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# Nymboida River Canoes

## Release of Liability Form

In consideration of the use of the property, facilities and/or services of Nymboida River Canoes, the undersigned acknowledges and agrees as follows:

### SCOPE OF RELEASE

This Release of Liability covers all activities indirectly or directly associated with the use of Nymboida River Canoes' equipment, facilities, services, and activities organized by, sponsored by, or directed by Nymboida River Canoes'.

### RISK FACTORS

The undersigned understands and acknowledges that canoeing/kayaking are adventurous activities that involve risks such as, but not limited to:

- (i) travel, including hiking, portaging and travel to and from the related and unrelated activities;
- (ii) getting in and out of the craft;
- (iii) sense of balance, physical coordination, ability to swim, and/or ability to follow directions;
- (iv) loss of control of the craft, collision, capsizing, and sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia and drowning;
- (v) collision with other participants, any portion of the interior of the craft, other water craft, manmade or natural objects, including overhanging, submerged and/or semi-submerged trees, branches, rocks and boulders;
- (vi) changing water flow, conditions, current and/or obstructions in the water;
- (vii) inclement weather, variances and extremes of wind, weather and temperature, the presence of insects and animals;
- (viii) cold weather and heat related injuries and illnesses including hyperthermia, frostbite, heat exhaustion, sun stroke, and dehydration;
- (ix) limited or unavailability of emergency aid services and emergency medical care depending on the location of the activity.

The undersigned acknowledges that participation in canoeing/kayaking activities, as well as other foreseeable or unforeseeable factors or circumstances, may result in a RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLY DEATH.

### ASSUMPTION OF RISK

By executing this Release of Liability, the undersigned expressly assumes all risk, including risk of injury, wrongful death or property damage that may arise from the participation in the activities conducted by Nymboida River Canoes, the acts of others, the unavailability of emergency care, and any other foreseeable or unforeseeable factors or circumstances related to activities conducted by Nymboida River Canoes'.

For self-guided groups, the undersigned also assumes full responsibility for deciding where, when and with whom to paddle. The undersigned acknowledges and agrees that the rental equipment provided by Nymboida River Canoes' is for the sole and exclusive use of the undersigned and may not be used by any other person.

### ACKNOWLEDGMENT OF RULES, POLICIES AND PROCEDURES

The undersigned acknowledges that he or she has read and understood all of the rules, policies and procedures relating to Nymboida River Canoes' activities and understands that the safe and proper use of the facilities, equipment and participation in Nymboida River Canoes' activities is dependent upon carefully following such rules, policies and procedures. The undersigned agrees to wear a properly fitted and fastened Australian Canoeing approved PFD (personal floatation device) while around, on or in the water. The undersigned understands that canoeing and kayaking should only be undertaken after proper instruction and training and that Nymboida River Canoes' is not providing such training in connection with the rental of equipment.

### PHYSICAL CONDITIONS AND SKILLS

The undersigned represents that he or she has the requisite skills, physical abilities and mental abilities necessary for proper and safe use of the Nymboida River Canoes' equipment, facilities and

services and to participate in the Nymboida River Canoes' activities. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training are necessary to properly use the equipment or facilities, or to participate in the Nymboida River Canoes' activities, then they shall direct such questions to the appropriate staff member on site.

**RELEASE**

The undersigned hereby releases, discharges, waives, disclaims and relinquishes all claims, actions or causes of action against Nymboida River Canoes' and its officers, employees and agents and agrees not to sue them on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of Nymboida River Canoes' activities, including those based on death, bodily injury or property damage whether or not caused by participation in Nymboida River Canoes' activities or the negligence of Nymboida River Canoes'; provided, however, the foregoing release shall not apply to claims solely based on the gross negligence or wilful misconduct of Nymboida River Canoes'.

**WAIVER**

The undersigned waives the protection afforded by any statute or law in any jurisdiction including the NSW *Civil Liability Act 2002* whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

**INDEMNITY**

The undersigned agrees to indemnify and defend Nymboida River Canoes', and its officers, employees and agents (each, an "Indemnitee") and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the undersigned participation in the Nymboida River Canoes' activities which include but are not limited to damages to or destruction of any property of an Indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of an Indemnitee, the undersigned or anyone else; provided, however, the foregoing indemnity shall not apply to claims related solely to the gross negligence or wilful misconduct of Nymboida River Canoes'.

**PROPERTY DAMAGE**

The undersigned agrees to pay for any or all damages to any property of Indemnitee caused by the undersigned either negligently, wilfully, or otherwise.

**REPRESENTATIVES**

The undersigned has executed this Release of Liability for himself or herself, and his or her heirs, assigns and legal representatives.

**EMERGENCY TREATMENT CONSENT**

The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

**INSURANCE**

The undersigned understands that the Nymboida River Canoes' does not carry participant insurance. The undersigned acknowledges that they either have appropriate insurance or, in its absence, agree to pay all cost of rescue and/or medical services as may be incurred on their behalf.

**ACKNOWLEDGMENT**

The undersigned has read and understands this Release of Liability and realizes it relates to surrendering valuable legal rights and assuming important legal responsibilities and does so freely and voluntarily.

Name: ..... Signature: ..... Date: .....

Witness: ..... Signature: ..... Date: .....