

**ABCR KM, LLC
GOLF CART RENTAL
RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF ABCR KM, LLC, ITS OWNER, PARTNERS, REPRESENTATIVES, EMPLOYEES AND AGENTS (THE "RELEASEES").

Date: _____ Golf Cart #: _____ Site #: _____ Reservation Confirmation #: _____

Golf Cart Rental fees paid: \$ _____ Number of golf cart rental days: _____

Start Date/Time: _____ at _____ AM/PM Return Date/Time: _____ at _____ AM/PM

I, _____

who resides at _____,
[Street Address] [City] [State] [Zip]

in consideration for allowing me to rent a Golf Cart

HEREBY:

1. Understand and acknowledge that operating a Golf Cart involves risks that may cause serious injury and in some cases death.
2. Agree that all drivers will be 18 years of age or older with a valid driver's license.
3. Agree to always operate the golf cart in a safe manner.
4. Agree to not operate golf cart during Quiet Hours of 11 p.m. to 8 a.m.
5. Agree to pay a late fee charge of \$25 per half hour if golf cart is returned past the return time.
6. Agree to pay for all costs and expenses for the loss of, or any damage to the golf cart or property while it is rented, including reasonable attorney's fee incurred by Releasees in collecting amounts I owe for such loss or damage.
7. Acknowledge that I assume the risk of operating the Golf Cart pursuant to the laws of the State of Indiana.
8. Understand and acknowledge and willingly assume and accept full responsibility for all risk arising out of the use of the Golf Cart.
9. Release, discharge and promise not to sue Releasees for any loss, damage, injury (including death) arising out of the use of the rented Golf Cart provided by Releasees.
10. Release the Releasees from any claim of negligence in connection with the Golf Cart rental.

11. Indemnify, and save and hold harmless Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with the rental of the Golf Cart.
12. Expressly agree that this Release and Assumption of Risk and Indemnity Agreement is governed by the laws of the State of Indiana and is intended to be as broad and inclusive as is permitted by law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
13. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Releasees for any injury or damage in breach of this contract, I will pay all attorneys' fees and costs incurred by the Releasees in defending such an action.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR GOLF CART RENTAL in its entirety. I understand this Agreement is a promise not to sue ABCR KM, LLC., its owners, partners, representatives, employees and agents, and to release the Releasees from all claims. I have made a free and deliberate choice to sign this Agreement as a condition to the Releasees allowing me to rent a Golf Cart.

Date

SIGNATURE