



**Lake Bywater Cottage – Use Of Water Activity Equipment
Acknowledgement Of Risk Form Including Waiver, Release & Indemnity
for All Guests included in the Accommodation Booking**

This is an important document which has been made available to you at the time of booking, on the Business website and also a hard copy is available at the Cottage. It affects your legal rights and obligations, and it should be read in conjunction with the Lake Bywater Cottage Conditions of Hire. Read it carefully and ensure you understand the content. If you have any questions, please ask a representative of the accommodation to clarify for you. It is assumed that once you take occupancy of Lake Bywater Cottage, you have read, understood and will adhere to this document.

**The Business: Lake Bywater Cottage ABN: 41 551 521 584
4819 Angas Valley Road, Walker Flat, SA, 5238.**

The Activity: Use of water activity equipment including kayaks and life vests, and swimming

The Risks of the Activity:

Such risks are, but are not limited to: cuts and stings, sunburn, hyperthermia, hypothermia, dehydration, sea sickness, exhaustion, fear and anxiety, tidal affects, adverse weather effects, adverse wildlife contact, loss of personal equipment, impact injuries, collision with other vessels, lightning strikes, near drowning, drowning and death.

ACKNOWLEDGEMENT

I acknowledge that:

1. I am a guest at Lake Bywater Cottage, whether I have paid for the accommodation or not.
2. I am being supplied with the use of equipment by the Business
3. The activity is a recreational activity which involves a risk of physical harm
4. I may be injured in performing the Activity
5. My personal property may be lost, damaged or destroyed in performing the Activity.
6. Other people may cause me injury or may damage my property in participating in the Activity.
7. I may cause injury to other persons or damage their property in performing the Activity.
8. The natural conditions in which the Activity is conducted may vary without warning.
9. My participation in the activity is voluntary.
10. Any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage is not the legal responsibility of the Business.



11. I am aware of the dangers associated with the consumption of alcohol mind altering substance, drug or other substance which may impair my judgement or physical ability or capacity to safely participate in the Activity.
12. I accept full responsibility for any injury loss or damage associated with my consumption of alcohol, mind altering substance, drug or other substance which impairs my judgement, physical ability or capacity to safely participate in the Activity.
13. I have not relied upon any advice, representations or inducements by or on behalf of the Business in deciding to participate in the Activity.
14. I agree to supervise children in my care who participate in any water activities and will not hold the Business responsible for any injury, loss or damage as a result of such Activity.

WAIVER, RELEASE AND INDEMNITY

1. I agree to release and hold harmless the Business its servants, employees and agents from and against any liability arising out of any injury, loss, damage or death caused to me or my property, any child/children in my care or any other person arising from or in connection with my participation in the Activity whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach of contract or any way whatsoever other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.
2. I agree to indemnify and hold harmless the Business, its servants, employees and agents from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in the Activity. This indemnification extends to all claims made by any other person against the Business, its servants, employees or agents in respect of any injury, loss or damage arising out of or in connection with my participation in the Activity, other than where the injury, loss, damage or death was caused solely by the negligence of the Business its servants, employees or agents.
3. I agree to comply with all rules and directions made or given by the Business in connection with the Activity.
4. I understand that if I fail to comply with the rules and/or direction of the Business, I, or child/children in my care, may be injured or may injure someone else.
5. I agree to report all accidents, injuries or loss or damage sustained by me to the Business before I leave the site on which the Activity is performed.
6. I agree that if I suffer any injury or illness that the Business may provide or arrange evacuation, first aid and medical treatment at my expense.

AGREEMENT FOR USE:

The user agrees to limit his/her/their use of the goods to the usual limits of the equipment and to obey all reasonable instructions given by the owner.

In the event that the Activity equipment is not returned or is removed from the property, the guest agrees to pay a replacement fee at the rate of reasonable market value.