

Island Golf Cart Rental, LLC

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Golf Cart Rental

Acknowledgement of Risks & Release
& Indemnity Agreement

Name: Date/Time Out: Date/Time Due:

Cart Address: Cell Phone:

Golf Cart:
Issued by: Mark Kluttz Total: \$

Introduction:

Please read this entire acknowledgement and Assumption of Risks & Release & Indemnity Agreement (hereafter 'Document') carefully before signing. All persons renting equipment from Island Golf Cart Rental, LLC must sign this document. No person under 18yrs. of age may rent equipment from Island Golf Cart Rental, LLC. All participants are referred to in this Document as 'renter'.

In consideration of the services of Island Golf Cart Rental, LLC, respective owners, officers, directors, employees, representatives, agents, interns, contractors, parent or holding companies and all other persons or entities associated or affiliated with Island Golf Cart Rental, LLC, **I (renter) acknowledge and agree as follows:**

Acknowledgment & Assumption Risks:

I am renting equipment from Island Golf Cart Rental, LLC for recreation and/or adventure activities. **I acknowledge that there are inherent and other risks, hazards and dangers (collectively referred to in this Document as 'risks') associated with engaging in adventure or recreation activities, or using or renting equipment for those activities that can cause injury, damage, death or other loss to renter or others. These risks include, but are not limited to:**

- Hazards (including road hazards) may not be marked or visible & weather is unpredictable year round;
- misjudgments & careless or even reckless conduct of renter or others;
- renter's improper use of rented equipment and/or failure to understand how to use the rented equipment;
- renter's failure to accurately assess his/her ability level for the activity engaged in;
- remote locations, an hour or more from medical facilities, that can cause potential delays or difficulties with communication, transportation, evacuation and medical care;
- equipment that can be misused, that can break, fail or malfunction, or that can fall off or break loose from rental equipment.
- other risks (both natural & man-made) that are generally associated with the rental equipment in an outdoor environment.

These and other risks may result in renter or others: falling to the ground or being struck, impacting objects, people or experiencing vehicle, collision or rollover: getting caught or entangled in objects: reacting to weather conditions or increased exertion. These and other circumstances may cause hypothermia (dehydration, heat exhaustion or stroke, heart or lung complications, broken bones, fractures or sprains, paralysis, concussion, cuts, abrasions or wounds, sunburn or other burns, mental or emotional trauma or other injury, damage, death or loss.

Renter is fully capable of using this rental equipment and agrees that it is solely the renter's responsibility to, among other things: 1) know how to use and operate this equipment and/or obtain necessary instruction; 2) assess renter's own skill level for any activity or use of this equipment; 3) determine and choose location for using this equipment and/or engaging in adventure or recreation activities within authorized areas; 4) wear all safety gear required by law and 5) obey all rules and policies, signage, traffic laws, rules of the road or other local, state or federal laws, as it pertains to the rented equipment. **Renter is voluntarily renting equipment from Island Golf Cart Rental, LLC with knowledge of the risks and renter's responsibilities. Therefore, renter assumes and accepts full responsibility for: a) inherent and other risks (both known and unknown) of recreation and adventure activities, including the use of rented equipment in conjunction with those activities, and b) any injury, damage, death or other loss suffered by renter or others, resulting from those risks and/or resulting from renter's negligence or other misconduct.**

RELEASE AND INDEMNITY AGREEMENT:

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I agree:

- 1) to release and not sue Island Golf Cart Rental, LLC, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter 'claim' or 'claims") for any injury, damage, death or loss in any way connected with my or others participation in recreation or adventure activities and/or use of Island Golf Cart Rental, LLC rental equipment. **I understand and I agree here to waive all claim(s) I or others may have against Island Golf Cart Rental, LLC and agree that I, nor anyone acting on my or others behalves, will make a claim against Island Golf Cart Rental, LLC as a result of any injury, damage, death or other loss suffered by me or other participants;**

- 2) **to indemnify** (indemnify meaning reimburse by payment or otherwise) **Island Golf Cart Rental, LLC** with respect to any and all claim(s) brought by or on behalf of me, a family member, or any other person for any injury, damage, death or loss in any way connected with my or others participation in recreation or adventure activities and/or my or any other person's use of renter's, Island Golf Cart Rental, LLC rental equipment.

This Release and Indemnity Agreement includes claim(s) resulting from Island Golf Cart Rental, LLC negligence (but not if it is gross negligence, or willful, wanton or criminal misconduct), and includes claim(s) for personal injury or wrongful death (including claim(s) related to emergency or medical response, assessment or treatment), property damage, products liability, breach of contract or warranty, claims based upon or arising under admiralty or maritime law and other claim(s).

Other Provisions:

I (renter) agree to accept full responsibility for the care of the equipment, to reimburse Island Golf Cart Rental, LLC for lost, stolen or damaged equipment, to pay required fees for late rental returns, and not to loan or rent this equipment to any other person. I agree that South Carolina State Law (without regard to its conflict of laws rules) governs this Document, any dispute I have with Island Golf Cart Rental, LLC. However, if court determines that US Federal Law shall apply, as appropriate, in its place. I agree that any mediation, suit or other proceeding I engage in or assert against Island Golf Cart Rental, LLC must be filed or entered into only in place of business or state court located in Beaufort County, South Carolina or in the United States Court for the District of South Carolina, located in Beaufort County, South Carolina. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable South Carolina mediator. I authorize We See'um affiliates and Fripp Island Employees/affiliates, contractors or other medical personnel to obtain or provide medical care for me or my child, to transport me or my child to a medical facility, and to provide treatment as necessary for my or others health. I agree to pay all costs associated with the care and transportation. I authorize Island Golf Cart Rental, LLC to take my or others, image or statement for advertising, sale, display, or other uses. **I AGREE I AM RENTING 'AS IS' AND THAT Island Golf Cart Rental, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) WITH REGARD TO THE RENTED EQUIPMENT. This document is intended to be interpreted and enforced to the fullest extent of the law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

I have been informed by Island Golf Cart Rental, LLC that no one is authorized to operate a Golf Cart on the island without a valid Driver's License. I have also been informed that a Learner's Permit does not constitute a valid Driver's License. I will be subject to a fine and confiscation of the vehicle. If the vehicle is confiscated I will also owe impoundment fee.

Golf Cart Evaluation - Please inspect cart upon arrival and notify owner of any damage otherwise I acknowledge there was no damage to golf cart:

Roof Panel: _____

Windshield: _____

Front Panel/Light Bar: _____

Tire(s) & Rim(s): _____

Front Seat Panel: _____

Front Floor Board: _____

Back Seat Panel: _____

Back Foot Rest: _____

Brake Lights: _____

Steering Box: _____

Renter: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my participating minor child, spouse and other family members, and my heirs, executors, representatives, suborders and estate. Renter must sign below.

Renter Signature

Date

Print Name Here

Renter's Birth Date

Renter's DL # _____

State Issued: _____