

CAPTAIN COOK CANOES

SAFETY DISCLAIMER & HIRE CONDITIONS

Overview

Please carefully read and acknowledge the following before renting equipment from Captain Cook Canoes' Canoe and Kayak Hire. Your safety is our top priority. Canoeing and Kayaking on the River Waveney is relatively simple to learn, and a wonderful way in which to enjoy the river but requires caution. The river's speed varies, with the upper reaches flowing at a pace similar to brisk walking, influenced by factors like current and wind speed. Velocity weakens near the river edges.

Before your trip, we will brief you on the river, current, and offer advice on the best direction considering circumstances like wind. We ensure your confidence in handling the craft before you begin. However, customers should be aware that the River Waveney is not a boating lake and that considerable effort, at times, is required to travel against the wind and current. E.g. An adult on their own in a Canadian Canoe with small children, can find it extremely hard work without the help of another adult.

Additionally, please be aware of potential risks such as contaminated water. The river may have areas with pollutants or bacteria due to various factors, including agricultural runoff or other environmental factors. It is important to exercise caution and avoid ingesting or coming into direct contact with the water at times. Furthermore, underwater and overwater obstructions like branches and occasional trees may be present, along with weeded areas unsuitable for swimming. Please be aware of these conditions before considering swimming in the river.

Instructions

1. Buoyancy aids (provided) must be worn at all times by all customers, including in the case of swimming in the river. You must not sit on them.
2. We reserve the right to postpone canoe and kayak hire if we feel the conditions are unsuitable.
3. We will not hire craft to under 18s unless accompanied by an adult in the party.
4. Children under the age of 8 years are not allowed on the river in our canoes or kayaks.
5. We do not allow non-swimmers on to the water in our craft - the hirer confirms that all participants can competently swim at least 25 meters unaided and will wear the supplied buoyancy aids.
6. **You are responsible for your own safety and accept all personal liability and risk at all times, including swimming in the river.**
7. You will never use the equipment when the river is on a flood stream.
8. You have noted the point of life rings and safety ropes.
9. Ensure that you keep clear of sluices, weirs and concrete structures at all times. Any equipment taken on these structures or away from the specified area of use will incur a

minimum £50 charge to cover damage to our equipment.

10. Equipment must be returned on time or an additional minimum charge of £40 per craft will be applied. Please contact on-site staff if you are concerned about your return time.
11. We have a strict zero-tolerance policy to drug and alcohol consumption.
12. You are responsible for looking after the equipment provided to you.
13. Please respect all wildlife, this is their home. Take special care around swans and waterfowl, especially during breeding times.
14. Please respect other river users, please keep well clear and to the right of any other approaching craft. Please give anglers space and be aware of fishing lines that may obstruct your path.

Disclaimer

1. Assumption of Risk:

I understand and acknowledge that participating in canoeing and kayaking activities involves inherent risks, including but not limited to the risk of injury, accidents, and property damage. I voluntarily assume all such risks and release Captain Cook Canoes and its representatives from any liability resulting from my participation.

2. Equipment Use and Condition:

I agree to inspect the canoe or kayak and all related equipment provided by Captain Cook Canoes before use. I understand that it is my responsibility to ensure the equipment is in good working order, suitable for my intended use, and fits my skill level. I will notify Captain Cook Canoes' staff immediately of any defects or concerns regarding the equipment.

3. Safety Guidelines:

I acknowledge that I have received and will follow all safety guidelines provided by Captain Cook Canoes. I will adhere to all local laws, regulations, and navigational rules while using the equipment. I will also use appropriate safety gear, including buoyancy vests or personal flotation devices, as instructed.

4. Personal Responsibility:

I understand that I am solely responsible for my own safety and the safety of any minors or individuals under my supervision while using the rented equipment. I will not hold Captain Cook Canoes responsible for any injuries, accidents, or damages that may occur during the rental period.

5. Instruction and Skill Level:

I certify that I have received sufficient instruction and have the necessary skills to operate the rented canoe or kayak safely. I understand that it is my responsibility to ask for assistance or additional instruction if needed before setting out on the water.

6. Indemnification:

I agree to indemnify and hold harmless Captain Cook Canoes, its employees, agents, and affiliates from any and all claims, actions, liabilities, damages, costs, or expenses arising from my use of the rented equipment or my participation in canoeing and kayaking activities.

7. Medical Conditions:

I acknowledge that it is my responsibility to inform Captain Cook Canoes of any pre-existing medical conditions, physical limitations, or other factors that may affect my ability to safely participate in canoeing and kayaking activities.

8. Use of Personal Property:

I agree to assume all responsibility for any personal property brought with me during the rental period. Captain Cook Canoes is not liable for any loss, theft, or damage to personal belongings.

9. Insurances:

Captain Cook Canoes does not offer insurance cover for personal accidents or injury to individuals that may arise from participating in hire activities. Watersports activities involve inherent risks and you are strongly advised to obtain insurance cover against, but not limited to: accident, emergency rescue, personal injury, loss of personal belongings, equipment damage and activity cancellation.

10. Termination of Hire

I acknowledge that Captain Cook Canoes reserves the right to refuse or immediately terminate hire. The disclosure of the reason for this termination will be entirely at Captain Cook Canoes discretion.

11. Promotional Photography

I acknowledge that occasionally Captain Cook Canoes may take photos or videos for advertising purposes. By signing this document I give Captain Cook Canoes full permission to use said photos/videos. I agree to make on-site staff aware if this permission changes on the day.

By signing below, I acknowledge that I have read and understood this safety disclaimer and agree to its terms and conditions. I am aware that I am waiving certain legal rights by signing this document, and I do so voluntarily and without coercion.

Signature: _____

Printed Name: _____

Date: _____