

Harbour Village Resort Golf Cart Rules and Liability Waiver

WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT "Golf Cart Waiver"

Waiver: I, _____ ("Registrant"), agree that in consideration of being permitted to operate a golf cart ("Cart") located on the premises of Harbour Village Resort, 5840 Hwy 42 N, Sturgeon Bay, Wisconsin 54235, do hereby release, waive, discharge and covenant not to pursue legal litigation against the Owners, 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. I understand that I assume all responsibility for all users of the Cart.

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 Wisconsin 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 licensed drivers 16 to 21 years old and anyone 22 years and older may operate a cart. Furthermore, I understand that any users must observe all Harbour Village Resort, state and local traffic laws / Rules. Persons under 22 years of age holding a Temporary or "temps" licenses are not allowed to operate the golf cart.

GOLF CART RULES

- 1) Licensed drivers 16 to 21 years old and anyone 22 years and older may operate a cart.
- 2) Speed limit is 5mph!
- 3) Turn off key and set parking break EVERY time the driver gets off cart – even if it's just for a moment.
- 4) You are responsible for any property damage or personal injury incurred while your cart is being operated as per "Golf Cart Waiver." Please be cautious.
- 5) Maximum number of riders shall not exceed – front seat: 2 adults and 1 child or 1 adult and 2 children – rear seat: 2 adults and 1 child or 1 adult and 2 children or 3 children. Cart is not to exceed 6 riders. Children 2 and under may ride on the lap of an adult.
- 6) No standing or kneeling on golf cart, only sitting on approved seats is allowed.
- 7) Golf carts must be registered by June 15th or the first day thereafter that the cart is on the premises, of every year. Registration stickers must be clearly visible on the rear of the cart. Each cart must have a separate registration. 3" reflective numbers to match the registration number must be placed on the front and rear of the cart.
- 8) Golf carts are not allowed in areas of the park designated for no motorized vehicles.
- 9) Carts must have head lights on when operating after dark.
- 10) Operating a golf cart while under the influence of alcohol or drugs is not permitted. Anyone operating a cart could be subject to state and / or local fines or legal action in addition to Harbour Village fines.
- 11) Harbour Village requires liability insurance be carried on your cart.

Please provide: Name of insurance company: _____ Policy number: _____

Penalties

Offenses are cumulative on the cart and the operator. A warning may be given at the sole discretion of Harbour Village management or security staff.

1st offense - \$25 fine

2nd offense - \$50 fine

3rd offense - \$75 fine and loss of operating privileges for 15 days from date of offense.

4th offense - \$100 fine and loss of cart operating privileges for 1 year from date of offense.

Operating under the influence of alcohol or drugs - \$100 fine and loss of operating privileges for 1 year.

You may appeal a penalty by submitting in writing to the general manager of Harbour Village a request to review your penalty. You may also appeal to the Harbour Village board of directors only after your request has been reviewed by the general manager of Harbour Village. All requests for a review of a penalty must be in writing.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, indemnity agreement, and the golf cart rules, fully understand its terms, and understand that I am giving up substantial rights, including my right to pursue legal litigation against the Owners, 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 and anyone who uses the Cart. 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. I further understand that violation of any portion of this document may result in a fine being issued by Harbour Village and / or loss of operating privileges of the golf cart on Harbour Village property. I agree that you are responsible for any fines that may be issued and that they will be charged to your credit card on file.

Printed Name Site Number

Signature Date

For Office Use Only

Registration Number: _____

Registration Expires: _____

Harbour Village Office Signature Print Name Date

Revised 2011