

JELLYSTONE PARK ESTES PARK GOLF CART RENTAL AGREEMENT AND LIABILITY WAIVER

- Name:
 - Phone:
 - Email:
 - Address:
 - I will be renting a golf cart: Y/N
 - I'm registering a personal golf cart: Y/N
 - Driver's License Number:
 - Issuing State:
 - Upload Driver's License:
 - # of Additional Drivers:
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• **GOLF CART RENTAL AGREEMENT**

As consideration for the rental of the GOLF CART or privilege to operate a personally owned GOLF CART on our premises, you agree to the following conditions:

- **Rental/Personal Golf Cart fees are 100% earned. No refunds are permitted.**
- **At no time shall the GOLF CART exceed the model specific maximum passenger capacity or weight capacity.**
- **All Passengers – including children - must be seated while the cart is in motion. No lap riding is permitted.**
- **GOLF CARTS operated after sunset must have lights turned on. Please respect your neighbors and the quiet hours.**
- **GOLF CARTS must always be operated in a safe, respectful manner. Irresponsible or dangerous cart operations will not be tolerated. Failure to abide will result in immediate GOLF CART rental termination and forfeit of rental fee.**
- **GOLF CARTS must stay under the speed limit and stay on main roads in the campground, no nature trails. Use the Crosswalks to cross any main road. GOLF CARTS are NOT permitted in the surrounding developments or public areas.**
- **Renter/ Personal Golf Cart Owner is responsible for any loss or damage to the GOLF CART and authorizes us to charge the credit card on file for any repair or replacement costs. The cost to repair or replace the cart will be solely determined by the outside rental company GOLF CARTS are sourced from and all costs are non-negotiable and must be paid in full. The renter/ owner / driver is also legally and financially liable for any loss or damage to any 3rd party property of the campground or other guests.**
- **Alcohol is not permitted on GOLF CART and the rules of the Motor Vehicle act will apply, i.e. impaired Driving etc.**

- **GOLF CART Driver must have possession/control of the GOLF CART keys when not in use. A \$25 replacement fee will be charged for any lost or stolen keys.**
- **GOLF CART Driver must have possession/control of the GOLF CART keys when not in use. A \$25 replacement fee will be charged for any lost or stolen keys.**
- GOLF CART USEAGE LIABILITY WAIVER – applies to ALL GOLF CARTS used on premises whether rented or owned.

YOU ASSUME ALL RISK (INCLUDING, BUT NOT LIMITED TO, ALL RISK OR INJURY OR DEATH) INHERENT IN THE VOLUNTARY OPERATION AND USE OF THE GOLF CART. YOU AGREE TO RELEASE US FROM ANY LIABILITY FOR BODILY INJURY (INCLUDING DEATH) AND/OR PROPERTY DAMAGE RESULTING IN WHOLE OR IN PART FROM OUR NEGLIGENCE, OR DEFECTIVE CONDITION OF THE CART.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGER AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH PROPERTY DAMAGE AND LOSS.

I AGREE TO INDEMNIFY, DEFEND AND HOLD JELLYSTONE ESTES PARK, DIV HTR ESTES PARK, LLC, DIV HTR ESTES PARK, LLC, BLUE WATER HOSPITALITY MANAGEMENT, LLC AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BODILY INJURY AND PROPERTY DAMAGE, ARISING OUT OF THE USE OR OPERATION OF THE GOLF CART.

If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and affect. We reserve the right to provoke privileges to ANY driver whether rented or owned if you or any driver are found to be recklessly operating the golf cart on our property and will NOT be giving a refund. We reserve the right to take away any rental unit or park any owned units for the remainder of the time on property WITHOUT warning or refund.

I have carefully read, understand, and voluntarily agree to the terms of this agreement. *

Guest Signature _____ Date _____