

**Pebble Brook Golf Course, LLC**  
**Individual Release and Waiver of Liability**

\*I understand the nature of driving a golf cart (activity), and I am qualified, in good health, and in proper physical condition to participate in any such activity. I further agree and warrant that at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the activity. I am 18 years of age or a legal adult with a valid driver's license.

\*I fully understand that: (a) driving a golf cart involves risk and dangers of serious bodily injury, including permanent disability, paralysis, and death, (b) these risks and dangers may be caused by my own actions or inactions, the actions of others participating in the activity, the conditions in which the activity takes place, or the negligence of the "releases" named below, and (c) there may be other risk and social economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses costs and damages I incur as a result of my participation in driving any golf cart leased by Pebble Brook Golf Course or that of the minor in the activity,

\*I hereby release, discharge and covenant not to sue Pebble Brook Golf Course, its members, administrators, agents, employees, sponsors, advertisers, lessors of the premises on which the activities take place, each considered one of the "Releasees" herein FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney's fees, loss, liability, damage or cost which may incur as a result of such claim.

\*I have read this agreement, fully understand its terms, warrant that I have acknowledged it freely and without inducement or assurance of any nature and intent it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of the agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

\*I agree to be financially liable for any damage or injury that may occur from renting a golf cart. I will also be responsible to inform those in our group or groups that they will also be responsible for cart damage and injuries caused by use of the cart. We will hold Pebble Brook Golf Course harmless from any damage or injuries that may occur from use of the golf carts either by undersigned, cart passenger, or third party. I will inspect the cart for damage and immediately notify the staff of any damage. Upon return of the cart, Pebble Brook Golf Course will inspect the cart condition.

\*I agree to pay for damages to the course or golf cart immediately upon return of the golf cart with a \$500.00 minimum deposit. Once the golf cart is repaired, I agree to pay the remaining balance of the golf cart damages.

\*I agree to the course rules. If in violation of course rules I agree to forfeit my round of golf. No outside food or beverages allowed. Cart Rules and course rules apply

\*If I leave the course without notification of damages, I agree to be charged with leaving the scene of an accident and prosecuted to the fullest extent possible of the law.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ ZIP \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_