

# *Ocean Hills Country Club Homeowners Association*

## LIABILITY WAIVER FOR USE OF MOTORIZED CART (INCLUDES ASSUMPTION OF RISK, RELEASE FROM LIABILITY AND INDEMNIFICATION AGREEMENTS)

WARNING: THIS IS A BINDING AGREEMENT THAT HAS IMPORTANT LEGAL CONSEQUENCES. READ THE ENTIRE AGREEMENT BEFORE SIGNING. THIS AGREEMENT IS EFFECTIVE AND BINDING ON EACH SIGNER - TWO SIGNATURES ARE NOT REQUIRED.

I, \_\_\_\_\_, wish to use a motorized, single-rider cart on the Ocean Hills Country Club golf course ("Course") in accordance with the Ocean Hills Country Club Homeowners Association ("Association") governing documents. I agree that my use of a cart on the Course and my related use of Association common area, such as for traveling to/from, entering, exiting and waiting to play golf, is voluntary. As a condition of the Association's permitting my cart use, I hereby further agree as follows:

1. **Knowledge of Hazards.** I hereby acknowledge that my use of the Association's Course and my related use of the Association's common area all give rise to risks of bodily injury to myself and of other hazards, and I knowingly and voluntarily assume the risk of the same. I hereby acknowledge that I have inspected the Association's common area and, in particular, the areas that will be used for my operation of my cart, and I am satisfied that the same are safe and appropriate for my use.
2. **Release from Liability.** I hereby fully RELEASE, WAIVE and DISCHARGE the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, contractors, insurers, attorneys, successors and assigns (hereinafter collectively referred to as "Association"), FROM ANY AND ALL LIABILITY based on, arising out of or occurring in connection with my use of my cart on the Association's Course and/or my related use of the Association's common area.

For purposes of this Agreement, the term LIABILITY shall refer to and include all past, present or future claims, damages, actions and causes of action, of whatever kind or nature, including, but not limited to, claims based on the active or passive negligence of the Association and/or wrongful death and other claims that may be filed by myself or others.

3. **Indemnity.** I hereby agree to INDEMNIFY and HOLD HARMLESS the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, contractors, insurers, attorneys, successors and assigns, FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, ATTORNEYS' FEES AND ANY OTHER EXPENSES based on, arising out of or in connection with my use of a cart on the Association's Course or related use of any of the Association's common areas.

4. **Ability.** I further certify that I am competent and capable of using a cart on the Association's Course and common areas safely. I have consulted my physician and confirmed my health permits me to use a cart and to play golf.
5. **Operation and Inspection of Cart.** I acknowledge that I am solely responsible for selecting my cart and that the Association does not inspect or approve my cart for suitability or safety purposes. The Association's approval of any cart is limited to the Association's interest in minimizing or reducing the damage and/or adverse impact the cart may have on the Association's Course.
6. **Responsibility for Cart.** I agree I am solely responsible for ensuring the safety and suitability of my cart.
7. **Assumption of Risk.** I understand my use of the Association's Course, my use of a cart thereon or on any Association common area is **AT MY OWN RISK.**
8. **Rules.** I certify that I have read, and will read, and hereby agree to abide by all Association rules related to cart use as have been, and as may be, published in the future by the Association.

**I HAVE CAREFULLY READ AND HEREBY AGREE TO ALL THE PROVISIONS ABOVE.**

Dated \_\_\_\_\_

\_\_\_\_\_  
*User's Signature*

\_\_\_\_\_  
*User's Name (Printed)*

9. **Resident's Indemnification Against Any Claims by Guests or Co-Residents.** I hereby agree to INDEMNIFY and HOLD HARMLESS the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, contractors, insurers, attorneys, successors and assigns, FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, ATTORNEYS' FEES AND ANY OTHER EXPENSES brought by, made on behalf of, based on, or arising out of or in connection with my guest(s) and/or co-resident(s) who may use a cart on the Association's Course or make any related use of the Association's common area.

**I HAVE CAREFULLY READ AND HEREBY AGREE TO ALL THE PROVISIONS ABOVE, INCLUDING, THE PARAGRAPHS NUMBERED 1 THROUGH 9.**

Dated \_\_\_\_\_

\_\_\_\_\_  
*Ocean Hills Country Club Resident Signature*

\_\_\_\_\_  
*Name Printed*

\_\_\_\_\_  
*Ocean Hills Country Club Address*