

GOLF CART RENTAL RULES, AGREEMENT, AND WAIVER OF LIABILITY –

Please take this page with you after you complete the packet

Explore the meadow, carry your pool items with ease & have fun... Be safe, respectful, only allow those with the license & insurance to drive the cart, and please observe the 4 7/8 speed limit. We are on vacation, relax and enjoy your time.

Upon pick-up –

- Inspect the cart with staff and listen to the quick tour of proper usage and charging process.
- When returned, please ensure the cart is in the same condition.

RULES AND REGULATIONS

If there are any issues, please call the office – 210.602.8808.

- DO NOT leave Vista Ridge’s property. Carts are to be operated in the perk only.
- DO NOT enter the area labeled “Private Property.” This is not part of Vista Ridge.
- No person under 18 years of age may operate a golf cart.
- All cart operators MUST have a valid driver’s license & proof of insurance listed on the provided insurance card.
- A copy of your current insurance card & driver’s license is required.
- Carts will not be operated recklessly. Do not disturb others, endanger passengers, or harm property.
- Reckless use of a cart will result in either being asked to leave the park, without refund, or return the cart without refund of cart rental.
- There will be a charge of \$25.00 if the key is not returned to Vista Ridge RV Park.
- No person may operate a golf cart under the influence of any substance.
- Please contact our office with any questions about the operation of the golf cart.

EVERYTIME -

- Do not overload the carts. No additional occupants than seats on the cart.
 - Depending on your battery charge, it may not make up our two hills
 - If the cart struggles, please only have the driver in the cart and the others walk.
- Ensure you are unplugged and clear before using the cart.
- Ensure you are in the proper directional gear before moving.
- The golf cart has forward, reverse, and neutral gears.
- Lock the brake when parked.
- Take the key out of the cart when not in use.

ATTACH MAP COPY

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AND for use of your own electric cart - Use of your own electric will follow the same rules.

Copy of current driver's license & insurance card required to be kept on file

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

GUEST NAME: _____ Site # _____

BILLING ADDRESS: _____

HOME PHONE: _____ MOBILE PHONE: _____

DRIVER'S LICENSE #: _____ STATE ISSUED: _____

INSURANCE COMPANY: _____ PHONE: _____

POLICY HOLDER: _____

POLICY #: _____ INSURANCE COVERAGE DATES: _____

CREDIT CARD #: _____ If on file with reservation write the last 4 digits of the card

CC EXPIRATION DATE: _____ CC SECURITY CODE: _____

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GOLF CART RENTAL AGREEMENT

1. **Parties:** This golf cart rental agreement is entered into between (your name) (Guest) and Vista Ridge RV Park (Campground). Pursuant to the terms of this Agreement, Guest, who has provided a valid driver's license, proof of insurance, and is listed on the insurance card is the only person permitted to operate the golf cart. Guest agrees that no other person will operate the golf cart. Guest will not sublease or re-rent the golf cart to any person.
2. **Rental Period and Range:** Guest agrees to rent from Campground the above-described golf cart and other equipment for the following period of time and applicable rate. Guest further agrees to pay to Campground the Total Rental Rate Due Prior to the Rental Period Start Time:
3. **Applicable Laws and Regulations:** Guest agrees to obey all state, federal and local regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel while operating or renting golf carts or equipment from Campground. Guest is solely responsible for any citation or violation occurring during the use of, or as a result of using, the golf cart or other equipment from Campground. Guest further agrees to abide by all of the above Rules and Regulations incorporated herein by reference.
4. **Guest's Ability and Equipment's Condition:** Guest represents that he or she is familiar with how to operate a golf cart. Guest further represents that he or she is capable of safely operating and handling the golf cart and other equipment described above and finds it in good working order, condition, and repair. Guest represents that he or she has adequate skills, knowledge, and experience to safely operate the golf cart.
5. **Guests Return of Equipment:** Guest agrees to return the golf cart and other equipment described above to Campground in the condition in which it was received. Guest agrees to use all equipment for its designed purpose only. If Guest retains the golf cart beyond the rental period outlined in this Agreement, Campground will construe the retention as additional rental at the same rate of rental and under the same terms and conditions as originally contained in this Agreement. Guest will provide Campground with information for a valid credit card to keep on file. The credit card information will be used by Campground in the event the Campground must charge Guest for additional rental under this Agreement. If Campground uses the credit card information for additional rental, Campground will provide Guest a statement of account listing the charges at the address provided above.
6. **Damage, Loss, or Theft of Equipment:** Guest agrees to bear the risk and responsibility of damage to, or loss or theft of the golf cart and other equipment described above. This includes acts of vandalism and theft. In the event of damage to, or loss or theft of the golf cart or other equipment, Guest agrees to pay Campground the full cost of repair or replacement. Golf cart replacement will be very expensive – please be cautious.
7. **Guest's Acknowledgement and Assumption of Risk:** 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. Guest understands and agrees that it is his or her responsibility to assess the hazards presented using the golf cart and further agrees that he or she is the ultimate judge as to whether he or she can use the golf cart without risk or harm to himself/herself and others.
8. **NO LIABILITY:** GUEST HEREBY INDEMNIFIES, RELEASES, AND AGREES TO PROTECT AND HOLD HARMLESS CAMPGROUNND, ITS OFFICERS, OWNERS, EMPLOYEES AND AGENTS (COLLECTIVELY, CAMPGOUND AND ITS RELATED PARTIES), FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, AND/OR LIABILITY ARISING OUT OF OR RELATED TO GUEST'S USE OF THE GOLF CART OR OTHER EQUIPMENT DESCRIBED ABOVE AND/OR ANY CONDITION THEREIN, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF CAMPGROUND AND IT RELATED PARTIES.
9. **NO LIABILITY:** GUEST HEREBY INDEMNIFIES, RELEASES, AND AGREES TO PROTECT AND HOLD HARMLESS CAMPGROUNND, ITS OFFICERS, OWNERS, EMPLOYEES AND AGENTS (CAMPGROUND PARTIES), FROM AND AGAINST ALL CLAIMS, CAUSES OR ACTION, AND/OR LIABILITY ARISING OUT OF OR RELATED TO GUEST'S USE OF THE GOLF CART, OR OTHER EQUIPMENT DESCRIBED ABOVE, AND/OR ANY CONDITION THEREIN, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE GROSS NEGLIGENCE OF CAMPGROUND PARTIES.
10. **Severability:** If any provision of this Agreement is held illegal, void, or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties
11. **Acknowledgement of Understanding:** Guest has read this waiver of liability, assumption of risk and indemnity agreement, fully understands its terms and understands that he or she is giving up substantial rights, including the right to sue the Campground, its members officers, employees, and agents. Guest also understands that, in addition to binding himself or herself, this agreement binds his or her heirs, executors, personal representatives, attorneys-of-law, attorneys-in-fact, administrators, and assigns. Guest acknowledges that he or she is signing the agreement freely and voluntarily and intends by his or her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. Guest hereby asserts that the use of the golf cart is voluntary and that he or she knowingly assumes all such risks incident to using the golf cart.
12. **Whole Agreement:** This Agreement constitutes the entire agreement between Guest and Campground and no term may be waived or modified except in writing signed by both parties. There are no warranties, express or implied, by Campground to Guest, except as contained herein, and Campground is not liable for any loss or injury to Guest nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Guest is not Campground's agent while using the golf cart or other equipment described above. The laws of the State of Texas shall govern this Agreement.

Copy of current driver's license & insurance card required to be kept on file

Brought your own golf cart? Our rules apply. And a \$5.00 per day charging fee applies.

The terms and conditions of this Agreement are agreed to any accepted by:

Guest Printed Name: _____

Guest Signature: _____

Date: _____