



## Paddlesport Activities Booking & Indemnity Form

This form must be filled out and signed, please fax it back to us on +27 (011) 807-4447

**Please note, all people attending to fill out separate forms.**

### Personal Details

Surname	<input style="width: 95%;" type="text"/>	I D number	<input style="width: 95%;" type="text"/>
First Name	<input style="width: 95%;" type="text"/>	Telephone (w)	<input style="width: 95%;" type="text"/>
E-Mail	<input style="width: 95%;" type="text"/>	Cell Phone	<input style="width: 95%;" type="text"/>
Next of Kin & Contact number	<input style="width: 95%;" type="text"/>		
Venue + Dates	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

### DEFINITION

In this agreement, the "company" will be referred to as Kayak Tours. The term "Paddlesport Activities" shall include all activities in any way related to whitewater kayaking, or rafting, or sea kayaking, or kayak touring, or canoeing, recreational paddling, boating and including, but not limited to, orientation, demonstration and instruction sessions; transportation or travel to and from the water; loading and unloading of vehicles, kayaks, canoes, rafts, skis and boats; all activities whilst on the water; and accommodation, camping, and recreational activities in addition to the paddlesport activities offered by or associated with Kayak Tours.

#### 1. Bookings

Bookings will only be confirmed on receipt of booking form and the full payment amount. Please be certain you're able to join the paddlesport activity before booking as all monies paid are Non-Refundable regardless of circumstance. Bookings are not transferable. We reserve the right to make changes to or cancel trips due to reasons of 'force majeure' or failure by you to pay the balance owed. Force Majeure means unforeseeable and unusual circumstances beyond our control. Such circumstances or events include (but are not limited to) war, threat of war, civil strife, technical problem with transport, natural disasters, fire, flood and adverse conditions, In the event of an Orange River trip being cancelled due to the above we will move the trip to the Vanderkloof Dam.

#### 2. Health

The physical elements of the paddlesport activities incurred on our kayaking / canoeing trips / tours involve some physical exertion. Our paddlesport activities are however, designed to be within the capabilities of almost anyone who enjoys good health, is moderately fit and a proficient swimmer. If you suffer from a medical condition or are on medication please advise us when making your booking.

#### 3. Photography

We reserve the right without notice to make use of any photograph or film taken on the paddlesport activities by our staff for general publicity purposes without payment or permission.

#### 4. Persons under the age of 21 years

The legal guardian of anyone under the age of 21 participating on the paddlesport activities shall be required to sign this Indemnity Form.

Initial / .....

**5. Alcohol and Narcotics**

No one is allowed onto the water if under the influence of alcohol and/or narcotics.

**6. Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity**

**Agreement**

**ASSUMPTION OF RISK**

I am aware that Paddlesport Activities involve many risks, dangers, and hazards including, but not limited to: accidents which occur during transportation or travel to and from the water; the overturning or upsetting of boats or rafts; falling from the boat or raft while on the river; impact or collision with rocks, trees, logs, deadfall, power boats, or other vessels and equipment; encounters with domestic or wild animals; negligence of other boaters or paddlers and negligence on the part of Kayak Tours including the failure by Kayak Tours to safeguard and protect me from the risks, dangers and hazards of paddlesport activities. I freely accept and fully assume all risks, dangers, and hazards associated with Paddlesport activities and the possibility of personal injury, death, property damage, or loss resulting therefrom.

I hereby agree as follows:

- 1) To waive any and all claims that I have or may in the future have against Kayak Tours, its directors, officers, employees, agents, guides, instructors, independent contractors, subcontractors, and representatives (all of whom are hereinafter referred to as the "releasees") and to release the releasees from any and all liability for any loss, damage, expense, or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in paddlesport activities, due to any cause whatsoever
- 2) To hold harmless and indemnify the releasees from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Paddlesport Activities
- 3) That this Agreement shall be effecting and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death
- 4) That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Gauteng and any litigation involving the parties to this Agreement shall be brought within the Province of Gauteng.

Knowing of the inherent risks and dangers involved, I certify that I am fully capable of participating in this paddlesport activity. I acknowledge that I will comply with instruction from the releasees for the duration of this paddlesport activity. I voluntarily assume the risk inherent in taking part on paddlesport activities. My general health is good and there is nothing which renders me unfit to undertake such paddlesport activities. With my signature I hereby acknowledge having accepted the terms and conditions that appear above.

**Date :** .....

**Signature:** .....

Full name of Signatory

NB. Lack of signature will preclude participation

**Signature of Legal Guardian :** .....

if participant under 21

Full name of Legal Guardian:

ID Number of Legal Guardian

**KAYAK TOURS**

*Tel : 011 807-8156, P O Box 9, Rivonia, 2128, 76 Bevan Road, Rivonia/Woodmead, Gauteng*