



**Cold Hawaii Surf Camp. CVR: 33225784 Orhagevej 151, Klitmoller, DK.**

## **Hire and surf lessons Terms and Conditions 2013**

**This is an important document affecting your rights, you should read it very carefully and sign to say you have read, understood, acknowledge and agree to it only after you are satisfied that you understand and accept all terms and conditions.**

In consideration of Cold Hawaii Surf Camp –Surf School agreeing to hire the Hired Product to me and/or me participating in Cold Hawaii Surf Camp's surf lessons, I acknowledge and agree that:

### **1: Definitions:** In this agreement

- **'Surf School'** means Cold Hawaii Surf Camp and includes, where the context so permits, its directors, officers, servants or agents.
- **'Claim'** means and includes any action, suit, proceeding, claim, demand, cost or expense however arising including but not limited to negligence.
- **'Hired Product'** means the surfing or other aquatic recreational equipment hired by me from the surf school.
- **'Course member'** means me as the participant in the surf course.

**2: Security:** As required by the Surf School, I will provide the Surf School with a driving licence or passport and a security amount which will be held by the Surf School for the duration of my hire of the Hired Product and, subject to clause 7 below, returned / refunded to me upon return of the Hired Product.

**3: Warning:** Surfing and the use of the Hired Product (evening accordance with its intended use) can be inherently dangerous.

- I acknowledge that I am exposed to certain risks in using the Hired Product including but not limited to physical hazards, unpredictable and sometimes dangerous surf and weather conditions and actions of other persons.
- I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or the Hired Product being lost or damaged.

I have voluntarily read and understood this warning and accept and assume the inherent risks in using the Hired Product.

**4.a: Use of Hired Product:** Use of the Hired Product by me is beyond the control of the Surf School.

- I acknowledge and agree that any advice, recommendation, information or services provided by the Surf School regarding the Hired Product and its use shall not be construed as contractual conditions or warranties.
- I agree that the Surf School shall not, subject to clause 5, be liable to me for loss or damage sustained by me as a consequence of any incorrect advice recommendation, information or services provided by the Surf School regarding the Hired Product or the methods or conditions of use of the Hired Product 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 the Surf School.

**4.b :**

Me, as a course member

Sport, specifically surfing carries with it a degree of risk to both people and property, even if enjoyed under proper supervision by qualified instructors. It is also a strenuous activity that requires those taking part to have a reasonable standard of swimming and fitness. All course members must therefore make us aware of any medical conditions, illnesses or allergies they may have and any prescribed medication they are taking, on this form at the time of booking. It is down to the participant with a medical condition to check with his or her doctor to find out if surfing/surf fitness is within their physical and or mental parameters.

All participants must be able to swim at least 50 metres in open water and must in no circumstances be under the influence of any alcohol, drugs or medication at the time of the lesson which may adversely affect their physical abilities.

All course members must agree to abide to all instructions and decisions that Cold Hawaii Surf Camp and its instructors make in order to secure the safety and comfort of all participants.

Participants will have the use of Cold Hawaii Surf Camp equipment during their lessons. Whereas Cold Hawaii Surf Camp takes all reasonable measures to ensure the safety and good condition of that equipment, course members are responsible for immediately reporting any damage caused to the equipment or which becomes apparent whilst the equipment is in their possession.

Cold Hawaii Surf Camp does not seek to limit or exclude any liability for personal injury or loss of life which may occur as a result of its own negligence or that of its employees, officers or agents however, Cold Hawaii Surf Camp assumes no liability in respect of any personal injury, loss, damage, consequential loss or third party claims which occur through no fault of its own, its employees, officers or agents.

**5: 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.

- I acknowledge that these implied terms as well as other terms and rights implied into consumer contracts by statute and any liability of the 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 the 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 Surf School's liability does not extend to consequential loss.

**6: Release and Indemnity:** In consideration of the Surf School agreeing to hire to me the Hired Product and/or allow me to participate in the Surf School surf lessons I, to the extent permitted by law:

- release and will release the surf school from all Claims that I may or may have had but this release arising from or in connection with my hire and use of the Hired Product;
- and
- indemnify and will keep indemnified the Surf School in respect of any Claim by any person arising as a result of or in connection with my hire or use of the Hired Product.

**7: Damage to Hired Product:**

- I agree to accept all responsibility and liability for any loss or damage to the Hired Product (however caused) which occurs during the course of my hire of the Hired Product.
- I agree to compensate the Surf School, for any and all loss of or damage to the Hired Product including, if required by the Surf School, the replacement of the Hired Product and authorise the Surf School to apply any security amount provided by me to the Surf School against the cost of such compensation.

**8: Fitness to Participate:**

- I declare that I am medically and physically fit and able to participate in the sport of surfing and to use the Hired Product and/or participate in the Surf School lessons.
- I understand and accept that the Surf School will rely upon this agreement as evidence of my fitness and ability to properly use the Hired Product.

**9: Privacy:**

- I understand that the information I have provided above is necessary for the objects of the Surf School.
- I acknowledge and agree that the information will only be used for the objects of the Surf School and its general business.
- I understand that I will be able to access the information, through the Surf School, upon reasonable notice.
- If the information is not provided my application for hire may be rejected.
- **10: Severance:** If any provision of this agreement is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable.
- If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability.
- Such severance does not affect the remaining provisions of this agreement or affect the validity or enforceability of it in any other jurisdiction.

**11: I have provided the information required above** and I warrant that all information provided is true and correct.

- I acknowledge this agreement cannot be amended.
- If I do amend this agreement it cannot be accepted by the Surf School.

**Only sign the booking form provided if you are satisfied that you have read, understood, acknowledged and agree to the above terms including the warning, exclusion of implied terms, release and indemnity.**

NAME:

DATE OF BIRTH:

PARENT SIGNATUR, DATE OF BIRTH AND FULL NAME:

DATE:

TLF NR:

EMERGENCY TLF NR: