. Governing Law: This agreement is governed by and construed in accordance with the law of the State of Western Australia and the parties irrevocably submit to the jurisdiction of the courts of that State.

10. I have provided the information required above and I warrant that all information provided is true and correct. I acknowledge this agreement cannot be amended. If I do amend this agreement it cannot be accepted by Scarborough Beach Surf School.

I have read, understood, acknowledge and agree to the above terms including the warning, exclusion of implied terms, release and indemnity.

Please fill out and sign below.

I am over 18 years.

Full Name: _____ D.O.B _____ Age _____

Home Address: _____ City: _____

Post Code: _____ Country: _____

Signature: _____ Date _____