

Further, I/We hereby assume all risks inherent in the use of the golf carts and agree to fully indemnify, defend and hold harmless ISLAND GOLF CART RENTALS OF FOLLY BEACH, LLC AND THE OWNER(S) OF THE RENTAL PROPERTY, THEIR SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE MANAGERS, MEMEBERS, OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AND AGENTS (COLLECTIVELY, "INDEMNIFIED PARTIES") from and against an and all claims, counterclaims, demands, judgements, suits, actions, legal or administrative investigations or proceedings, liabilities, damages, losses, and costs and expenses whatsoever (including reasonable legal fees and disbursements), arising out of any personal injury, death or damage to property which may be sustained or may hereafter be sustained in connection with the use of the golf carts, including, but not limited to those arising out of or resulting from claims, demands, or actions by third parties based upon the golf cart user's negligence or intentional acts or its failure to comply with applicable law, including without limitation personal injury and property damage claims.

To the fullest extent permitted by law, I/We hereby (a) waive any and all claims (present, future, fixed and contingent) and associated damages, losses and liabilities against the Indemnified Parties arising out of or relating to the use of the golf carts and (b) release the Indemnified Parties from every such claim, damage, loss and liability. In no event shall the Indemnified Parties be liable for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this the use of the golf carts by any person, regardless of the theory of recovery. Further, I/We covenant that I/We will not sue or make a claim against the Indemnified Parties in the event of any claim, damage, loss or liability.

I hereby acknowledge acceptance of the terms of this agreement, waiver and release this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Sign: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ISLAND GOLF CART RENTALS OF FOLLY BEACH, LLC \_\_\_\_\_

NAME/TITLE

**RULES:**

- \_\_\_\_\_ No driving on Center St. or the beach
- \_\_\_\_\_ No driving at night
- \_\_\_\_\_ You must be 18yrs old with a valid driver's license to drive a cart
- \_\_\_\_\_ No more than 4 people on a 4passenger cart and no more than 6 people on a 6passenger cart
- \_\_\_\_\_ Do not standup on the rear if cart is moving
- \_\_\_\_\_ Do not tamper with speed of cart in anyway (you will be charged a \$75 reset fee)

**PARKING:**

- \_\_\_\_\_ Do not park within 20ft from a stop in any direction
- \_\_\_\_\_ Keep all tires off the pavement
- \_\_\_\_\_ You must pay if parking in a numbered spot
- \_\_\_\_\_ Parallel parking only