

# Island Carts, LLC

## WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

### I. DISCLAIMER

I/WE ACKNOWLEDGE THAT ONE MUST BE AT LEAST 21 YEARS OF AGE TO RENT ANY GOLF CART FROM ISLAND CARTS, LLC AND FURTHER THAT NO ONE UNDER THE AGE OF 21 SHALL OPERATE ANY GOLF CART AT ANY TIME WHILE SUBJECT TO THIS RENTAL. I/WE ACKNOWLEDGE THAT THE SIGNATURES BELOW REFLECT THOSE INDIVIDUALS WHO ARE OVER THE AGE OF 21 YEARS THAT WILL BE OPERATING THE GOLF CART DURING THIS RENTAL AGREEMENT. THE UNDERSIGNED ACKNOWLEDGE THEY WILL NOT ALLOW ANY OTHER PERSON TO OPERATE THE VEHICLE AND WILL PROTECT ACCESS TO THIS CART TO PREVENT ALL OTHERS INCLUDING BUT NOT LIMITED TO PERSONS LESS THAN 21 YEARS OF AGE FROM OPERATING THIS CART.

THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (HEREINAFTER THE "RENTAL AGREEMENT") IS APPLICABLE TO ALL RENTERS, OPERATORS, PASSENGERS, AND ANY OTHER USERS OF GOLF CART AND ACCESSORIES (HEREINAFTER COLLECTIVELY THE "GOLF CART") PROVIDED BY ISLAND CARTS, LLC, A ALABAMA LIMITED LIABILITY COMPANY (HEREINAFTER "ISLAND CARTS") AS WELL AS ANY OTHER AFFILIATED ENTITIES OR INDIVIDUALS THEREUNDER. FOR PURPOSES OF THIS RENTAL AGREEMENT, THE TERM "ISLAND CARTS" SHALL INCLUDE ALL MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ASSIGNS, SUCCESSORS, INSURERS AND SUBSIDIARIES OF ISLAND CARTS. YOU AGREE THAT YOU ARE ALSO SIGNING THIS RENTAL AGREEMENT ON BEHALF OF ANY MINOR CHILDREN FOR WHOM YOU ARE THE PARENT, GUARDIAN, OR WHOM YOU ARE OTHERWISE RESPONSIBLE FOR THE CARE, CUSTODY OR CONTROL. YOU AGREE THAT YOU WILL DISCLOSE TO ISLAND CARTS ALL POTENTIAL RENTERS, OPERATORS, PASSENGERS AND USERS OF THE GOLF CART. YOU FURTHER AGREE THAT IN THE EVENT THAT YOU FAIL TO NOTIFY ISLAND CARTS OF ALL POTENTIAL RENTERS, OPERATORS, PASSENGERS OR USERS OF SUCH GOLF CART, YOU WILL BE PERSONALLY LIABLE FOR ANY INJURIES OR DAMAGES TO THE UNDISCLOSED INDIVIDUALS, EVEN IF SUCH DAMAGES ARISE OUT OF THE GROSS NEGLIGENCE OF ISLAND CARTS, LLC.

### II. EXPRESS ASSUMPTION OF RISK-CAUTION!! **READ BEFORE SIGNING**

I/WE ACKNOWLEDGE THAT THE RENTAL, OPERATION OR USE OF A GOLF CART HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY, DEATH OR PROPERTY LOSS OR DAMAGE. I/WE FURTHER UNDERSTAND THAT I/WE AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES RELATING TO THE RENTAL, OPERATION AND USE OF THE GOLF CART, BUT I/WE HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE IN SUCH ACTIVITIES. I/WE REALIZE THAT I/WE AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES RELATING TO THE RENTAL, OPERATION AND USE OF THE GOLF CART INCLUDING THOSE ACTIVITIES I FEEL UNCOMFORTABLE WITH OR WHICH I/WE DETERMINE CANNOT BE COMPLETED SAFELY BY ME. I/WE KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RENTAL, OPERATION OR USE OF THE GOLF CART OR ASSOCIATED RENTAL EQUIPMENT, EVEN IF ARISING FROM THE NEGLIGENCE OR OMISSION OF ISLAND CARTS AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE RENTAL, OPERATION AND USE OF THE GOLF CART.

### III. RELEASE /COVENANT NOT TO SUE - **CAUTION!! READ BEFORE SIGNING**

I/WE HEREBY RELEASE AND HOLD HARMLESS ISLAND CARTS FROM ALL LIABILITY, CLAIMS, DEMANDS, LAWSUITS, ARBITRATIONS OR CAUSES OF ACTION FOR ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO ANY PERSON OR PROPERTY SUSTAINED BY ME AND/OR ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR WHOM I/WE AM OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF ISLAND CARTS OR OTHERWISE. THIS INCLUDES ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON THE GOLF CART OR ANY OF THE RENTAL EQUIPMENT USED, OR ANY FAILURE ON THE PART OF ISLAND CARTS TO PROPERLY INSTRUCT, SUPERVISE OR TRAIN ME ON THE OPERATION OF THE GOLF CART. AS PART OF THE CONSIDERATION FOR USING THE GOLF CART, I PROMISE NOT TO FILE A LAWSUIT OR OTHER PROCEEDING OR MAKE A CLAIM AGAINST ISLAND CARTS FOR ANY DEATH, ILLNESS, INJURIES, OR DAMAGE OR LOSS TO PERSONS OR PROPERTY SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL, OPERATION AND USAGE OF THE GOLF CART. IT IS THE INTENT OF THIS RENTAL AGREEMENT TO FULLY AND COMPLETELY RELEASE ISLAND CARTS FROM ANY AND ALL LAWSUITS, PROCEEDINGS OR CLAIMS OF ANY TYPE WHATSOEVER.

**✓ INDEMNITY / LIABILITY TO THIRD PARTIES - CAUTION!! READ BEFORE SIGNING**

I/WE AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS ISLAND CARTS FOR ALL PERSONAL INJURIES, DEATHS, PROPERTY LOSS OR DAMAGE, OR ANY OTHER DAMAGES TO ANY AND ALL THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, OPERATORS AND PASSENGERS OF OTHER GOLF CART, VEHICLES AND MINOR CHILDREN UNDER MY CUSTODY, CARE, AND CONTROL, AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO MY RENTAL, OPERATION, OR USE OF GOLF CART PROVIDED BY ISLAND CARTS, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF ISLAND CARTS.

**✓ GENERAL TERMS AND CONDITIONS**

I/WE CERTIFY THAT I HAVE RECEIVED ADEQUATE AND PROPER SAFETY AND OPERATIONAL INSTRUCTION FOR THE GOLF CART FROM ISLAND CARTS. I/WE AM CAPABLE IN ALL ASPECTS OF THE HANDLING AND OPERATION OF SUCH GOLF CART AND FOLLOWING ALL SAFETY INSTRUCTIONS PROVIDED BY ISLAND CARTS. I/WE AGREE NOT TO USE, NOR PERMIT THE USE OF THE GOLF CART (A) FOR ANY UNLAWFUL PURPOSE; (B) IN A CARELESS, RECKLESS, OR NEGLIGENT MANNER; (C) WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS; (D) IN VIOLATION OF THE SAFETY INSTRUCTIONS I/WE RECEIVED FROM ISLAND CARTS; OR (E) IN VIOLATION OF THE RENTAL POLICY AND OPERATION PROCEDURES ATTACHED HERETO.

I/WE EXPRESSLY AGREE THAT ISLAND CARTS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO ANY PERSONAL PROPERTY LEFT, STORED OR TRANSPORTED BY ME IN OR UPON THE GOLF CART.

THIS RENTAL AGREEMENT SETS FORTH THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES, AND ALL PREVIOUS DISCUSSIONS, UNDERSTANDINGS, REPRESENTATIONS, NEGOTIATIONS, AND AGREEMENTS WITH RESPECT TO THE MATTERS INCLUDED IN THIS RENTAL AGREEMENT ARE MERGED HEREIN. ADDITIONALLY, THE CONSIDERATION RECITED HEREIN IS THE FULL, COMPLETE AND ENTIRE CONSIDERATION FOR THIS RENTAL AGREEMENT AND THERE IS NO FURTHER CONSIDERATION TO BE PAID BY ANY PARTY TO ANY OTHER PARTY EXCEPT AS RECITED HEREIN.

IF ANY PROVISION OR PART OF THIS RENTAL AGREEMENT SHALL BE DETERMINED TO BE VOID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THE REMAINDER OF THE RENTAL AGREEMENT SHALL REMAIN VALID AND ENFORCEABLE BY ANY PARTY TO THIS RENTAL AGREEMENT.

THIS RENTAL AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF ALABAMA AND VENUE IN BALDWIN COUNTY, ALABAMA. IN THE EVENT ISLAND CARTS PREVAILS IN ANY LITIGATION OR CLAIM RELATING TO THE ENFORCEMENT OF THE PROVISIONS CONTAINED HEREIN, I AGREE TO PAY AND INDEMNIFY ISLAND CARTS FOR ITS LITIGATION EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COURT COSTS.

I/WE EXPRESSLY WARRANT AND REPRESENT THAT BEFORE EXECUTING THIS RENTAL AGREEMENT I/WE HAVE FULLY INFORMED MYSELF OF THE TERMS, CONDITIONS AND EFFECT OF THIS RENTAL AGREEMENT, AND THAT I/WE HAVE RELIED SOLELY ON MY OWN JUDGMENT IN EXECUTING THIS RENTAL AGREEMENT.

I/WE HAVE READ THE TERMS OF THIS RENTAL AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS REGARDING ASSUMPTION OF RISK, RELEASE AND COVENANT NOT TO SUE, AND INDEMNITY, AND I UNDERSTAND THAT I/WE ARE WAIVING SUBSTANTIAL RIGHTS IN CONSIDERATION FOR MY USE OF ISLAND CARTS GOLF CART. I ENTER INTO THIS RENTAL AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

CAUTION!!! READ THE ENTIRE THREE PAGES OF THIS RENTAL AGREEMENT BEFORE SIGNING. THIS RENTAL AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL OF YOUR CLAIMS AGAINST ISLAND CARTS, LLC. SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS ENTIRE RENTAL AGREEMENT AND AGREE TO ITS TERMS AND CONDITIONS.

PLEASE SELECT PAYMENT METHOD:  CREDIT CARD  CASH

NAME:
ADDRESS:
CITY, STATE, ZIP:
TELEPHONE NUMBER (HOME):
TELEPHONE NUMBER (CELL):
DRIVER'S LICENSE NUMBER:
EMAIL ADDRESS:
CREDIT CARD NUMBER W/ EXP:
RENTAL AMOUNT:
DEPOSIT AMOUNT:
ADDITIONAL DRIVERS:

(ALL INFORMATION MUST BE COMPLETED PRIOR TO RENTAL)

**ISLAND CARTS, LLC**  
**RENTAL POLICY & OPERATIONAL PROCEDURES**

- ISLANDCARTS,LLC (HEREINAFTER "ISLANDCARTS") MAY REFUSE, AT ITS SOLE DISCRETION, TO RENT TO PERSONS ISLAND CARTS FEELS ARE NOT QUALIFIED TO OPERATE THE GOLF CART.
- RENTER IS RESPONSIBLE FOR ENTIRE GOLF CART RENTAL RATE ONCE A CREDIT CARD NUMBER IS RECEIVED REGARDLESS OF WHETHER YOU CANCEL OR LEAVE EARLY. DEPOSITS ARE REFUNDED IF NOTICE IS RECEIVED 72 HOURS PRIOR TO SCHEDULED RENTAL PERIOD. ISLAND CARTS, LLC IS NOT RESPONSIBLE FOR RENTER'S INABILITY TO ARRIVE OR IF RENTER CHOOSES TO DEPART EARLY FOR ANY REASON. AS A RESULT, NO REFUNDS WILL BE OFFERED.
- BEFORE LEAVING WITH THE RENTAL GOLF CART, YOU AND AN ISLAND CARTS EMPLOYEE MUST INSPECT THE RENTAL GOLF CART TO IDENTIFY ANY PREEXISTING DAMAGE. UPON YOUR RETURN OF THE RENTAL GOLF CART, YOU AND AN ISLAND CARTS, LLC EMPLOYEE WILL RE-INSPECT THE RENTAL GOLF CART. YOU ARE FULLY RESPONSIBLE TO PAY FOR ANY DAMAGE (OR THE ESTIMATED AMOUNT THEREOF), AND ALL OTHER AMOUNTS DUE HEREUNDER.
- OPERATION OF THE GOLF CART IS NOT ALLOWED AFTER DARK OR ON ANY PUBLIC ROADS. THE LIABILITY INSURANCE OF ISLAND CARTS SPECIFICALLY EXCLUDES LIABILITY COVERAGE ONE HALF HOUR PRIOR TO DUSK AND ONE HALF HOUR AFTER DAWN.
- CART CHARGER NEEDS TO BE KEPT OUT OF THE WEATHER AND OFF OF THE BEACH AT ALL TIMES. IT IS RECOMMENDED THAT THE CHARGER BE LEFT AT THE RESIDENCE WHILE OPERATING CART.
- KEY MUST BE REMOVED FROM CART ANYTIME IT IS LEFT UNATTENDED.
- CHARGER IS "AUTOMATIC" AND WILL SHUT OFF AUTOMATICALLY WHEN CART IS FULLY CHARGED. LARGE GREY END OF CHARGER PLUGS INTO CART AT THE DRIVERS SIDE OF THE CART JUST BELOW THE OPERATOR AND WILL ONLY FIT ONE WAY. THE POWER CORD END REQUIRES 110V SERVICE ONLY WITH A RECOMMENDED 20 AMP CIRCUIT. IT IS YOUR RESPONSIBILITY TO ENSURE THAT RECEPTACLES WITH ADEQUATE POWER ARE AVAILABLE TO CHARGE THE CART.
- SOME OF OUR ELECTRIC CARTS ARE EQUIPPED WITH A BATTERY LIGHT INDICATING WHEN THE BATTERIES ARE GETTING LOW. WHEN THE LIGHT COMES ON, THE CART WILL NEED TO BE PLUGGED INTO THE CHARGER. IT IS RECOMMENDED THE CART IS PLACED ON CHARGE ANYTIME NOT IN USE OR AT A MINIMUM CHARGED EVERY NIGHT REGARDLESS OF THE BATTERY CONDITION. THIS WILL INSURE YOU GET THE MOST OUT OF THE CART FOR THE DURATION OF YOUR RENTAL. KEEP IN MIND, ELECTRIC CARTS **CANNOT AND ARE NOT DESIGNED TO RUN CONTINUOUSLY** WITHOUT CHARGING THE BATTERIES. RUN TIMES WILL DO VARY AND WILL BE SHORTENED IF CART IS DRIVEN IN LOOSE SAND OR WHEN CARRYING 4 PASSENGERS.
- RENTER MUST BE A LICENSED DRIVER WITH INSURANCE COVERAGE.
- NO PETS ARE ALLOWED ON ANY OF THE RENTAL GOLF CART AT ANY TIME.
- A DRIVER'S LICENSE AND CREDIT CARD IS REQUIRED TO RENT A GOLF CART.
- ALL RENTAL GOLF CART MUST BE RETURNED TO THE LOCATION FROM WHICH IT WAS RENTED OR AVAILABLE FOR PICK UP AT THE CONCLUSION OF THE RENTAL PERIOD. LATE RETURNS WILL BE CHARGED \$25.00 FOR EVERY 15 MINUTES PAST AGREED RENTAL RETURN TIME.

PERSONAL GOLF CART (RENTER AND ALL OPERATORS MUST BE AT  
LEAST 21 YEARS OF AGE) MAX OCCUPANCY: (4)  
PASSENGERS WITH A WEIGHT LIMIT OF 900 LBS  
DO NOT DRIVE THE CART ON PUBLIC ROADS OR ANY BEACH  
AREA  
NO RACING OR CONTESTS ALLOWED

CAUTION!! PHYSICAL DAMAGES

BY MY SIGNATURE BELOW, I/WE AGREE THAT I/WE HAVE READ AND FULLY UNDERSTAND THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I/WE HAVE BEEN GIVEN AMPLE TIME TO REVIEW THIS AGREEMENT AND ASK ANY QUESTIONS ASSOCIATED WITH THIS AGREEMENT. THE UNDERSIGNED FURTHER ACKNOWLEDGE AND WARRANTS THAT HE/SHE IS FULLY AWARE THAT HE/SHE IS WAIVING ANY RIGHT HE/SHE MAY HAVE TO BRING LEGAL ACTION TO ASSERT A CLAIM AGAINST THE PARTIES RELEASED BY THIS AGREEMENT. FURTHER I/WE AGREE TO PAY FOR ANY AND ALL REPAIR COSTS AND OTHER PHYSICAL DAMAGES THAT MAY OCCUR TO THE GOLF CART DURING MY RENTAL, OPERATION OR OTHER USE FROM ANY CAUSE WHATSOEVER AS SPECIFICALLY SET FORTH IN EXHIBIT "A" OF THIS RENTAL AGREEMENT.

IN THE EVENT OF DAMAGES TO THE RENTAL GOLF CART, I/WE HEREBY AUTHORIZE ISLAND CARTS, LLC TO CHARGE THE AMOUNT OF SUCH EXCESS DAMAGES TO MY CREDIT CARD LISTED ON PAGE 2 OF THE RENTAL AGREEMENT.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

EXHIBIT "A"

I/WE HEREBY VOLUNTARILY AND OF MY OWN VOLITION GIVE ISLAND CARTS, LLC THE RIGHT TO IMMEDIATELY CHARGE MY CREDIT CARD IN THE EVENT THERE IS ANY DAMAGE TO, ACCIDENT OR INCIDENT OF ANY KIND REGARDING THE RENTED GOLF CART DURING THE RENTAL PERIOD. THIS INCLUDES DAMAGES DONE TO THE RENTAL GOLF CART OR EQUIPMENT AS A RESULT OF BUT NOT LIMITED TO BEACHING, OFF-ROADING, RECKLESS OPERATION, NEGLIGENCE, EQUIPMENT LOSS, OR VIOLATION OF THE RULES. I/WE UNDERSTAND THAT ISLAND CARTS, LLC WILL CONDUCT AN ESTIMATE FOR REPAIRS BY A LICENSED REPAIR COMPANY OF THEIR CHOOSING AND PROVIDE ME WITH A COPY FOR REVIEW. I/WE FURTHER COVENANT AND AGREE NOT TO CHALLENGE THE CHARGE ON MY CREDIT CARD WITH THE BANK OR FINANCIAL INSTITUTION ISSUING MY CARD. I/WE RECOGNIZE THAT ISLAND CARTS, LLC HAS A GOOD FAITH BASIS FOR REQUIRING THIS PROVISION AS IT IS THE ONLY WAY TO PROTECT THEM FROM ME CANCELING MY CREDIT CARD OR CHALLENGING THE CHARGES IN THE EVENT OF DAMAGES TO THE GOLF CART.

ALL DAMAGES DEEMED EXTREME BY ISLAND CARTS, LLC ARE SUBJECT TO INVESTIGATION BY THE BALDWIN SHERIFF'S DEPARTMENT.

SERVICE & DAMAGE ESTIMATE

GUIDE TOW SERVICE IS \$100.00

MECHANICAL SERVICE IS \$55.00/ HOUR + PARTS (THIS INCLUDES MAKING TRIPS TO RETRIEVE CARTS)

FIBERGLASS DAMAGE (ESTIMATE REQUIRED) SCRATCHES  
STRUCTURAL HOLE THROUGH FIBERGLASS SUBSTRUCTURE

MECHANICAL DAMAGE (ESTIMATE REQUIRED) DAMAGED MOTOR  
DAMAGED BATTERIES  
∴ DAMAGE TO  
SUSPENSION

EXTERIOR DAMAGE (ESTIMATE REQUIRED) DAMAGED SEATS/RAILS/ROOF  
BROKEN WINDOW  
DAMAGED STEERING  
DAMAGED LIGHTS

ACKNOWLEDGED AND AGREED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
SIGNATURE(s)