



# BOAT HIRE

## PEDAL BOATS TERMS AND CONDITIONS OF HIRE:

1. In these Conditions of Hire, 'hirer' means the person who purchases the ticket as well as all persons on whose behalf the ticket has been purchased.
  2. A ticket entitles the hirer to the use of 1 pedal boat for 30-minutes on Savannah Lake, Taronga Western Plains Zoo.
  3. Tickets are non-transferable & non-refundable.
  4. A ticket is only valid for the session (date and time) for which it is purchased.
  5. All participants under the age of 12 and/or Adults who ride alone MUST always wear a life jacket on a pedal boat.
  6. The maximum capacity of a pedal boat is 2 x adults and 2 x children, and the max load is 314kgs.
  7. For safety reasons children must weigh a minimum of 10kg to participate. Children under 15yrs must be accompanied by an adult 18 years or above.
  8. No food or beverages may be brought onto the pedal boats.
  9. Parents/guardians are responsible for the safety of their children and must always actively supervise their children.
  10. The hirer must abide by all lawful instructions given by Taronga Western Plains Zoo staff. Failure to do so may result in the hirer being unable to hire/use a pedal boat and/or remain in the area.
  11. Swimming in Savannah Lake is strictly not permitted.
  12. Taronga Western Plains Zoo reserves the right to refuse entry or remove guests from the site for vandalism, stealing, offensive behavior, queue line jumping, failure to properly supervise persons under an individual's care, failure to follow safety instructions or failure to comply with the Conditions of Hire.
  13. The hirer must return the equipment by the agreed time and acknowledges that further hiring fees may be charged if the allocated hiring period is exceeded.
  14. No refunds will apply for equipment returned before the end of the allocated hire period.
  15. The hirer must use the equipment in a careful and reasonable manner in accordance with all applicable laws and rules in force at the time of hire.
  16. The hirer must refrain from behaviour which could affect the hirer's safety and/or the safety of others.
  17. The hirer agrees as a condition of hire to wear all compulsory safety equipment provided (including, but not limited to, a life jacket) for the full duration of the hire.
  18. The hirer will be solely liable for any loss or damage occasioned or caused to any persons or property arising out of the hirer's use of the equipment and understands that no items are retrievable from Savannah Lake.
  19. The hirer will be liable for any damage caused to the equipment by an act or omission of the hirer (whether negligent or not). The hirer will be responsible for the full replacement of or will pay the full retail value of any equipment hired and not returned to the Savannah Lake Boat Hire Building.
  20. Any photographs, videos or sound recordings taken by the hirer must be for personal use only. Any use, reuse or production of such photographs, videos or sound recordings for commercial purposes without the express written consent of Taronga Western Plains Zoo is strictly prohibited.
  21. The hirer agrees to indemnify and keep indemnified, Taronga and its employees from and against all actions, demands, claims, proceedings, losses, damages, costs (including legal costs), charges and expenses suffered or incurred by the hirer, or any person acting under the control or at the direction of the hirer relating from any damage or destruction to any real or personal property and injury (including death) suffered or sustained by any persons arising out of or in connection with the hirer's use of the equipment.
  22. Taronga has the right at any time to retake possession of the equipment from the hirer.
  23. The hirer acknowledges that the hire and use of the equipment is a recreational activity and there are risks of injury to the hirer and their property. By purchasing a ticket you accept these risks and agree that Taronga employees do not have or accept any liability for any injury or damage to personal property suffered as a result of you accepting these risks.
- This is a risk warning given pursuant to Section 5M of the Civil Liability Act 2002 (NSW) Risks associated with hiring equipment are overturning the craft, sinking, personal injury getting on and off the craft, collision with other craft and shoreline.
  - The hire will always be responsible for keeping the vessel in a safe and correctly trimmed stable position and balanced evenly fore and aft (Level).
  - The hirer must maintain at least 30 metres between vessels and is obligated to avoid a collision with any other craft.
  - The hirer will not breach / cross the perimeter buoy line and will follow the instructions of Taronga Employees.
  - The hirer must not be under the influence of drugs and alcohol and must not be over the legal limit of 0.05 % BAC.