

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Hometown Golf Cart Rentals, LLC., their agents, owners, officers, volunteers, personnel, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HGCR"), I hereby agree to release, indemnify, and discharge HGCR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in golf cart activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slip & falls; collision with fixed objects or people; exposure to the elements could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; equipment failure or operator error; accidents involving other vehicles; falls from the cart; the negligence of other operators of vehicles or myself; transmissible pathogen or disease; weather conditions; my own physical condition; contact with animals or insects; all of which could result in musculoskeletal or other injuries including head, neck, and back injuries.

Furthermore, HGCR personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear my seat belt while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HGCR from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of HGCR's equipment or facilities, **including any such claims which allege negligent acts or omissions of HGCR.**
4. Should HGCR or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against HGCR, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against HGCR on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at HGCR. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ DOB \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

**Hometown Golf Cart Rentals, LLC.  
PERPETUAL WAIVER AND RELEASE  
(VALID FOR EACH AND EVERY DATE OF PARTICIPATION)**

We want you to have a great experience with us. However, for your protection and ours, you must read and agree to the provisions below before you are authorized to use our facilities and/or services. The different activities that are offered entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. If you are unable or unwilling to sign this Waiver and Release, you are welcome to enjoy yourself by watching others, but we cannot allow you to personally participate in any of our activities or actively use our facilities and/or services.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF Hometown Golf Cart Rentals, LLC. USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM Hometown Golf Cart Rentals, LLC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND Hometown Golf Cart Rentals, LLC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

\_\_\_\_\_ (PRINT YOUR NAME) has read this Waiver and Release and agrees as follows:

1. I recognize and agree that: all risks can never be eliminated, and participating in the activities at **Hometown Golf Cart Rentals, LLC.** involves inherent danger and potential risk of both minor and serious, temporary and permanent, bodily injury of any and all kinds, both caused by me and/or by others. In signing this release, I assume all risk for, and financial cost of, any and all injuries, and/or any damage, to my child/children.
2. On behalf of my minor child/children I fully, and forever waive, release and discharge **Hometown Golf Cart Rentals, LLC.** and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, affiliated entities, and all other persons, firms, corporations, associations or partnerships claiming by or through them, from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, and exemplary), liability or obligations of any nature or kind, whether known at the time or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with me or my child's activities with or at **Hometown Golf Cart Rentals, LLC.** including claims involving their own negligence.
3. I agree to indemnify and hold harmless **Hometown Golf Cart Rentals, LLC.** and its individual managers, directors, officers, agents, employees, volunteers, representatives, affiliated entities, and all other

persons, corporations, or partnerships claiming by or through them, from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or judgments directly or indirectly arising out of, or relating to, my child's/children's participation in any activities at **Hometown Golf Cart Rentals, LLC.**, including for claims alleging **Hometown Golf Cart Rentals, LLC.** own negligence.

- 4. I understand that this agreement extends forever into the future and will have full force and legal effect each and every time my child/children visit **Hometown Golf Cart Rentals, LLC.** whether at the current location or any other location or facility.

**I have read the Hometown Golf Cart Rentals, LLC. Waiver and Release from any Claim of Responsibility or Damage and agree to all conditions.**

Parent Name/Legal Guardian (Print): \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature \_\_\_\_\_ Today's date \_\_\_\_\_ (MM/DD/YY)

**NAMES AND BIRTHDATES OF ALL CHILDREN UNDER 18 to be included with your signature**

MINOR NAME #1 \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ RELATION \_\_\_\_\_  
First name, Last name mm/dd/yy

MINOR NAME #2 \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ RELATION \_\_\_\_\_  
First name, Last name mm/dd/yy

MINOR NAME #3 \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ RELATION \_\_\_\_\_  
First name, Last name mm/dd/yy

MINOR NAME #4 \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ RELATION \_\_\_\_\_  
First name, Last name mm/dd/yy