

# The Ridge Golf Club

## Golf Cart Use Agreement and Liability Waiver

Date:
Time:
Cart #:

**Use Agreement:** In operating and riding in the golf carts owned by The Ridge Golf, LLC, I hereby agree to take every reasonable precaution to protect the safety of the vehicle, the golf course, myself, and my passengers. Said precautions include, but are not limited to, the following:

1. I agree that I am 16 years or older with a valid drivers' license.
2. I will read and abide by the operating instructions located on the steering wheel of the vehicle.
3. I will operate the vehicle at a slow to moderate speed.
4. I will never drive the cart within forty (40) feet of the tees or the greens. I will make every effort to remain on any cart path that is apparent.
5. I will take care to avoid any areas of the course and its surrounding areas that appear to be steep, slippery, obstructed, or unsafe in any way.
6. I will always use caution to avoid colliding with another cart, a person, or any man-made or natural fixture on the course.
7. I will take care to place my belongings in the cart carefully to avoid any unnecessary wear and tear on the vehicle.
8. I will make certain that my passengers and I are completely and securely seated in the cart before operating the vehicle.
9. Upon completion of my round, I will promptly return the cart to the area indicated by The Ridge Golf Club staff, and I will return the vehicle's key to the clubhouse front desk.

I assume legal and financial liability for any damage to the golf cart, the golf course, myself, my passengers, my equipment, other carts, other people, and course fixtures that may result from my use of a golf cart owned by The Ridge Golf, LLC.

**Waiver:** I hereby release, waive, discharge, and covenant not to sue The Ridge Golf, LLC, it's officers, employees, and agents from any and all claims, including the negligence of The Ridge Golf, LLC, resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to use of golf carts owned by The Ridge Golf, LLC.

**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 used to avoid injuries. The specific risks vary from one activity to another, from one facility/location to another, from one individual to another but the risks of driving, riding, or using said equipment 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 use of golf carts. I hereby assert that my use of golf carts owned by The Ridge Golf, LLC is voluntary and I knowingly assume all risks associated with using the equipment.

**Severability:** I expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. 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.

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Print Name

Signature

Date

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Print Name

Signature

Date