

# PLAY HARD JET SKI HIRE

ABN: 11 989 031696

## JET SKI RENTAL AGREEMENT

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

Jet Ski Description: \_\_\_\_\_

Rental type:  Seadoo GTI90 Max output: 90HP UVI: AJM652C  
 Seadoo GTI90 Max output: 90HP UVI: AJM655C  
 Seadoo GTR-X Max output: 230HP UVI: 455575

(Emergency) Marine Police 000 112 Coast Guard Port Hacking / Botany Bay 9668 9888

Rental Period: From \_\_\_\_\_ am/pm

To \_\_\_\_\_ am/pm

Price: \_\_\_\_\_

Hire excess: Standard \$1500 Under 25 \$2500

### Renter's details

Name \_\_\_\_\_

Address \_\_\_\_\_

Date of birth \_\_\_\_\_ . Age \_\_\_\_\_

PWC License No \_\_\_\_\_ Expiry Date \_\_\_\_\_

Emergency Contact \_\_\_\_\_

### Hire area

- (closed water legal PWC approved area) 4D Partially smooth waters up to 0.5m
- Designated cruising area that hired personal watercraft can operate in: The closed waters of botany bay & Georges river
  - Area is marked out by: a map designated safe zone attached to each Personal Watercraft. PLEASE VIEW THIS AREA ON MAP IN PWC NOW!!
  - PREPARE SAFETY EQUIPMENT & advise hirer of safety kit location, the area map in the storage compartment, ensure they have their phone on good charge and are aware of 112 if no reception for out of service emergencies.
  - ALL HIREERS & passengers MUST WARE OUR PROVIDED LIFE JACKET AND HELMET. **Failure to obey may result in loss of insurance, and full liability of public/personal/equipment damage will fall upon you/the operator.**

**HIRER SKILLS, ABILITIES & LEVEL OF MEDICAL FITNESS**

**Name of driver/s** \_\_\_\_\_

**Years of experience of PWC driving** \_\_\_\_\_

**Years of boating experience** \_\_\_\_\_

**Years holding a PWC licence** \_\_\_\_\_

**Number and age of passengers** \_\_\_\_\_

**Can you & your passengers swim up to 500m** \_\_\_\_\_

The weight limit and maximum capacity of the jet ski is listed on the sticker on the inside of the left foot hole of the vessel. Overweight can cause capsize and control issues.

**Safety equipment (front hull)** \_\_\_\_\_

Correctly fitted 100PFD 50PFD, 20L dry bag is filled with a compass, V sheet, bucket, tow rope, whistle, anchor, paddle, flares, horn, torch & fire extinguisher. Your phone must be charged & can call 112 in emergency's where no reception can be reached, please keep it in the easy access hull inside the small dry bag.

**The Vessel must remain within closed waters** \_\_\_\_\_

Operational risk, terms of hire, safety briefing & state law policy covered in SMS & summarised in hire agreement.

**Health/medical conditions** \_\_\_\_\_

Heart condition Y/N

Blood pressure Y/N

Diabetes Y/N

Epilepsy Y/N

Asthma Y/N

Raised Cholesterol Y/N Pains/

tightness in chest or heart

palpitations Y/N

Back, Neck or any other pain/injury or illness which may be a hazardous to operate or made worse by this activity Y/N

If you answered YES to any of the above please take this form to your doctor and ask if it is safe for you to participate in jet skiing. If the condition has already been medically cleared and you have taken the steps to ensure you're in good health today (medication etc) please sign below.

Other medical condition:

\_\_\_\_\_

**Condition cleared Signature:** \_\_\_\_\_

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

The following terms and conditions outline your rights and obligations when renting a Jet Ski from Play Hard Jet Ski Hire. Please read them carefully, let us know if you have any questions and sign at the end to acknowledge you have read and understood them.

### **Basic rules:**

- Let us know if you have any medical conditions or other factors that might affect your safety or ability to use a Jet Ski;
- Use the Jet Ski as if it was yours and follow NSW RMS Laws
- Treat other water users & marine life with respect and care
- Do not exceed the speed limits in sign posted areas \$60 fine & warning
- Respect the safety of your passengers MAXIMUM 1 or 2 at 1 time, depending on the Jet Ski.
- Avoid hazards and collisions
- If the PWC capsizes ensure it is rolled in the correct direction, according to the sticker on the rear. \$9'800 (uninsurable, full liability to the hirer) DONOT START ENGINE if its incorrectly rolled.
- Immediately make contact and report any incidents or damage
- Pay any fines, penalties or losses caused by your use of the Jet Ski
- Indemnify Play Hard Jet Ski for any loss or damage arising from the rental or use of the Jet Ski, this includes \$50 - \$380 helmet & \$80 life jackets

## **1. Interpretation**

In this agreement:

**'Owner'** means Play Hard Jet Ski Hire (ABN 11 989 031696) and its substitutes, successors and permitted assigns and agents;

**'Renter'** means any person who signs this agreement to hire and use a Jet Ski;

**'Jet Ski'** means the Jet Ski described above and includes all accessories and other equipment;

**'Rental period'** means the period beginning and ending on the date and times set out above;

**'Price'** means the price of rental above; and

**'GST'** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

## **2. Acknowledgments**

**The renter (you) acknowledges that:**

- (a) they are responsible for their own health and safety and the health and safety of anyone who could be affected by their use of the Jet Ski;
- (b) Jet Skiing can be dangerous and conditions for Jet Skiing can change rapidly and without warning; you must return to calmer waters (less than 0.5 meter swell ASAP)
- (c) they may cause injury to themselves or others, or loss or damage to property, and they will be liable for this;
- (d) they assume the risk and responsibility for any injury, death or property damage caused by or related to their use of the Jet Ski;
- (e) they are not to be under the influence of any drugs, alcohol, medication or mind-altering substance while using the Jet Ski;

- (f) they do not suffer from any medical condition, allergy, or mental, physical or other impairment that would affect their ability to use the Jet Ski; and
- (g) If you do not follow these hire terms insurance may not cover you for damage to a third party/s property, personal damage

### 3. Your warranties

#### The renter warrants that:

- (a) they are solely responsible for any damage or loss caused to any person or property arising from or related to their rental or use of the Jet Ski;
- (b) they have the necessary expertise to operate the Jet Ski as contemplated by this agreement;
- (c) they will only use the Jet Ski as is intended and will not allow unauthorised persons to use or ride the Jet Ski;
- (d) the particulars above are correct in every respect and are not misleading in any way including, without limitation, by omission;
- (e) they have no pre-existing or other injury, illness or condition, including but not limited to heart conditions, back problems, neck problems, pregnancy, asthma, ect.
- (f) the renter holds a current PWC licence valid for the type of Jet Ski hired and will carry that licence at all times while using the Jet Ski;
- (g) in selecting the Jet Ski the renter has not relied on the owner's skill and judgment or on any representations made by or on behalf of the owner and agrees that the Jet Ski complies with its description, is in merchantable and safe condition and is fit for the renter's purpose.

### 4. Your obligations

#### The renter will:

- (a) keep the Jet Ski in first class condition and only use it as it would be used by a careful and prudent owner;
- (b) will wear all necessary safety equipment, including but not limited to an approved life jacket & helmet at all times while using the Jet Ski;
- (c) not use the Jet Ski for any illegal purpose and will abide by all rules, regulations, maritime laws, signals, signs that apply while using the Jet Ski;
- (d) obey all commands and directions given by the owner or its staff or agents;
- (e) pay any fines, impositions or other payments relating to their use of the Jet Ski;
- (f) not use the Jet Ski in an irregular or unsafe manner within 200 metres of shoreline and will operate the Jet Ski generally in a straight line, with no wash. Examples of irregular or unsafe driving include, but are not limited to, weaving, diverting, surfing down or jumping over swell, waves or wash;
- (g) not exceed 8km/h while using the Jet Ski in the 4 knots zones;
- (h) not use the Jet Ski within 200 metres of any swimmers or swimming area or within 200 metres of another vessel and will do everything possible to avoid collisions and give way to all non-powered water craft;
- (i) not create a risk to any person's health and safety while using the Jet Ski and immediately eliminate any such risk upon becoming aware of it;
- (j) keep a clear line of sight of at least 200 metres when using the Jet Ski and be aware of shallow areas, drive slowly and carefully and be aware of potential hazards to any property or person;
- (k) exercise care when moving a beached Jet Ski and not beach the Jet Ski where it may be damaged, including but not limited to areas where there are rocks, shore tide, etc;
- (l) report any damage to, or loss of, the Jet Ski to the owner immediately when such damage or loss occurs; pay the excess / cost involved for any damage that has occurred in a timely manner ensuring that the operation of the Jet Ski does not impact the business of Play Hard Jet Ski Hire.

- (m) be liable for any breach of this agreement committed by its servants or agents or anyone who uses the Jet Ski during the Rental Period;
- (n) indemnify the owner for any loss (including legal costs) incurred by the owner in relation to any breach of this agreement and for any liability arising out of any such breach.
- (o) For the higher-powered Jet Ski, driver must have adequate experience riding previously and/or hold their license for a minimum of 5 years. This obligation is at the discretion of the business.
- (p) Its compulsory to be covered for all insurance that the driver MUST WEAR a helmet & life jacket. The full-face helmet is strongly recommended for the GTR-X to protect the driver from hitting their chin on the handle bars.
- (q)

## **5. Insurance**

The renter warrants that they have sufficient coverage in relation to any loss they or anyone else may suffer as a result of their use of the Jet Ski.

## **6. Release and indemnities**

The renter indemnifies, releases and holds harmless the owner, its servants and agents, from and against all actions or claims which may be made on the renter's behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death arising from use of the Jet Ski, rental of the Jet Ski or related to this agreement, whether by negligence, breach of contract or in any way whatsoever.

## **7. Rental of Jet Ski**

The owner agrees to rent the Jet Ski to the renter for the rental period and the renter agrees to take the Jet Ski on hire for that period and to pay the Price for the Jet Ski for that rental period, together with any applicable GST, on the terms and conditions set out in this agreement. The renter is entitled to use the Jet Ski for the rental period and for any agreed extension of the rental period. The renter agrees to return the Jet Ski to the same place that the Jet Ski was dropped off at the end of the rental period.

## **8. Payment for rental**

The renter agrees to pay to the owner the Price for the Jet Ski for the rental period, together with any applicable GST.

The renter also agrees to pay the other duties, fees, outgoings, penalties, fines, demands, charges or costs imposed by any person or authority on or in connection with this agreement or the renter's hiring or use of the Jet Ski.

The renter authorises the owner to complete any documents necessary or desirable to enable the renter to make any payments through any credit card system. The renter authorises the owner to withhold some or all of the Bond amount referred to above in relation to payments under this agreement.

## **9. Governing law**

This agreement will be governed by the law of New South Wales.

### **Emergency preparedness**

- **Emergency:** Collision
  
- **Hazard:** Collision regulations offences

**Risk:** Collision

**Action:** Monitor relevant collision regulation requirements.

**Instruction to driver:** Keep lookout at all times to assess collision risk – alter course to starboard (right) to avoid collision. Maintain 200m from the shore line & from ALL OTHER vessels.

**Action (provider):** 1. Get back onto jet ski if possible and contact hire company directly on the phone number provided. Contact 000 / 112 if an emergency, If phone isn't available display V sheet and use flares, horn and all over devices to attract help which is stored in the dry bag in the hull.

**Instruction to driver:** 1. Stop vessel and turn engine off. 2. Check for injuries or damage to vessel. 3. Alert vessels nearby, emergency services and staff ASAP. 4. Complete marine incident report form.

- **Emergency:** Loss of engine power

**Instruction to driver:** 1. Alert Play Hard Jet Ski Hire worker immediately by calling us. 2. Check fuel, engine water temperature and oil pressure **lights** on instrument panel and that lanyard is attached. 3. If engine temperature red warning light is on, switch engine off. 4. Advise play hard jet ski hire and follow their instructions.

- **Emergency:** Grounding or becoming stranded

**Action (provider):** 1. Assess situation. 2. Arrange rescue or tow vessel, if required. 3. Instruct driver to get off the personal watercraft, if necessary. 4. Do safety check on vessel for hull, motor or steering damage and pollutants. 5. If no damage, push personal watercraft to deeper water. 6. Ask driver if they want to reboard.

**Instruction to driver:** 1. Turn engine off. 2. Call for assistance. 3. Do not restart engine unless personal watercraft is in water at least knee-deep. 4. If grounding is on a coral reef or rocks, stay onboard personal watercraft to prevent injuries. 5. report incident and request assistance to remove riders from personal watercraft safely.

- **Emergency:** Severe weather

**Action (provider):** 1. In severe weather, cancel hire agreement. 2. If hire has already commenced and it is unsafe to continue, end hire and head back to boat ramp. 3. If it is

not safe to continue, take refuge close to shore where it is calmer. 4. If necessary, contact rescue vessel to take drivers back.

**Instruction to driver:** 1. Reduce speed for safe speed rules based on visibility and conditions. 2. Follow instructions and where necessary take refuge until conditions improve.

- **Emergency:** Medical emergency evacuation

**Action (provider):** 1. Staff have training to take appropriate first aid action. 2. Contact emergency services on 000 or 112. 3. If not an emergency call hirer and return to boat ramp for first aid.

**Instruction to driver:** 1. Stay calm, assess situation and eliminate danger 2. Contact emergency services as required (phone 112 or 000). 3. Take appropriate first aid action. 4. Wave down passing vessels for assistance, if required. 6. Return to shore. 7. Look for landmarks/buildings to identify position.

- **Emergency:** Fire

**Action (provider) & Instruction to driver:**

1. Immediately stop personal watercraft & collect your phone if possible.
2. Switch engine off, take & use 1kg fire extinguisher if possible in front storage bin if safe.
3. Do not open engine compartment or try to fix the problem.
4. Safely enter water feet first – do not dive.
5. Swim away from vessel keeping lookout for other vessels.
6. Signal passing vessels for assistance by waving arms in the air.

- **Driver or Passenger falls off personal watercraft**

- **Action (provider/driver): Nil**

- **Instruction to driver:**

- 1. Collect rescue vessel
- 2. Turn own personal watercraft off

3. Collect driver from water
4. Take driver to their personal watercraft

#### PART 2 DRIVER FALLS

1. Safety lanyard will stop personal watercraft if driver falls.
2. Any person in the water should keep one hand raised so they can be seen by other vessels.
- 3. Keep person in water in sight at all times.
4. Signal to tour leader by waving arms.
5. Do not jump into water after another person.
6. If person in water is close enough to personal watercraft they can swim to it.
7. Keep personal watercraft as stable as possible to prevent capsizing.
8. Reboard by the rear of the PWC.

### **CHECK LIST**

- ✓ Know how to operate the Jet Ski including reverse function and sports mode \_\_\_\_\_
- ✓ I will not operate the jet ski over 30km/h or irregularly within 200m of other vessels, people or the shoreline. \_\_\_\_\_
- ✓ If I capsize the jet ski, I agree I know how to read the direction of the rollover sticker at the rear of the jet ski and I'm responsible for full cost of damage if I flood the engine \$9800 \_\_\_\_\_
- ✓ Rock the Jet Ski back and forth BEFORE starting the engine EACH TIME from the shore \_\_\_\_\_
- ✓ Only start/operate the engine if 2 feet/hip depth in water or deeper \_\_\_\_\_
- ✓ What to do if you and/or passenger (s) fall off the Jet Ski \_\_\_\_\_
- ✓ Throttle must be on to steer Jet Ski \_\_\_\_\_
- ✓ Do you need to give way to a non-powered vessel? \_\_\_\_\_

- ✓ Distance that must be kept from other **vessels?** \_\_\_ **Swimmers?** \_\_\_ **Cargo ships?** \_\_\_
  
- ✓ What side do I drive if approaching another vessel head on? \_\_\_\_\_
  
- ✓ Know where the safety bag and all equipment is \_\_\_\_\_.  
If it needs to be used I will notify Play Hard Staff on return \_\_\_\_\_
  
- ✓ Where is the behaviour sticker? \_\_\_\_\_
- ✓ DRIVER TO DEMONSTRAIGHT driving forward, backwards, turning continuously with power? \_\_\_\_\_
  
- ✓ I am carrying my PWC license and a communication device with me at all times \_\_\_\_\_
- ✓ I'm fully aware of my mapped hire area & open water limits 0.5m maximum swell \_\_\_\_\_

I agree that I have read and understood the terms and conditions above and agree to be bound by them:

**Signed:** \_\_\_\_\_

**Print name clearly:** \_\_\_\_\_

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