

PERSONAL GOLF CART WAIVER AND RELEASE OF LIABILITY AGREEMENT

This Waiver and Release of Liability Agreement (hereinafter referred to as "Agreement") is entered into by _____ because I desire to operate and possess a motorized four-wheel cart (hereinafter referred to as "Golf Cart") on, in and around the Warren Willis United Methodist Camp and Conference Center Fruitland Park, Florida (hereinafter "Premises"), during the Month(s) of _____ to _____. With full knowledge, understanding, and appreciation of the risks, and in consideration of the ability to operate and possess the Golf Cart on the Premises, and for other good and valuable consideration, I hereby acknowledge and agree as follows:

1. Assumption of the Risk: I acknowledge that operating and possessing a Golf Cart on the Premises subjects me to known and unanticipated risks, which could result in physical or emotional injury, paralysis or permanent disability, death, and/or property damage. Such risks include, but are not limited to: scrapes, bruises, musculoskeletal injuries, and broken bones; strains, sprains, and overuse injuries; concussions and other injuries or death caused by the negligence on the part of myself and/or other people around me; injuries or death caused by improper use or failure of equipment; medical conditions resulting from any activity; and damaged clothing or other property. I understand that such risks may be unavoidable and simply cannot be eliminated, despite the use of safety equipment. I further understand that the above list is not inclusive of all possible risks to which I will be subject by operating and possessing a Golf Cart on the Premises, and that the above list in no way limits the extent or reach of this Agreement or any provision of this Agreement. I voluntarily accept and assume all of the risks, known and unknown, that are associated with the operation and possession of a Golf Cart on the Premises, including those caused by the negligence of guests, employees, or agents, including, but not limited to, risk of injury, paralysis, and death. I voluntarily assume all such risks with full knowledge, understanding, and appreciation of the risks involved.

Initials: _____

2. I agree that my operation and possession of the Golf Cart on the Premises shall be undertaken at my sole risk. My operation and possession of the Golf Cart on the premises is purely voluntary and I elect to operate and possess a Golf Cart on the Premises despite the risks.

Initials: _____

3. Indemnification: I agree to indemnify and hold absolutely harmless Warren Willis United Methodist Camp and Conference Center for any and all injuries or damages to any individual or guest, including, without limitation, those injuries or damages resulting from acts of active or passive negligence on the part of Warren Willis United Methodist Camp and Conference Center employees, or agents; those injuries or damages resulting from acts of active or passive negligence on the part of another individual or guest of the Warren Willis United Methodist Camp and Conference Center; and those injuries or damages resulting from the individual's or guest's own negligence, as it applies to my operation and/or possession of the Golf Cart. I agree

to be fully liable to the Warren Willis United Methodist Camp and Conference Center for any and all such injuries or damages.

Initials: _____

4. Miscellaneous I represent that I have no medical or physical condition(s) which could interfere with my safety or others' safety during use of the Golf Cart, including, but not limited to, asthma, diabetes, epilepsy, or heart problems, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition(s).

Initials _____

5. I represent that I have the necessary skill and fitness level to safely operate and possess a Golf Cart, and I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by the lack of such skill or fitness level.

Initials _____

6. I represent that I have adequate insurance or other assets and money to cover any injury or damage I may suffer or cause while operating or possessing the Golf Cart, and I agree to bear the costs of such injury or damage myself.

Initials _____

7. I fully understand that the Warren Willis United Methodist Camp and Conference Center, employees, and agents are not physicians or medical practitioners of any kind. With this understanding, I hereby consent to and release the Warren Willis United Methodist Camp and Conference Center employees and agents to render necessary first aid care and/or to solicit emergency medical services, including emergency medical transportation to the nearest medical facility for additional medical treatment, as deemed necessary.

Initials _____

8. I fully understand and agree to follow and adhere to the Golf Cart Rules and Regulations attached.

Initials _____

9. I affirm that this Agreement supersedes any and all previous oral or written promises or agreements, relative to my operation and use of a Golf Cart on the Premises. By signing this Agreement, I acknowledge and agree that I am relieving the Warren Willis United Methodist Camp and Conference Center and its successors, assignees, officers, employees, and agents of any and all liability for any loss, damage, injury, or death resulting, in any way, from my use of the Golf Cart and that I am waiving my right to maintain a lawsuit against the Warren Willis United Methodist Camp and Conference Center or any of their successors, assignees, officers, employees, or agents on the basis of any claim. I further acknowledge that I have had sufficient

time to read this entire Agreement and, should I choose to do so, consult with legal counsel prior to signing this Agreement. I also understand that I may not be able to operate and/or possess a Golf Cart on the Premises if I were to choose not to sign this Agreement, and I agree that the opportunity to operate and possess the Golf Cart in return for the execution of this Agreement is reasonable. I have carefully read this Agreement and understand that the terms of this Agreement are legally binding upon me and upon my heirs, representatives, executors, administrators, and assignees.

I am signing this Agreement of my own free will, after having carefully read it.

Signature _____ Initials _____

Print Name _____ Date: _____

Staff Initials _____

Below is a list of Golf Cart Rules and regulations that need to be followed:

1. You must have a signed golf cart waiver and release of liability agreement on file with the office before using the golf cart on property.
2. You must have attended the Warren Willis United Methodist Camp and Conference Center Golf cart safety training class and been certified.
3. You must have a RV Site and only one golf cart per site is allowed.
4. The golf cart must have lights if driving at night and a manufactured standard exhaust if equipped. It is recommended that you have a horn.
5. The driver on the golf cart must be at least 18 years of age with a valid driver's license.
6. Speed limit signs are posted on the premises. The speed limit is 10 miles per hour.
7. The maximum number of persons that may ride on a golf cart will not exceed the manufactures specifications.
8. All riders on a golf cart must remain seated.
9. The operation of a golf cart while under the influence of alcohol or drugs is prohibited by state law. No person shall possess or consume alcohol or drugs while operating a golf cart on property.
10. Careless driving or behavior that endangers or would likely endanger any person or property will not be tolerated.

ANY VIOLATION OF THE ABOVE RULES WILL RESULT IN LOSING YOUR GOLF CART PRIVILEGES. THE DECISION AND THE DURATION OF LOST PRIVILEGES WILL BE DETERMINED BY THE OPERATIONS MANAGER AND CAMP DIRECTOR.