



LOSS CONTROL BULLETIN

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GOLF CART HOLD HARMLESS AGREEMENT #101

TO: ALL MEMBERS THAT USE CLUB OWNED GOLF CARTS ON CLUB PREMISES.

FROM: THE BOARD OF GOVERNORS

Dear Member:

Please be advised that all Club Members are required to execute this form as a condition precedent to his exercising his privilege to rent or use a Club-owned Golf Cart.

Please be further advised that:

1. Each person, including, but not limited to, the Member, a member of the Member's family or a Member's guest, who operates a Club-owned Golf Cart must have a valid driver's license.
2. Each person who operates a Club-owned Golf Cart does so at his own risk and hereby acknowledges that [INSERT THE NAME OF CLUB] disclaims any responsibility or liability for the operation or use of such Club-owned Golf Cart while it is being operated by such person.
3. Each person who operates a Club-owned Golf Cart hereby acknowledges that he is responsible for any personal or bodily injury or property damage, including, but not limited to, injury to himself or third parties and physical damage to the cart itself, caused by, relating to, or arising out of his operation of the Club-owned Golf Cart.
4. Each person who operates a Club-owned Golf Cart hereby agrees that he will hold harmless and indemnify [INSERT THE NAME OF CLUB] against all liability, damages, loss, cost and/or expenses caused by, relating to, or arising out of his operation of the Club-owned Golf Cart.

5. Each member will use best effort to insure that any other person, including, family members or guests, who may rent or use a Club-owned Golf Cart execute a copy of this letter agreement before doing so.

By executing and returning or submitting a copy of this Letter of Agreement to [INSERT THE NAME OF CLUB] or one of its officers, Governors, employees or agents, you acknowledge that you have read and understand the forgoing and agree to hold [INSERT THE NAME OF CLUB] harmless from all liabilities caused by, relating to, or arising out of your operation of the Club-Owned Golf Cart and further agree to indemnify [INSERT NAME OF CLUB] for any liability, damage, loss, cost and/or expense resulting there from.

The Club will keep the original of this Letter of Agreement on file. A copy of the same will be available to Member upon request.

Blank copies of this Letter of Agreement will be available at the Club's Golf Cart renting facility.

I have read, understood, and agree to the forgoing terms and conditions.

Signature: _____ Witness: _____

Club Account #: _____ Date: _____

Date: _____