

Equipment Hire Form

2018

Hiring any equipment will require a form of photo ID. We will accept either: a driving licence or a passport. This will be kept during the hire period.

All equipment hired is at your own risk. We ask that if you hire our equipment you look after it like it's your own.

If you have never surfed before we highly recommend attending a surf lesson at Whitby Surf School. We can book this for you upon request. This will cover all safety and basics that will help you stay safer in the sea.

Customers hiring equipment from Whitby Surf School must follow the rules of the beach and the RNLI Beach lifeguards.

Customers must ensure prior to hiring that they are not under the influence of alcohol or drugs or any medical condition that would make it dangerous to participate. We reserve the right to refuse hire to any customer if we consider any of the above conditions are likely not to be met or we consider surf or weather conditions to be unsafe.

By hiring equipment from Whitby Surf School, you are agreeing to these Terms & Conditions and acknowledge that you have understood and accepted these terms.

Full Hire Terms and Conditions

Security / Proof of ID

Hirers must provide a valid piece of photographic ID. We will accept a valid driving licence or passport. Your ID will be kept for the duration of the hire of equipment and will be returned upon return of the equipment subject to inspection. Please see Late Return or Damage to Hire Equipment below.

Surfing and the use of the hire equipment (even in accordance with its intended use) can be inherently dangerous. By hiring the equipment, you are accepting this risk and are acknowledging that you are exposed to certain risks which include but are not limited to physical hazards, unpredictable and sometimes dangerous surf and weather conditions and actions of other persons.

In signing this document, you acknowledge that accidents can and often do happen which may result in you being injured or worse. You have voluntarily read and understood this warning and accept and assume the inherent risks in using the hire equipment.

Use of Hired Equipment

As a hirer you understand the use of the Hired Equipment is beyond the control of Whitby Surf School. You acknowledge and agree that any advice, recommendation, information or services provided by Whitby Surf School regarding the Hired Equipment and its use shall not be construed as contractual conditions or warranties.

You agree that Whitby Surf School shall not, subject to Exclusion of Implied Terms as detailed below, be liable to you for loss or damage sustained by yourself because of any incorrect advice, recommendations, information or services provided by the ourselves regarding the Hired Equipment or the methods or conditions of use of the Hired Equipment. Whether such loss was caused by any act of negligence, act of recklessness or any breach of duty of care which may be owed to me by Whitby Surf School

Exclusion of Implied Terms

Where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded.

You acknowledge that these implied terms as well as other terms and rights implied into consumer contracts by statute and any liability of Whitby Surf School flowing from them, are expressly excluded to the extent possible by law, by this agreement.

To the extent of any liability arising, the liability of Whitby Surf School will be limited to the resupply of the hiring services or payment of the cost of having the hiring services supplied again. The Whitby Surf School's liability does not extend to consequential loss.

Release & Indemnity

Whitby Surf School is agreeing to hire equipment to you to the extent permitted by law. You are agreeing to release us from all Claims that you may have arising from or about the hire and use of the Hired Equipment; and you indemnify Whitby Surf School in respect of any Claim by any person arising as a result of or in connection with your hire or use of the Hired Equipment.

Late Return of Damage to Hired Equipment

Failure to return Hire Equipment may be the subject of criminal complaint for theft against the practice of civil responsibility of the contract between the parties.

If you deliver the rented equipment after the period of rental has expired, you agree to pay any additional charge for that period of time.

By signing this you agree to accept all responsibility and liability for any loss or damage to the Hired Equipment (however caused) which occurs during your hire of the Hired Equipment

Any damage/loss must be reported to Whitby Surf School immediately and the Customer will be responsible for the damage/loss occurring. You also agree to compensate us, for all loss of or damage to the Hired Equipment including, if required, the replacement of the Hired Equipment and authorise Whitby Surf School to apply charges to the fee.

Please see examples of potential damage and charges below

- Surface damage to Surf Boards / Bodyboards / Paddle Boards, such as dents, chips and deep scratches. Minimum charge: £25
- Loss of fins / fin plugs / leash / leash plugs. Minimum charge: £35
- Wetsuit rips and tears: Minimum Charge: £15

If equipment is lost or damaged beyond repair the Customer will be charged at replacement cost

Fitness to Participate

You declare that you (and any others that you are responsible for) are medically and physically fit and able to participate in the sport of surfing / bodyboarding / stand up paddling / Kayaking and to use the Hired Equipment.

Hirers must be able to swim at least 25m for surfing and 50m for stand-up paddling. You understand and accept that Whitby Surf School will rely upon this agreement as evidence of my fitness and ability to properly use the Hired Equipment.

Indemnity Form

Privacy

I understand, acknowledge and accept that there are risks and dangers inherent in participating in the above event and I do so entirely at my own risk.

I acknowledge that I have read the Waiver/Indemnity Form and that I understand the words and language in it.

Name _____ Date _____

Mobile Number _____

E-Mail _____

Signature _____