

WHISTLING PINES GOLF & EVENT CENTER

GOLF CAR RENTAL AGREEMENT

WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

DATE: _____ CAR #: _____
DRIVER'S NAME (print): _____ DL#: _____ STATE: _____
PASSENGER/2nd DRIVER (print): _____ DL#: _____ STATE: _____

RULES AND REGULATIONS

- 1. All cart operators MUST have a valid driver's license and be 18 Years of Age or Older**
2. Vehicles shall not be operated in a manner that may endanger passengers or other individuals or harm property.
3. No more than 2 persons and 2 golf bags shall be in the said cart at any one time.
4. Persons are not permitted to ride on the back of a golf cart for any reason.
5. Familiarize yourself with the operation of the golf cart, our staff will demonstrate the basic use of one.
6. Please do not drive into parking lots or off property.
- 7. Note that the car has forward, reverse and neutral gears. When in reverse, you should hear a backing horn (beep/buzzing sound).**
- 8. There will be a monetary charge for any damage other than normal wear and tear.**

The Lessee agrees to abide by all of the above Rules and Regulations. The above-numbered Car is hereby leased by the Club to the Lessee for play on the date/season indicated above. If Lessee retains the said property after expiration thereof, such retention shall be construed as additional rental at the same rate of rental, and under the same terms and conditions as originally contained in this agreement. Lessee represents that he is familiar with the use and operation of said property. Lessee agrees to keep said property in the same condition as when received. It is expressly understood and agree that no right of action whatsoever shall accrue to the Lessee for damages of any kind whatsoever, whether to person and/or property, and/or for loss of time and/or other loss of damage, arising from the use of, operation of, or in any way connected with the said property of any part thereof, from whatever cause arising. Lessee agrees to hold all parties free and harmless from all such damage. Lessee expressly acknowledges personal liability to pay Lessor costs to repair all damages to said property and Lessor's costs including attorney fees incurred in collection of payments due from Lessee hereunder. The full agreement between the Lessor and Lessee is contained herein, and time is made of the essence of this agreement. The receipt of all above described property, in good order and repair is hereby acknowledged by Lessee.

LESSEE DOES hereby release, waive, discharge and covenant not to sue Owner, its members, officers, employees and agents from liability from any and all claims, including the negligence of Owner, resulting in personal injury, accidents or illnesses, including death, and property loss arising from use of the Cart. **Assumption of Risks:** Use and control of a golf cart, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, from one location to another, from one individual to another, but the risks of driving, riding or using a golf cart range from minor injuries to major and catastrophic injuries including paralysis and death. I understand and agree that it is my responsibility to assess the hazards presented by my use of said Cart and further agree that I am the ultimate judge as to whether I can use the Cart without risk of harm to myself and others. **Indemnification and Hold Harmless:** I also agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the Owner, its members, officers, employees and agents, from and against any and all claims, demands, actions or causes of actions, for costs, attorney's fees, expenses or damages to personal property, or personal injury, or death, which may result from any use of the Cart. **Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the State of CONNECTICUT and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **Users:** I understand and agree that only adults eighteen (18) years of age or older that sign this agreement and hold a valid state Driver's License shall be allowed to operate the Cart. Furthermore, I understand that I must observe all golf course policies. **Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue the Owner, its members, officers, employees and agents. I also understand that this agreement binds my heirs, executors, personal representatives, attorneys-of-law, attorneys-in-fact, administrators and assigns, as well as myself. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I hereby assert that my use of said Cart is voluntary and that I knowingly assume all such risks incident to using said Cart.

FURTHERMORE, I REPRESENT THAT I AM FAMILIAR WITH THE OPERATION AND USE OF SUCH GOLF CART, THAT I HAVE READ THE RULES AND INSTRUCTIONS CONTAINED HEREIN, AND THAT I AM CAPABLE OF OPERATING THE GOLF CART SAFELY AND IN ACCORDANCE WTH SAID RULES AND INSTRUCTIONS

RENTER'S SIGNATURE: _____ DATE: _____
PASSENGER/2nd DRIVER'S SIGNATURE: _____ WPGC REP INITIALS: _____