



## Flying Dutchman Kayaks – Rental Agreement, Waiver & Cancellation Policy

This document outlines the terms and conditions under which Flying Dutchman Limited (“the Provider”) rents kayaks, surf skis, and associated equipment (“the Equipment”) to the Hirer (“you”). It includes your acknowledgement of risk, waiver of liability, safety obligations, equipment use terms, payment and cancellation policies, and general provisions. By signing or accepting this agreement, you confirm that you have read and understood all sections and agree to comply with the conditions set out below.

### 1. Acknowledgement of Risk

You acknowledge that kayaking and surf ski paddling are inherently hazardous activities that carry risks including, but not limited to, personal injury, drowning, hypothermia, collision, equipment failure, and adverse weather or water conditions. You confirm that you are physically capable of participating in these activities and accept full responsibility for your safety and conduct while using the Equipment.

### 2. Assumption of Risk and Release of Liability

To the fullest extent permitted by New Zealand law, you voluntarily assume all risks associated with the use of the Equipment and participation in kayaking or surf ski paddling. You release and indemnify Flying Dutchman Limited, its owners, employees, contractors, and agents from any and all claims, liabilities, damages, or expenses arising from injury, illness, death, or property loss or damage incurred during your use of the Equipment, whether caused by negligence, breach of contract, or otherwise.

This release applies to all legal theories of liability and includes claims arising from the condition of the Equipment, your own actions, or the actions of others.

### 3. Safety Obligations

You agree to:

- Use the Equipment only on Grade II water or below, and only if you have completed a Grade II kayaking course recognised in New Zealand or an equivalent overseas qualification.
- Wear a properly fitted life jacket at all times while on the water.
- Wear a safety helmet when paddling in moving water or areas with known hazards.
- Operate the Equipment in accordance with New Zealand maritime laws and give right-of-way when appropriate.
- Refrain from using the Equipment in low-light conditions or after dark, as it is not fitted with navigation lights.
- Avoid operating the Equipment under the influence of alcohol, drugs, or any impairing substances.

### 4. Equipment Use and Condition

You agree to use the Equipment responsibly and return it in the condition it was provided.

- A pre-hire inspection may be conducted, including photographs or video documentation. A post-hire inspection will be completed upon return.
- You are liable for any damage beyond reasonable wear and tear.
- If the Equipment is damaged beyond economic repair, you agree to pay the current market replacement value.
- You acknowledge that accessories (e.g. dry bags, personal gear) may affect the stability and safety of the kayak or surf ski.

### 5. Payment and Booking Terms

- You agree to pay all rental charges in full and on time, as invoiced.
- No refunds will be issued for early returns or unused rental periods.
- Cancellations, transfers, and refunds are subject to the terms outlined in Section 6 below.

### 6. Cancellation Policy

We understand that plans can change due to weather, travel disruptions, or personal circumstances. This policy is designed to offer clarity and fairness while supporting paddlers and maintaining the sustainability of our rental service.

#### 6.1. Force Majeure

If your event or training session is cancelled due to circumstances beyond your control (e.g. natural disasters, road closures, or other force majeure), we are unable to offer refunds. However, we will do our best to help you reschedule within a reasonable timeframe.

Flying Dutchman Limited is not liable for any indirect or consequential losses resulting from cancellations due to force majeure, including travel, accommodation, or third-party bookings.

#### 6.2. Health & Covid-Related Disruptions

If your event is cancelled due to Covid-19 or similar health-related restrictions, we offer the option to transfer your booking to a future date or similar event within 12 months. Transfers must be requested in writing and are subject to availability. Only one transfer per booking is permitted.



### 6.3. Weather & River Conditions

In the event that your hire cannot proceed due to unsafe river levels or a provider-led cancellation, Flying Dutchman Limited may offer a transfer to a new date within 6 months, subject to availability and operational discretion. If rescheduling is not feasible, the booking will be deemed non-refundable.

Assessment of river conditions and paddler safety is the sole responsibility of the Hirer, a relevant trip provider or event organiser. Flying Dutchman Limited does not make safety determinations and accepts no liability for cancellations, delays, or losses arising from weather, river conditions, or third-party decisions.

Determination of unsafe conditions will be made by Flying Dutchman Limited or the relevant trip provider, based on safety guidelines and river forecasts.

### 6.4. Booking Changes

We are happy to accommodate changes to your booking (such as dates or equipment) with at least 14 days' notice, subject to availability. Changes are not guaranteed and may incur an administrative fee depending on the nature of the adjustment.

### 6.5. No-Shows

If you do not collect your rental as scheduled and have not contacted us in advance, the booking will be considered a no-show and no refund will apply. Failure to communicate within 24 hours of the scheduled hire may result in forfeiture.

### 6.6. Early Returns & Equipment Use

Returning equipment early does not qualify for a partial refund. Damage, loss, or excessive wear will be assessed according to the terms outlined in Section 4.

### 6.7. Group & Club Bookings

For group or club bookings, separate terms may apply. A written agreement may be required to confirm group arrangements and responsibilities.

### 6.8. General Cancellation Terms

Notice Period Before Hire	Refund Amount
More than 90 days	75% of total hire
45 days to 90 days	40% of total hire
Less than 45 days	No refund

All cancellations must be submitted in writing. Refunds are calculated based on the date of written notice received.

## 7. General Provisions

- This agreement is governed by the laws of New Zealand.
- If any provision is found to be unenforceable, the remainder of the agreement shall remain in full force and effect.
- This waiver does not affect any rights you may have under the Consumer Guarantees Act 1993, except where excluded by law in the context of business use.
- Flying Dutchman Limited reserves the right to interpret and apply these terms at its sole discretion, in accordance with New Zealand consumer law.

## 8. Acknowledgement & Signature

I confirm that I have read and understood the terms of this Rental Agreement, Waiver & Cancellation Policy. I accept all conditions outlined above and agree to comply with safety requirements and equipment use guidelines.

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Emergency Contact Name & Phone: \_\_\_\_\_