

## **HIRE EQUIPMENT - TERMS OF HIRE**

- I agree as a condition of hire to wear all safety equipment provided, during the duration of hire.
- I will at all times be in full control of the equipment and assume total responsibility. I will not allow other person/s to be in control during the hire.
- Renters of the sporting equipment and the principal person who has signed this contract is responsible to BIG4 Sunshine Resort South West Rocks for return of goods undamaged.
- I hereby warrant that I am in good health. I am not receiving any medication or taking any drugs or illness which may be aggravated by participation in the abovementioned sport activity or may affect or interfere with my ability to control the abovementioned equipment for hire.
- BIG4 Sunshine Resort South West Rocks and its employees shall not be responsible for personal injuries or property damage incurred by any person or be responsible for any injuries, death or damage to any persons who have hired this equipment.
- Renters use the sporting equipment at their own risk and agree not to hold Big4 Sunshine Resort South West Rocks or its employees responsible for injury or death resulting from accidents. The Hirer agrees and contracts to absolve Big4 Sunshine Resort South West Rocks and any employees of all liability which may arise under the law of negligence through the use, operation, hiring, repair or condition of the equipment/activity which is the subject of this contract. The Hirer further agrees and contracts to absolve Big4 Sunshine Resort South West Rocks of all liability in which may arise under the law of negligence through the giving of instructions, advice or equipment in relation to matter of safety in the use and operation of the said equipment/activity.
- I agree that no alcohol or drugs will be consumed or administered during the term of hire.
- Sporting Equipment provided for rent are in satisfactory operating condition and participants agree to use them at their own risk or call deficiencies to the immediate attention of the BIG4 Sunshine Resort South West Rocks employee.

### **Canoe/ Kayak/ SUP Hire**

- Instructions in the use of canoes/kayaks /SUP will not be provided with the canoes/kayaks /SUP's and participants confirm that they are familiar with using canoes/kayaks/ SUP's
- Canoe/kayak/SUP renters are required to wear a life jacket while canoeing/kayaking/SUPing at all times.
- Activities involved in canoeing/kayaking/SUP are potentially dangerous. By reserving a canoe/kayak/SUP to rent, renters acknowledge that they are in suitable physical and mental condition to perform the activities described herein.

### **Go Kart and Bicycle Hire**

- Go Kart & Bicycle renters are required to wear a helmet while riding at all times. It has been recommended that protective shoes should be worn while riding the Bikes & Go-karts & that all road rules will be obeyed. This is the parent's responsibility to ensure this happens.
- BIG4 Sunshine Resort South West Rocks Staff have the authority to ensure riders obey Resort rules.
- Riding is not permitted on the footpaths – the Resort is a shared zone, always be wary of vehicles, pedestrians and other riders.
- Boom Gate, Front entrance to Resort & Reception Area are all high traffic sections – please keep clear at all times.

- Riding/ Go-Karting is not permitted inside or around any Resort facility – Eg. Toilet blocks, Games room, Pool & Camp Kitchen Areas etc
- Definitely – No racing within the park
- Parental/ Guardian supervision is always essential.

I hereby declare that myself and everyone using the sporting equipment I am now renting have the necessary experience to use it/them, and that I have checked its/their working condition. I will notify BIG4 Sunshine Resort South West Rocks immediately of any eventual malfunctions or breakages of the sporting equipment). I declare that the sporting equipment will not be used improperly and that I will personally redeliver it/them to BIG4 Sunshine Resort South West Rocks.

I acknowledge I am providing BIG4 Sunshine Resort South West Rocks with credit card details, for precautionary use only. I authorise Big4 Sunshine Resort South West Rocks to charge the credit card all eventual costs in case of damages to the sporting equipment during my rental period, comprehensive labour, except in the case that I can demonstrate other's faults with evidence. In the case of theft, I will be responsible for reimbursing BIG4 Sunshine Resort South West Rocks for the original purchase cost, plus the cost of any accessories that were provided at the time of the sporting equipment rental.