



**SINGLE RIDER GOLF CART RENTAL AGREEMENT & WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT “Golf Cart Waiver” & Request for Family members living in the same household to share a cart.**

I, \_\_\_\_\_ am renting a renting a golf cart from FENTON FARMS  
Print name above GOLF CLUB.

I have booked & paid for my tee-time on-line and have reserved the \_\_\_\_\_ Tee time on \_\_\_\_\_  
(time) (date)

**THE OPERATOR OF THIS GOLF CART MUST FOLLOW ALL ON COURSE CART SIGNAGE. THE GOLF CART IS NOT ALLOW BEHIND ROPES. IT MUST STAY AT LEAST 30 FEET AWAY FROM ANY TEE OR GREEN. IT IS NOT ALLOWED IN THE SAND TRAPS. ANY VIOLATION OF THIS POLICY WILL RESULT IN IMMEDIATE REMOVAL FROM THE COURSE WITHOUT REFUND.**

**SINGLE RIDER CARTS ARE AVAILABLE FOR RENTAL from 8:00am to 10:30 am daily, they may be rented after 10:30am subject to availability. THE RENTAL FEE IS \$15 per rental for up to 5 hours of usage for 18 hole or \$10.00 2.5 hours for 9 holes.**

1. All cart operators MUST have a valid driver’s license and proof of insurance.
2. Vehicles shall not be operated in a manner that may endanger passenger or other individuals (e.g., pedestrians), or harm property.

**3. A SINGLE RIDER CART MEANS No more than 1 persons and 1 golf bags shall be in the said cart at any one time. Unless a waiver and affidavit of Family living in the same household is signed.**

4. Persons are not permitted to ride on the back of a golf cart for any reason.
5. NO SKIDDING, SLIDING, CRASHING or otherwise reckless driving. Violators will be removed with out refund and billed for damages
6. Do not remove the golf cart from the property.
7. Note that the car has forward, reverse and neutral gears. When in reverse, you should hear a backing horn (buzzing sound).
8. I AGREE TO ACCEPT RESPONSIBILITY & PAY FOR ANY DAMAGES TO THE CART, OR OTHER PROPERTY AS A RESULT OF MY OPERATION OF THIS CART.

9. I AGREE TO MAINTAIN SOCIAL DISTANCING of 6 feet apart when on property, I realize the use of a face covering will be required to use the restroom in the clubhouse.

**Affidavit of Family living in the same house hold.** I am requesting to allow 2 player per cart. I will be playing with my family member living in the same household, (Spouse, domestic partner, father, mother, daughter) . Myself and my family members are currently symptom free and wish to share the same cart. This double rider cart waiver will allow a domestic couple or father / mother to share a cart with their son or daughter living in the same household and releases Fenton Farms Golf club of liability.

Family member 1 name \_\_\_\_\_

Family member 2 Name \_\_\_\_\_

I hereby agree to the terms of the rental and certify that above is true and factual

SIGNATURE \_\_\_\_\_

DATE : \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

LEASE AGREEMENT The Lessee agrees to abide by all of the above Rules and Regulations. The above numbered Cart is hereby leased by the Club to the Lessee for the number of holes of play on the date indicated above. If Lessee retains the said property after expiration thereof, such retention shall be construed as additional rental at the same rate of rental, and under the same terms and conditions as originally contained in this agreement. Lessee represents that he is familiar with the use and operation of said property. Lessee agrees to keep said property in Lessee's custody and not to sublease or re-rent the same. Lessee agrees to keep said property in the same condition as when received. It is expressly understood and agree that no right of action whatsoever shall accrue to the Lessee for damages of any kind whatsoever, whether to person and/or property, and/or for loss of time and/or other loss of damage, arising from the use of, operation of, or in any way connected with the said property of any part thereof, from whatever cause arising. Lessee agrees to hold all parties free and harmless from all such damage. Lessee expressly acknowledges personal liability to pay Lessor costs to repair all damages to said property and Lessor's costs including attorney fees incurred in collection of payments due from Lessee hereunder. The full agreement between the Lessor and Lessee is contained herein, and time is made of the essence of this agreement. The receipt of all above described property, in good order and repair is hereby acknowledged by Lessee.

WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT "Golf Cart Waiver" I,

\_\_\_\_\_ ("Renter"), agree that in consideration of being permitted to use FENTON FARMS GOLF CLUBS's ("Owner") golf cart ("Cart") located at 12312 Torrey Road, Fenton Michigan do hereby release, waive, discharge and covenant not to sue Owner, its members, officers, employees and agents from liability from any and all claims, including the negligence of Owner, resulting in personal injury, accidents or illnesses, including death, and property loss arising from use of the Cart. 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 taken to avoid injuries. The specific risks vary from one activity to another, from one location to another, from one individual to another, but the risks of driving, riding or using a golf cart 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 my use of said Cart and further agree that I am the ultimate judge as to whether I can use the Cart without risk of harm to myself and others. Indemnification and Hold Harmless: I also agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the Owner, its members, officers, employees and agents, from and against any and all claims, demands, actions or causes of actions, for costs, attorney's fees, expenses or damages to personal property, or personal injury, or death, which may result from any use of the Cart. Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the State of South Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Users: I understand and agree that only adults (18) years of age or older that sign this agreement and hold a valid state Driver's License shall be allowed to operate the Cart. Furthermore, I understand that I must observe all state and local traffic laws. 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 the Owner, its members, officers, employees and agents. I also understand that this agreement binds my heirs, executors, personal representatives, attorneys-of-law, attorneys-in-fact, administrators and assigns, as well as myself. 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. I hereby assert that my use of said Cart is voluntary and that I knowingly assume all such risks incident to using said Cart. FURTHERMORE, I REPRESENT THAT I AM FAMILIAR WITH THE OPERATION AND USE OF SUCH GOLF CART, THAT I HAVE READ THE RULES AND INSTRUCTIONS CONTAINED HEREIN, AND THAT I AM CAPABLE OF OPERATING THE GOLF CART SAFELY AND IN ACCORDANCE WITH SAID RULES AND INSTRUCTIONS.

I HAVE READ UNDERSTAND AND AGREE TO THE TERMS OF THIS RENTAL AGREEMENT.

I AGREE TO MAINTAIN SOCIAL DISTANCING WHILE GOLFING AND WILL NOT INVITE OTHERS TO RIDE OR SIT IN THE CART WHILE PLAYING.

OPERATORS name : \_\_\_\_\_

OPERATORS

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_