|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Date: EFTPOS: CASH: INVOICE:** | | | | | | |
| **ATD:** |  | | **ETA:** |  | **ATA:** |  |
| **EQUIPMENT HIRE CONTRACT BETWEEN:**  GO ADVENTURE NAGAMBIE (GO AN)  **AND** | | | | | | |
| **Full name:** | |  | | | | |
| **Telephone:** | |  | | | | |
| **Email:** | |  | | | | |
| **Address:** | |  | | | | |
| **Boat License or Car License (if applicable):** | |  | | | | |
| **Emergency Contact (Name and telephone number):** | |  | | | | |
| **Existing medical conditions:** | |  | | | | |

|  |  |  |
| --- | --- | --- |
| **Vessel or Equipment Type** | Tinnie  Pontoon Boat  Other Craft (Non Powered) | **Vessel ID (Power Boats Only):** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Max number of passengers allowed (COVID 19 Restrictions may apply):** |  | **Additional Equipment hired Y/N** |  |
| **Number of Life jackets provided.** |  |  |  |

**Date** …………/……………/………………… **Customer Name (capitals)** ………………………………………………………………………..

|  |  |  |  |
| --- | --- | --- | --- |
| **Customer Signature:** | | …………………………………………………………………………………………………………………… | |
| OFFICE USE ONLY  Go Adventure Nagambie | | (signature): ……………………………………………………………………………………………… | |

* 1. Hire of Equipment
     1. You hire the Vessel and Equipment from GO AN for Your own personal use.
     2. You must pay the Hire Fee to GO AN immediately before the hire of the Vessel or as otherwise demanded or required by GO AN.
     3. You must inspect the Vessel upon receipt and notify GO AN immediately of any concern You have with the condition of the Vessel.
     4. If You fail to inspect or notify GO AN of any issue with the Vessel at the time of hire, the Vessel shall be deemed to be in good condition when so provided by GO AN.
     5. You must notify GO AN of any issue identified with the Vessel during the course of the hire as soon as practicable after it is identified.
     6. You must return the Vessel to GO AN on or before the stated time for return on the cover page of this Contract. If You fail to return the Vessel to GO AN within the time permitted by this Contract, GO AN reserves the right to charge a late fee for each half-hour or part thereof by which return is delayed, calculated at a rate equivalent to the Hire Fee apportioned on a half-hourly basis over the full period of hire.
  2. Use of Equipment
     1. You must:
        1. abide by the provisions of the Relevant Legislation as well as the specific operating rules for this water way as contained in Schedule 91, and any other applicable laws, rules or regulations;
        2. abide by any additional requirements as specified by GO AN;
        3. always travel on the right hand side and avoid all obstacles;
        4. follow all signs and buoys as directed;
        5. ensure all occupants of the Vessel will wear an appropriate life jacket at all times;
        6. ensure all occupants of the Vessel remain seated on seats whilst operating the Vessel
        7. follow applicable speed limits at all times;
        8. report any incident or accident immediately to GO AN; and
        9. only operate the Vessel during daylight hours.

2. 2 You must not:

* + - 1. exceed 5 knots when within 50 metres of the shore or a person, vessel, fixed or floating structure, wharf, jetty, slipway, diving platform or boat ramp;
      2. operate this vessel without a full marine license where required by law; (operating below 10 knots per hour does not require a marine license)
      3. operate the Vessel whilst under the influence of alcohol or drugs and You acknowledge the statutory limit for Blood Alcohol Concentration is 0.00 for boat operators under 21 years of age, and 0.05 for boat operators over 21 years of age;
      4. allow any other person to operate the Vessel unless they are an Approved Additional Operator in which case You are responsible to ensure that all other operators comply with all applicable laws, rules, regulations and these terms and conditions;
      5. operate the Vessel outside of the designated areas on Lake Nagambie and the designated areas of the Goulburn River as shown on the map displayed at the point of hire and defined as south of the Goulburn Weir and north of Hughes Creek unless agreed with GO AN in advance
      6. operate the Vessel in a manner which is dangerous to the public, birds or marine animals.
    1. You are personally responsible and liable for all other occupants complying with these terms and conditions.
  1. Title to Equipment
     1. GO AN retains complete ownership and Title to the Vessel and all Equipment being hired.
  2. Damage and Indemnity
     1. You acknowledge that You:
        1. are aware that boating and water sports are a dangerous recreational activity;
        2. accept that there is a significant risk that serious injury or death may result from boating activities and water sports and assume all such risks; and
        3. voluntarily hire this Vessel and Equipment at Your own risk and assume sole responsibility for any injury, death or property damage You or any other person may cause or suffer that arises from Your use of this Vessel and Equipment.
     2. You are responsible for all costs:
        1. to repair damage of the Vessel or any other Equipment that is damaged as a consequence of Your breach of this Contract or negligence on Your part; and
        2. associated with damage to the property of any person:
           1. which is caused or contributed to by You or any person You allow to operate the Vessel; or
           2. which arises from the use of the Vessel by You or any person You allow to drive the Vessel.
     3. You are responsible for reimbursing GO AN for any insurance excess applicable in the event You breach the terms of this Contract and an insurance claim is made by GO AN.
     4. Except where required by law, GO AN shall not be liable to You or any other person for any personal injury, direct, indirect, special or consequential loss or damage whatsoever suffered by You or any other person howsoever caused (including by negligence where allowed by law) and You hereby waive and release the GO AN from any action, claim, loss or right You may have now or in the future against GO AN or its officers, agents, contractors and employees arising in connection with the Vessel or Equipment in any way whatsoever.
     5. To the extent permitted by law, You indemnify the GO AN against all losses and expenses which GO AN officers, contractors, employees or agents may suffer or incur due to Your failure to fully observe its obligations under this Contract, or any other wilful or neglectful conduct by any person not directly connected GO AN.
  3. Miscellaneous
     1. If any provision of this Contract would be contrary to any laws then that clause is to be severed from this Contract and treated as void, but the remaining provisions shall not be affected in any way whatsoever.
     2. The terms of this Contract cannot be altered except for in writing.
     3. You agree that Your personal information may be used to enforce any debts owed.
     4. You agree that You have had sufficient opportunity to read this Contract and fully understand its terms and that You have given up substantial rights by signing it, and sign it freely and voluntarily without inducement of any kind. You understand that Your signature to this document constitutes a complete and unconditional release of all liability of GO AN, to the greatest extent allowed by law in the event of You or any other person suffering injury or death in connection with this hire Contract.
  4. Definitions
     1. In this Contract:

Approved Additional Operator means any person(s) named as additional operators in the space provided at the end of this Contract and approved by GO AN.

Customer means the person(s) named as the customer on the cover page of this Contract and if there is more than one, means each of them separately and every two or more of them jointly.

Equipment means the equipment supplied with the Vessel and includes any equipment stated on the cover page of this Contract.

**Hire fee** means the fee set out on the cover page of this Contract.

**GO AN** means Lee William Rowland trading as "Go Adventure Nagambie”.

**Relevant Legislation** means the Marine Safety Act 2010 (Vic) and the Marine (Drug, Alcohol and Pollution Control) Act 1988 (Vic) as amended from time to time and any legislation which replaces those Acts.

Vessel means the watercraft described on the cover page of this Contract.

**You** means the person(s) named on the cover page of this Contract as the Customer. "Your" has a corresponding meaning.

**Parent/Guardian Consent for Minors Under Age 18**

For Participants of Minority Age (Under Age 18) -This is to certify that I, as a parent/guardian with full legal responsibility for this participant, acknowledge, understand and accept all of the terms and conditions contained in this Equipment Hire Contract and consent and agree to his/her release as provided in this Equipment Hire Contract, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless GO AN and its officers, agents, contractors and employees from any and all liabilities arising from my minor child’s involvement or participation in the use of the Vessel and the Equipment, even if arising from the negligence of GO AN and its officers, agents, contractors and employees to the extent allowed by law.

|  |  |  |
| --- | --- | --- |
|  | **Minor (1)** | **Minor (2)** |
| **Full name of Minor** |  |  |
| **Date of birth:** |  |  |
| **Address (Line 1)** |  |  |
| **Address (Line 2)** |  |  |
| **Full Name of Parent/Guardian** |  |  |
| **Contact Phone** |  |  |
| **Parent/Guardian Signature** |  |  |

|  |  |  |
| --- | --- | --- |
|  | **Minor (3)** | **Minor (4)** |
| **Full name of Minor** |  |  |
| **Date of birth:** |  |  |
| **Address (Line 1)** |  |  |
| **Address (Line 2)** |  |  |
| **Full Name of Parent/Guardian** |  |  |
| **Contact Phone** |  |  |
| **Parent/Guardian Signature** |  |  |

**Additional Operators (Power Boat Hire Only)**

|  |  |  |
| --- | --- | --- |
|  | **Additional Operator (1)** | **Additional Operator (2)** |
| **Name** |  |  |
| **Phone** |  |  |
| **Email** |  |  |
| **Address (Line 1)** |  |  |
| **Address (Line 2)** |  |  |
| **License Number** |  |  |
| **Existing medical conditions** |  |  |
| **Additional Operator Signature** |  |  |
| **Approved by Go Adventure Nagambie** |  |  |

|  |  |  |
| --- | --- | --- |
|  | **Additional Operator (3)** | **Additional Operator (4)** |
| **Name** |  |  |
| **Phone** |  |  |
| **Email** |  |  |
| **Address (Line 1)** |  |  |
| **Address (Line 2)** |  |  |
| **License Number** |  |  |
| **Existing medical conditions** |  |  |
| **Additional Operator Signature** |  |  |
| **Approved by Go Adventure Nagambie** |  |  |

**Contact Tracing (Record of Passengers and Crew)**

|  |  |
| --- | --- |
| **Name** | **Mobile Telephone Number** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |