



Kayak and Paddleboard Waiver

Riverside Cabins loans Kayaks and Stand up Paddleboards from their premises in Stanwardine Lane, Shrewsbury SY4 1HY.

WAIVER AND RELEASE OF LIABILITY

Definitions:

The following definitions and rules of interpretation apply in these Conditions.

The Company: Riverside Cabins Ltd, Stanwardine Lane, Shrewsbury SY4 1HY.

Activity: means any of The Company's activities or events which takes place on The River Perry or any of its surrounds within The Company's premises.

The Participant: means a person who is participates in any Activity.

Disclaimer for personal injury or death:

The Participant remains responsible for using equipment safely and as directed. The Participant must behave sensibly and follow any safety instructions so as not to hurt or injure themselves or others.

If you have a severe allergy, please inform a member of staff.

In the absence of any negligence or other breach of duty by The Company, participation in any Activity is entirely at The Participant's own risk.

Disclaimer for loss or damage to property:

In the absence of any negligence or other breach of duty by The Company, The Company is not responsible for any theft, damage, destruction or loss of The Participants property or belongings while participating in any Activity or using our equipment or facilities (including, but not limited to, The Company car park). Valuables should not be left unattended at any time, including in visitors' cars.

IMPORTANT NOTICE

The Participant acknowledges that undertaking an Activity at The Company in open water or in an outside natural environment and use of equipment and facilities involves significant risks that cannot be entirely eliminated. These include, but are not limited to, the risk of friction burns, cuts, abrasions, bruising, muscle strains, twists, sprains, dislocation, broken bones, drowning and death.

Rules:

To participate in any Activity at The Company, The Participant understands and agrees to the following:

1.

The Participant must act responsibly and sensibly at all times.

2.

The Participant agrees to wear any safety equipment and/or clothing required by The Company in accordance with their safety instructions and that they will follow the instructions, rules and guidance of The Company or any of its staff, media or signage. This includes, suitable clothing and other provisions for cold conditions and water which should be worn to reduce the risk of hypothermia due to immersion.

3.

The Company is not qualified to express an opinion that the Participant is fit to safely participate. The Participant must obtain professional or specialist advice from their doctor before participating.

4.

The Participant must not participate if they are not mentally or physically in good health in such a way that could put themselves or others at risk.

5.

No one may participate in any Activity unless they meet the minimum age requirements set by the Company.

6.

The Participant acknowledges that they are competent to safely undertake an Activity. Where the Participant is under the age of 18 (but for the avoidance of doubt, above the age permitted to carry out the relevant Activity), the adult signing on their behalf confirms this to be true. This includes, where appropriate, the Participant being capable of self-rescue procedures such as self-righting after capsizing and experience of water similar to that found on the Company's premises is essential.

7.

Participation in any Activity is strictly prohibited following the consumption of alcohol and drugs.

8.

The Participant confirms and understands that the Company does not provide direct supervision for the participation in any Activity. The Participant confirms and understands that they will comply at all times with any directions, instructions and requests given.

9.

Any accidents must be reported to the Company staff immediately so that the accident book can be completed.

10.

Where possible a means of summoning assistance (i.e., whistle/phone) should be carried. If the Participant, or a member of their group gets into difficulty or requires medical assistance the Participant should, where possible make their way to a member of staff.

11.

Dogs must be always under close control or on a lead. The Participant is responsible for clearing up after their dog.

12.

The banks of the river can be slippery. Take care when walking around the river and when entering/exiting the river.

13.

The Participant understands that the Activities are undertaken by multiple age groups at the same time and are not restricted to just one age group.

14.

The Participant accepts that if the Company asks them to leave due to a breach of any of the above, no refunds will be given.

15.

The Participant accepts responsibility for the repair or replacement of any damages caused to any property belonging to the Company and/or the property of other visitors, through their own negligent or careless actions.

16.

The Participant hereby consents to the Company taking photographs and/or recording them in connection with their participation in an Activity and using the photographs and/or recordings for all purposes, including advertising and promotional purposes. The Participant waives any right to inspect or approve the use of the photographs and/or recordings and acknowledges and agrees that the rights granted in this release are without compensation of any kind. The Participant may withdraw consent at any time by advising The Company.

17.

The Participant agrees to comply with all rules, regulations and guidance issues by the relevant authorities relating to any infectious diseases, epidemics or pandemics (including, but not limited to, COVID-19) as amended from time to time.

Child Policy

- Children 8 and under will need an adult (18+) with them at all times with a ratio of 1 adult to 3 children. If the child is entering the water, the adult MUST go in the water with them (1 adult can supervise 3 children in the water)
- Children aged 9-12 (inclusive) will need an adult (18+) with them at all times with a ratio of 1 adult to 10 children. If the child is entering the water, the adult MUST go i the water with them (ratio of 1:10)
- Children 13-17 (inclusive) will need a supervisor to come onto site with them and supervise. They do not need to go into the water with the child, but they must be supervising from the side accordingly. This supervisor must be 25+ and can supervise up to 10 children.
- You must be 18 and over to enter site without an accompanying adult

We strongly recommend buoyancy aids for all children. We strongly recommend for you to not let your child enter the water alone if it is their first time in open water or if they are unable to swim at least 50m confidently. The child always remains the responsibility of the accompanying adult.

Age restrictions for specific products can be viewed on our website.

IT IS IMPORTANT THAT EACH PARTICIPANT READS AND UNDERSTANDS THIS STATEMENT BEFORE SIGNING. IF THERE IS ANY TERM THAT THEY DO NOT UNDERSTAND, THEN PLEASE DISCUSS IT WITH THE COMPANY BEFORE SIGNING.

Agreement of Kayak/SUP Hire Terms and Conditions

Please sign below to say you have agreed and accept these terms and conditions:

Signed (Hirer):

Signed on behalf of Riverside Cabins:

Date: