

Participant Documentation

The gorgeous Ballina Shire is blessed with a beautiful collection of sparkling inland waterways and Ballina Kayaks are the local experts when it comes to exploring them with a paddle in your hand. Thank you for choosing us to show you around this amazing part of the world.

Please read this entire document carefully prior to taking part in the tour. Separate copies of this document must be completed and signed for every participant and returned to Ballina Kayaks prior to commencement of the tour. Please initial every page. Where a participant is less than 18 years of age, a parent or guardian should complete the paperwork on their behalf.

What to bring

When participating in Ballina Kayaks tours or using equipment hired from Ballina Kayaks, please bring the following items with you.

- Light clothing that will dry quickly. Synthetic materials and wool are best. Cotton clothing should be avoided and jeans are not appropriate for kayaking.
- Shoes are to be worn at all times due to oysters and other sharp objects. Please wear old joggers, wet booties or shoes that cannot easily come off and are able to be worn in the water. Thongs or slip-on shoes are not appropriate as they come off easily and do not offer adequate protection.
- Hat - A broad-brimmed hat or Legionnaires cap is best.
- Sunglasses
- Sunscreen
- Insect repellent
- One litre bottle of drinking water
- Rain jacket (no hood) in wet weather
- Warm clothing in cool weather
- Towel and change of clothes to be left at start for after trip
- Completed and signed Ballina Kayaks Participant Documentation (i.e. this document) for each participant. Where a participant is less than 18 years of age, a parent or guardian should complete the documentation on their behalf.

As there is limited room to carry extra items with you on the kayak, excess gear may need to be left behind at the start.

Please be aware if you bring a camera or a mobile phone, it may get wet. Ballina Kayaks takes no responsibility for any damage caused to photographic or electronic equipment.

Terms & Conditions

All participants

1. All bookings are deemed tentative until payment has been received or credit card details provided to secure the booking.
2. All paddlers of sit on top recreational kayaks must be aged 5 years and over and weigh more than 25kg. All paddlers of sit inside touring kayaks must be aged 16 years and over unless otherwise approved in advance by Ballina Kayaks.
3. All participants must complete and sign Ballina Kayaks participant documentation prior to taking part in any activity. Where a participant is less than 18 years of age, a parent or guardian should complete the documentation on their behalf.
4. Ballina Kayaks will not allow anyone under the influence of alcohol or drugs of any kind to participate in our activities.
5. All participants must wear an Australian Standards approved level 50 (previously PFD type 2) lifejacket at all times while on the water.
6. All participants must wear shoes at all times.
7. All users of Ballina Kayaks equipment have an obligation to do so in a safe and responsible manner, having regard for their passengers, other vessels and their occupants, and swimmers.
8. All participants must inspect all of their own equipment and any equipment hired from Ballina Kayaks prior to any activity to ensure that it is functioning properly.
9. Kayaking activities are dependent on the weather. Ballina Kayaks reserves the right to decline or cancel a kayak tour or kayak hire at any stage based on current weather conditions and forecasts, irrespective of the participants perceived skill level.
10. Ballina Kayaks understands that sometimes it may be necessary for you to change the date of your booking or cancel it altogether. However, unless there is sufficient notice we will have already turned other people away and paid for essential items. Therefore, no refund can be given if you fail to show up for your booking without prior notice. Alterations or cancellations made within 48 hours of the scheduled start time of your booking will incur a fee equal to 50% of the total cost of the booking. Alterations or cancellations made up to 48 hours before the scheduled start time of your booking are free of charge.

Hirers only

11. The hirer accepts full responsibility for returning all equipment hired under this agreement in the original pre-hired state and agrees to authorise Ballina Kayaks to charge the credit card provided for the cost of returning the equipment to its pre-hired state. Damaged or lost equipment shall be repaired whenever possible and replaced if necessary.
12. All hired equipment must be returned clean, otherwise a \$20 cleaning fee per kayak will be charged. The hirer authorises Ballina Kayaks to deduct this amount from their credit card.
13. Hired equipment returned late will incur the applicable charge for the additional hire period. The hirer authorises Ballina Kayaks to deduct this amount from their credit card.

14. Ballina Kayaks reserves the right not to load a kayak onto a vehicle where to do so would be considered unsafe or illegal. It is then the hirer's responsibility to ensure that all craft loaded onto their vehicle are done so safely and within the law.
15. Hirers of Ballina Kayaks equipment are responsible for familiarising themselves with the area's tides, currents, marine hazards, weather patterns, safety issues and permit requirements for protected areas.
16. Ballina Kayaks equipment must only be used during daylight hours. The hirer will not allow Ballina Kayaks equipment to be used at night.
17. The hirer will not allow Ballina Kayaks equipment to be used in the area shaded yellow on the map below. This includes anywhere on the Richmond River downstream of the Ballina RSL Club (which is clearly visible at the water's edge), anywhere on North Creek downstream of Cawarra Park, and anywhere offshore.



Medical Details

Medical details are only required for people taking part in tours and lessons.

Please complete this section accurately and completely. Any information that you provide will be kept confidential. Most medical issues will not prevent participation in this trip. However, knowledge of them will help your guides to reduce the risk of injury and have contingency plans in case of emergency. Withholding any details may increase risk of injury and illness complications.

Full name: _____ Sex (M/F): _____

Doctor's name: _____ Phone: _____

Date of birth: _____ Height: _____ Weight: _____

Date of last tetanus vaccination or booster (must be within 10 years): _____

Your general physical condition: _____

How often do you exercise? _____

What is your swimming ability? _____

Please answer YES or NO to the following questions.

Do you have any allergies? _____ Raised blood pressure? _____

Do you suffer from anaphylaxis? _____ Heart or circulatory disease? _____

Do you have physical limitations? _____ Asthma? _____

Do you have psychological limitations? _____ Epilepsy? _____

Do you have any phobias? _____ Pregnancy? _____

Are you on any medications? _____ Digestive disorders? _____

Do you wear glasses or contact lenses? _____ Joint Injury? _____

Have you been hospitalised or had any serious medical problems in the last 5 years? _____

If the answer to any of the above questions is YES please provide details.

Assumption of risk

I acknowledge that there are known and unanticipated risks inherent in kayaking and other outdoor adventure activities in which I may participate, that could result in physical or emotional injury, paralysis, death or damage to me, to property, or to third parties. I understand that such risks cannot be totally eliminated without jeopardising the essential qualities of the activities.

I understand that the risks include but are not limited to: boat capsize, tidal conditions and currents, accidents while travelling to and from remote locations, collision with objects or other watercraft, prolonged exposure to cold water, hypothermia, accidental drowning, illness in remote area, exposure to sun, strong wind, cold storms, large waves, eddies, whirlpools, and lightning, aggressive and/or poisonous marine life, wrist, arm, shoulder, and/or back injuries, slips and falls while hiking, and rapid changes in the weather and water conditions. I also appreciate that there is reduced access to adequate medical facilities or medical supplies, and limited means of evacuation by road, trail, boat, or plane.

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I accept that Ballina Kayaks guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instruction and the equipment being used might malfunction.

I am aware that outdoor travel with groups invariably involves compromise to accommodate the ability levels, diverse desires, travel goals, and personalities of group members. The trip leader may be required to make decisions based on group safety, which may not please personally but are based on the safety of the group as a whole. I acknowledge and accept these aspects of group travel. I release Ballina Kayaks from any and all liability.

Release of liability

I hereby agree and assume to be responsible for my own welfare, accept any and all risk of delay, unanticipated event, emotional trauma or death. I have and do hereby assume the risks explained above and will hold Ballina Kayaks, owners, agents, and associates harmless from and defend them from any and all actions, causes of actions, suits, debts, demands and claims of every kind and nature whatsoever which I now have or may hereafter arise out of or in connection with the tour. I agree that this agreement will be binding upon my heirs, next of kin, executors, administrators and successors.

I am mentally, physically and in all other respects fit and fully able to participate in adventure travel. I declare that I am not suffering any disease or physical or mental disability that could affect my safety, or the safety of the tour party. I agree that if I suffer injury or loss, Ballina Kayaks can at my cost arrange medical treatment and emergency evacuation services as Ballina Kayaks deems essential for my safety and that of its staff.

Signature of participant

By signing this document I declare that I am 18 years or older and I have had sufficient opportunity to read the document in its entirety. I have read it, understood it, and agree to be bound by its terms.

Full name: _____

Signature: _____ Date: _____