



PEDALMORE

TERMS AND CONDITIONS

Payment and cancellation conditions

Full payment is required upon booking to confirm hydrobikes hire. Payment confirms customer agreement to be bound by the business terms and conditions stated herein.

Booking changes

Bookings are only cancelled if conditions are deemed unsafe by Pedalmore, or if an agreement is reached between Pedalmore and the customer. Bookings are not cancelled due to heat, light wind or rain, or cloudy conditions. Pedalmore reserves the right to cancel bookings due to unsafe weather and/or river conditions or in the instance that Pedalmore is unable to access the facilities (pontoons) for any reason. In these instances, full refunds will be provided. Please check the 7-day weather forecast for the area (New Norfolk) for the likely weather conditions for your preferred day of booking.

If you would like to discuss your booking, please call us on: 0402366604.

Safety

Every aspect of our operation is designed to put safety first but not all risks can be eliminated. Our aim is to manage risk to acceptable levels. Pedalmore, or the operator on the day has responsibility for all safety decisions. Your safety and enjoyment is our first priority.

Assumption of risk and release of liability

1. Hydrobikes are an outdoor water activity and as such there is an inherent risk of real or significant injury, illness, death and/or permanent disability associated with any water activity even though particular rules, equipment and personal disciplines may reduce risk; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of Pedalmore, or others, and assume all responsibility for my participation; and,

3. I understand the dangers associated with the consumption of alcohol or any mind altering drugs, before and/or during the activity and I take full responsibility for any injury, loss or damage associated with their consumption; and,
4. I also agree to abide by and comply with rules, instructions or directions properly given to me by any staff member, and understand that such non-compliance may result in injury, illness, death and/or permanent disability or removal from the activity at my own expense and I agree to indemnify Pedalmore against all claims made by any person as a result of my failure to comply; and,
5. I am mentally, physically and in all other respects fit and fully able to use the hydrobikes and have no special medical requirements or conditions except as described in the 'medical questionnaire' to participate in the activity. The release shall serve as a release and assumption of risk for myself and for my heirs, administrators and executors and for all members of my family, including any minor accompanying me.
6. I also agree that in the event of injury or illness, Pedalmore may provide evacuation, first aid and medical treatment at my expense and as such that I consent to evacuation, first aid and medical treatment; and,
7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless Pedalmore, their officers, officials, volunteers, agents and/or employees, other participants, sponsoring agencies, sponsors, and if applicable, owners and lessors of premises used to conduct the activity (all of whom are referred to as 'releasees'), with respect to any and all injury, illness, disability, death or loss or damage to person or property, whether caused by the negligence of the releasees or otherwise.

Pedalmore accepts that a duty of care and responsibility is owed to each customer/ participant under their direction and undertakes to take all reasonable steps to safeguard the welfare of the participant during the course of the activity undertaken.

I consent to Pedalmore to take or have taken by others photographs, digital images and/or audio, and/or video footage, make copies of the images, and publish the images in any form, in whole or in part, and distribute them in any medium including, but not limited to print media, the internet, other multi-media uses or graphic representation, cinematography or video.

I consent to the images being used by Pedalmore or provided to others for the following purposes only:

- General news or promotion of the activity on TV, radio, newspapers, website, Face Book and internet.
- I will receive a copy of any photos via Face Book or email.

Medical Questionnaire and conditions of use

- I will inform the operator of any medical conditions or mobility issues that might affect me during the activity. Please provide details.
- I will carry any required medication and inform the operator of any current plans such as 'asthma plans'.
- I agree not to be under the influence of any drugs or alcohol. If I choose to participate while under the influence, I assume full responsibility for any injury or damage caused to any person or property as a result of my behavior while under the influence.
- I agree to follow the directions of the owner/operator.
- If I have children or young persons under the age of 18 years, I agree to observe and monitor them while participating in the activity.
- Height (participant required to be at least 142cm in height to reach the pedals).
- Weight (maximum weight for rider 125kg. Rider with additional passengers and cargo 180 kg total weight).

Covid-19 Safe Practices

- Please observe social distancing rules of 1.5 meters and maintain hygiene practices
- All bookings and payments made online. No handling of cash.
- Please do not visit us if unwell and reschedule for another day