

## Golf Cart Rental Agreement

The undersigned ("you" or "your" herein) hereby rents from the entity named below that operates the campground ("we", "us", or "our" herein) the following golf cart and equipment. (Charger if overnight rental) \_\_\_\_\_ on the following terms:

1. **Cost of Rental.** You agree to pay us \$ \_\_\_\_\_ + tax as rent for the golf cart and equipment. The rental period is from \_\_\_\_\_ to \_\_\_\_\_.
2. **Use of Golf cart and Equipment.** You verify that you have no physical limitations or impairments which might inhibit your participation in driving a golf cart, that you are Licensed to operate a motor vehicle in this state and will be present at all times while in the golf cart. You understand this golf cart is meant for use on improved roads only and is not to be driven on pedestrian paths or off-roading. As a licensed vehicle driver, you agree that this golf cart is to be used in compliance with all customary rules of the road, heeding stop, yield, pedestrian, cautionary, speed limit, bump signs. In addition, you agree to comply with all state and local requirements relating to the use and operation of the golf cart.

You further verify that you are capable and competent to operate the golf cart in a safe and proper manner, that you are aware of the rules of the road and laws pertaining to the operation of the golf cart and will operate the golf cart in a reasonable and safe manner and in accordance with all guest and other rules. You acknowledge that there are risks involved in driving a golf cart, including without limitation, changes in the weather, equipment failure, and collision with other vehicles. You will not attempt to use the golf cart while under the influence of alcohol or any drug.

3. **Assumption of Risk, Release of Liability and Indemnification.** In consideration of the Released Parties (as defined below) allowing you to use the golf cart and equipment, you, for yourself and licensed family members on whose behalf you are signing, voluntarily and expressly agree to accept and assume all of the risks of using the golf cart and equipment, including but not limited to, the risks of death, injury, illness and property loss or damage, whether or not caused by any act or omission of the Released Parties.

The term "Released Parties" shall mean The Company and their respective affiliates, partners, officers, employees and agents.

\_\_\_\_\_ **Initials**

In consideration of the Released Parties allowing you to use the golf cart and equipment, you, for yourself and the licensed family members on whose behalf you are signing, hereby release and discharge the Released Parties from any and all liabilities, claims, causes of action and expenses (including reasonable attorneys' fees) resulting from or arising out of your use of the golf cart and equipment, whether or not caused by any act or omission of the Released Parties.

\_\_\_\_\_ **Initials**

In consideration of the Released Parties allowing you to use the golf cart and equipment, you, for yourself and the licensed family members on whose behalf you are signing, hereby agree to hold the Released Parties harmless from, and to indemnify them against, any and all liabilities, claims, causes of action and expenses (including reasonable attorneys' fees) resulting from or arising out of your use of the golf cart and equipment, whether or not caused by any act or omission of the Released Parties.

\_\_\_\_\_ **Initials**

4. **Items Left in Golf cart.** We shall not be liable for loss of or damage to any property left, stored, or transported by you or any other person in the golf cart either before or after the return of the golf cart to us.

5. **Return of Golf cart and Equipment.** You agree to return the golf cart and equipment at the end of the rental period, or upon the request of the campground staff, if you violate any of our rules and guidelines or you operate the golf cart in an unsafe manner. You agree to return the golf cart and equipment in the same condition as received. You accept full responsibility for the golf cart and equipment and understand that, if the golf cart or any equipment is lost or damaged during the rental period, you will be charged for the cost of the repair or replacement thereof.

\_\_\_\_\_ Initials

**You represent that you are at least 18 years of age and have a current driver's license and are under no limitations or suspensions of your driver's license. You understand that all drivers of the golf cart shall have a current driver's license for the state in which they rent the cart. You further understand that no minors are permitted to drive the golf cart or sit in your lap to steer the golf cart. You also understand that the capacity of the golf cart is limited to the number of seats in the golf cart and that no one is allowed to stand on the back or lean out of the golf cart. Doing so changes the center of gravity and can cause tipping. Golf carts are considered a motor vehicle and as such must be used in a cautious manor; excessive speed, hitting speed bumps at an excessive rate of speed, and quick turning are all dangerous maneuvers that can cause accidents or throw occupants from the vehicle.**

**You further represent that you have read this Agreement, understand the contents of this Agreement and sign it of your own free will.**

Print YOUR NAME and the name and DL number of any other users:

\_\_\_\_\_  
Name DL No.

\_\_\_\_\_  
Name DL No.

\_\_\_\_\_  
Name DL No.

\_\_\_\_\_  
Name DL No.

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_  
Renter's Name

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
(Signature)

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FOR INTERNAL USE ONLY:

Executed as of \_\_\_\_\_ 20\_\_\_\_.

By: \_\_\_\_\_  
Company Representative Name

\_\_\_\_\_  
Company Representative Signature