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Please submit completed form to:

info@rivercrestmarina.us

Credit card required with reservation

**GOLF CART RENTAL AGREEMENT & WAIVER OF LIABILITY**

**GOLF CART PICK-UP AND DROP-OFF LOCATION: Rivercrest Marina, 1211 Hatteras Way, Madison, IN 47250**

RENTER NAME: 

 HOME ADDRESS: 

 CITY:  STATE:  ZIP: 

EMAIL: 

PHONE: (Home)  (Cell) 

 DRIVER’S LICENSE #:  STATE ISSUED: 

 INSURANCE CO: POLICY #: PHONE:

 REQUESTED DATE(S): FROM  TO 
 ESTIMATED PICK UP TIME:  ESTIMATED DROP OFF TIME: 

**GOLF CARTS ARE RENTED BY THE DAY. CARTS KEPT OVERNIGHT ARE TO BE**

**RETURNED BY 10AM NEXT DAY OR ADDITIONAL DAY’S CHARGE WILL INCUR.**

**ADVANCE RENTAL DEPOSIT:**  Credit card is required in advance for reservation.

Cancellation must be made 7 days prior to rental date for refund.

 **TO BE COMPLETED BY MARINA**

RENTAL CHARGE:  CART NUMBER: 

**RULES AND REGULATIONS**

1. All cart operators MUST be at least 21 years of age and have a valid driver's license and proof of insurance.
2. Renters are responsible for the safety of all passengers in the cart. Vehicles shall not be operated in a manner that may endanger passengers or other individuals (e.g., pedestrians), or harm property.
3. No more than 4 persons shall be in golf cart at any one time.
4. Familiarize yourself with and observe all traffic rules:
	* Lights must be turned on after sunset.
	* No driving on state roads which includes Main Street and Hwy 421.
	* Rental carts cannot be parked in fire lane or no-parking lane.
5. Please take the key out of the cart when not in use and ensure ignition is in off position.
6. Park the golf cart on a level and steady ground.
7. Note that the cart has forward, reverse and neutral gears. When in reverse, you should hear a backing horn (buzzing sound).
8. Please contact Shorty with any questions about the operation of the golf cart. 812.273.9080
9. There will be a monetary charge for a missing key that is not returned to Rivercrest Marina.
10. Carts are to be returned in clean condition.
11. Late returns will be charged \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for each hour late.
12. In the event the cart is damaged during the rental period, an estimated repair cost will be charged to your credit card.

 **RENTER’S INITIALS OF ACCEPTANCE **

**(Page Two, GOLF CART RENTAL AGREEMENT AND WAIVER OF LIABILITY)**

The Lessee agrees to abide by all of the above Rules and Regulations. The above numbered Cart is hereby leased by Rivercrest Marina to the Lessee on the date indicated above. If Lessee retains the said property after expiration thereof, such retention shall be construed as additional rental and incurred costs set by Marina, 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 responsibility of said property while under agreement dates.

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 Rivercrest Marina, it’s owners, and affiliates 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 Rivercrest Marina's ("Owner") golf cart ("Cart") located at 1211 Hatteras Way, Madison, IN 47250 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 Indiana 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 twenty-one (21) 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 CAN OPERATE THE GOLF CART SAFELY AND IN ACCORDANCE WTH SAID RULES AND INSTRUCTIONS.

**RENTER SIGNATURE DATE**