

Golf Cart Rules and Agreement
Deep Creek Landing, LLC
(4/17 version)

1. Each site will be permitted to have (1) one golf cart.
 2. Rechargers are to be accessed through the site where the golf cart is assigned.
 3. Golf carts are to be driven only on designated roadways, no cutting through sites.
 4. At no time should there be more passengers on the golf cart than the total number of seats or a maximum of 6 passengers. All passengers must be seated when the cart is moving.
 5. You agree to operate the golf cart safely and responsibly, to become familiar with the operation and use of the golf cart and to read the Manufacturer's "Warning Instructions".
 6. You agree to contact the property's staff if you or other operators of the golf cart cause any damage to persons or property through the use of the golf cart.
 7. You understand that a golf cart is subject to the same laws and regulations pertaining to motor vehicles and therefore agree that the golf cart will be operated in accordance with the laws of the state and county where the property located, including but not limited to the requirement that persons driving the golf cart must not be under the influence of alcohol and/or illegal drugs. You agree to operate the golf cart in accordance with the property's rules and regulations and to observe all posted speed limits.
 8. Since each golf cart is registered to a family, it may be operated by other members of the family who meet the requirements set forth in this Agreement, but the golf cart may not be lent to or operated by guests or other persons.
 9. The owner of the golf cart is responsible to see that his or her golf cart is properly secured at his or her site in the owner's absence. Only regulation golf cart covers may be used to protect your golf cart.
 10. Assumption of Risk, Release of Liability and Indemnification. In consideration of the Released Parties (as defined below) allowing you to use your golf cart on the property, you voluntarily and expressly agree to accept and assume all risks arising from the use of your golf cart on the property, including but not limited to, the risks of death, injury, and property loss or damage, whether caused by you or other persons and whether or not caused by any act or omission of the Released Parties.
 11. Each owner that has a golf cart on site must provide to Deep Creek proof of insurance reflecting a minimum of \$25,000 in liability coverage on the golf cart and its use.
 12. There is a \$25.00 annual fee associated with having a golf cart on the property. Each permit for the golf cart's use expires at the expiration of the site lease contract.
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- ___ Initials -The term "Released Parties" means the owners of the property, Deep Creek Landing LLC and their respective affiliates, shareholders partners, directors, officers, employees and age.
 - ___ Initials -In consideration of the Released Parties allowing you to use your golf cart on the property, you 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 the use of your golf cart on the property, whether caused by you or other persons, and whether or not caused by any act or omission of the Released Parties.

- ____ Initials In consideration of the Released Parties allowing you to use your golf cart on the property, you 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 the use of your golf cart on the property, whether caused by you or other persons, and whether or not caused by any act or omission of the Released Parties. The indemnification provided for in this paragraph shall survive any termination or expiration of this Agreement.

You represent that you have read this Golf Cart Rules and Agreement, understand the contents of this document and sign it of your own free will. You represent that you (the person signing this Agreement) is 21years or older and that you possess a valid driver's license. You agree that only persons over the age of 14 years old will be permitted to drive the golf cart.

Name _____ Phone _____
Address _____
Site # _____ Insurance Company _____
Policy # _____
Expiration Date _____

Signature

Date

