



Murungidyal (Healing) Paddles – Terms and Conditions

Last updated: 23 January 2026

These Terms and Conditions (“Terms”) apply to all participants attending or taking part in the Murungidyal (Healing) Paddles (“Event”) organised by Murungidyal Foundation (“Organiser”). By registering for or participating in the Event, you agree to be bound by these Terms.

1. Eligibility and Fitness

1. Participants must be at least 14 years old on the date of the Event. Participants under 18 must have written consent from a parent or legal guardian.
2. Participants confirm that they are physically and medically fit to take part in kayaking and related activities.
3. You must disclose any medical conditions, injuries, allergies, or medications that may affect your ability to participate safely.

2. Assumption of Risk

1. Kayaking is an outdoor adventure activity that involves inherent risks, including but not limited to capsizing, collisions, weather changes, water conditions, hypothermia, drowning, and equipment failure.
2. You voluntarily assume all risks associated with participation, whether foreseen or unforeseen, and accept full responsibility for your participation.

3. Safety Requirements

1. Participants must follow all safety instructions given by the Organiser, guides, instructors, or event staff at all times.
2. Approved personal flotation devices (PFDs/life jackets) must be worn at all times while on the water.
3. The Organiser reserves the right to remove any participant from the Event who fails to comply with safety instructions or whose behaviour is deemed unsafe.

4. Equipment

1. Kayaks and safety equipment provided by the Organiser must be used only as instructed.
2. Participants using their own equipment do so at their own risk and confirm that such equipment is safe, seaworthy, and suitable for the Event.
3. You are responsible for any loss of or damage to equipment caused by misuse or negligence.

5. Weather and Environmental Conditions

1. The Event may be modified, delayed, or cancelled due to weather, water conditions, environmental hazards, or other circumstances beyond the Organiser's control.
2. No guarantee is made regarding water conditions, wildlife encounters, or visibility.

6. Fees, Cancellations, and Refunds

1. Event fees must be paid in full prior to participation unless otherwise agreed in writing.
2. Participant cancellations received two weeks prior to commencement date may be eligible for a refund or credit, less any administrative fees.
3. No refunds will be provided for non-attendance, early withdrawal, or removal due to safety or behavioural reasons.
4. If the Event is cancelled by the Organiser, a refund or reschedule option will be offered at the Organiser's discretion.

7. Liability Waiver and Release

1. To the maximum extent permitted by law, you release and hold harmless the Organiser, its officers, employees, volunteers, and agents from any claims, demands, losses, damages, or liability arising out of or in connection with your participation in the Event.
2. This includes, without limitation, personal injury, illness, death, property loss, or damage, except where caused by gross negligence or wilful misconduct (where such exclusion is not prohibited by law).

8. Insurance

1. Participants are responsible for their own personal insurance, including health, accident, and travel insurance.
2. The Organiser does not provide personal accident or medical insurance for participants unless expressly stated.

9. Photography and Media

1. The Organiser may take photographs or video recordings during the Event.

2. By participating, you consent to the use of your image, likeness, or recordings for promotional, marketing, or informational purposes without compensation, unless you notify the Organiser in writing prior to the Event.

10. Code of Conduct

1. Participants must behave respectfully toward staff, other participants, the environment, and wildlife.
2. Alcohol, illegal drugs, or impairment during the Event are strictly prohibited.
3. Any damage to the environment or property caused by a participant may result in removal from the Event and liability for repair or replacement costs.

11. Privacy

1. Personal information collected for the Event will be handled in accordance with applicable privacy laws and the Organiser's privacy policy.
2. Information will be used only for event administration, safety, and communication purposes.

12. Acknowledgement

By registering for or participating in the Event, you acknowledge that you have read, understood, and agree to these Terms and Conditions.

Organiser: Murungidyal Foundation

Contact: info@healingpaddle.org.au