

RELEASE, WAIVER, AND INDEMNITY AGREEMENT

As consideration for the rental of the golf cart provided by **Kemah Golf Kart Rentals, L.L.C. (Owner)**, I agree to the following conditions and hereby acknowledge the statements I make herein are true and correct. I am at least 21 years of age and hold a valid driver's license. I acknowledge my signature below with my driver's license and insurance information shall all become a part of this agreement and identify myself as the **"Renter" AND SOLE OPERATOR** of the golf cart as referred to in this agreement. Furthermore, I acknowledge that I own a motor vehicle with liability insurance currently in force as evidenced.

I agree to return the golf cart to the location provided upon completion of the rental period in the same condition as received, normal wear and tear accepted. I will operate the golf cart in a safe and responsible manner. I will preserve and protect the golf cart, my person or property and persons or property of others from loss or damage. I agree to contact Kemah Golf Kart Rentals, L.L.C. immediately in the event of any loss or damage to the golf cart, persons, or personal property. **I herein agree and acknowledge that I am legally and financially liable for all costs or repairs to the golf cart and for the loss, damage and/or injuries to my person or property and the person or property of others regardless of fault.**

I agree to examine and inspect the safety and mechanical condition of the golf cart before each use, and to immediately report any concerns or problems with the golf cart of the Owner.

I agree to forever release, indemnify, hold harmless and defend Kemah Golf Kart Rentals, L.L.C., its officers, successors and assigns, agents, employees or designated representatives in the event of any injury, damage, claim, loss, suit, demand, cause of action or any other liability whether caused directly or indirectly by Renter or any other party arising from or related to the use of the golf cart during the Renter's control and possession of the cart.

I fully recognize that there are dangers and risks to which I may be exposed by operating a golf cart, such as scrapes, bruises, musculoskeletal injuries, broken bones, strains, sprains, concussions, and other injuries or death caused by the negligence on the part of myself and/or other people around me; injuries or death caused by improper use or failure of equipment; and damaged clothing or other property, and I agree to assume and take on myself such risks associated with the operating of a golf cart, and I waive and release Owner from any and all damages which may arise as a result of the rental of the golf cart.

I agree that I am the only authorized operator of the cart and in no event shall anyone under the age of 21 without a valid driver's license and current automobile liability insurance be permitted to operate golf cart. I understand that the 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 of Texas and local laws of the City of Kemah and County of Galveston. Drinking alcohol and/or being under the influence of alcohol or drugs while driving a golf cart is against the law and is not permitted.

I agree that I will not operate the golf cart after 10:00PM. I will not drive thru standing water that may come in contact with any mechanical or electrical part on the golf cart. I will operate the golf cart on paved roadways only and is not permitted to be driven on or cross over highway 146.

All passengers in the golf cart must remain seated at all times during the operation of the golf cart. Maximum occupancy of the golf cart is 4 persons including children.

A \$50.00 FEE WILL BE CHARGED FOR LATE RETURNS.

I agree the privilege of using the golf cart can be revoked without notice by Kemah Golf Kart Rentals, L.L.C. in their sole discretion for any violation of this agreement, and further agree that I shall not be entitled to any rental refund or deposit for the revocation of this agreement.

I agree that in the event the golf cart should become inoperable through no fault of mine, Kemah Golf Kart Rentals, L.L.C. shall make reasonable efforts to repair or replace the golf cart. In the event the golf cart cannot be repaired or replaced a refund will be issued for any paid portion of the rental agreement period remaining. All rental payments shall be paid in full.

By my submission of the information above, I certify that I understand and agree to the conditions set forth herein and acknowledge that I have executed this agreement voluntarily and freely and that my signature creates a contractual obligation that binds me, my heirs, and all passengers.

Printed name of "Renter" AND SOLE OPERATOR

Signature of "Renter" AND SOLE OPERATOR

Date_____

“Renter” AND SOLE OPERATOR Name: _____

Address: _____

City/State/Zip: _____

Insurance: _____

Cell phone: _____

E-mail address: _____

Golf Cart Rental Amount: _____

Pay Method: _____

Security Deposit: _____

Golf Cart Rental Date: _____

Golf Cart Time Out: _____

Golf Cart Due Back: _____

“A \$50.00 FEE WILL BE CHARGED FOR LATE RETURNS”

Golf Cart Number: _____