



## Silver Sands Golf Cart Contract

Please read your golf cart reservation carefully before you begin your vacation.

Contract Start Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_ Duration: \_\_\_\_\_

Delivery: YES or NO Cart Size: \_\_\_\_\_ Cart #: \_\_\_\_\_

Rental Amount: \_\_\_\_\_ Sales Tax: \_\_\_\_\_ Total: \_\_\_\_\_

Name: \_\_\_\_\_ DL: \_\_\_\_\_ Expires: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact #: \_\_\_\_\_ Vacation Property: \_\_\_\_\_

Name on CC: \_\_\_\_\_ Visa MC Amex Discover

Card Number: \_\_\_\_\_ Date: \_\_\_\_\_ CVN: \_\_\_\_\_ Zip: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy # \_\_\_\_\_

*All policies are strictly enforced. It is the responsibility of all guests and members of their party to be familiar with all policies pertaining to the golf cart rental.*

### **Rules**

**{{INITIAL}}** \_\_\_\_\_: Only persons with Valid Driver's License will be allowed to operate golf cart.

**{{INITIAL}}** \_\_\_\_\_: No Driving on Highway 361.

**{{INITIAL}}** \_\_\_\_\_: All State Laws apply while driving on public roads, including the Beach Road:

**No Drinking and Driving**

**No Driving on sidewalks or sand dunes**

**{{INITIAL}}** \_\_\_\_\_: In the event of careless or reckless use that results in a "Roll Over" or "Water Submersion" A minimum of \$2200 will be charged to your card for damages.

**{{INITIAL}}** \_\_\_\_\_: Return Cart with FULL tank of gas. A \$20 fee will be applied if less than half full.

**{{INITIAL}}** \_\_\_\_\_: **Do not drive past Mile Marker 45 on the Beach.**

**{{INITIAL}}** \_\_\_\_\_: Rinse Cart of Sand and Mud before returning.

*Any violations to the above rules will result in repossession of the golf cart without refund and a claim will be filed with the provided insurance or charges will be assessed to the provided credit card on file.*

### **WAIVER AND RELEASE OF LIABILITY, AGREEMENT TO HOLD HARMLESS, AND ASSUMPTION OF RISK (the "Agreement")**

**\*\*\* READ CAREFULLY \*\*\***

In consideration of Silver Sands Golf Carts LLC ("**SSGC**") renting me a golf cart to drive, operate, ride in, or otherwise use (the "**Rental**"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, I make the following representations, releases, acknowledgments, and promises to **SSGC**, its officers, directors, managers, board members, partners, members, agents, employees, successors, assigns, and representatives of any kind (collectively, the "**Released Parties**"):

A. I hereby certify that I am a competent adult, who is willing and able to make all of the representations, releases, acknowledgments, and promises herein, and that I do so of my own free will, being under no compulsion or duress.

B. I fully understand, recognize, and acknowledge that driving, operating, riding in, or otherwise using golf carts is a hazardous activity with inherent risks and dangers, including (but not limited to) the possibility of damage to the cart or the property of myself or others; injury to myself or others; and even death of myself or others.

C. I agree to use my best judgment with respect to the Rental, and all activities I undertake or allow others to undertake involving the Rental, and to faithfully adhere to all applicable safety instructions, rules, terms and conditions, and laws. I further agree to assume all responsibility for returning the Rental in the same or better condition as when I received it.

D. I agree to exercise all appropriate precautions and safety practices while using or operating the Rental. I agree that neither SSGC nor any of the Released Parties has any responsibility to train, monitor, or supervise me while I use or operate the Rental.

E. I KNOWINGLY AND WILLINGLY ACKNOWLEDGE AND AGREE THAT BY SIGNING THIS AGREEMENT THE RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY AND ALL INJURIES, LOSSES, DAMAGES, CLAIMS, CAUSES OF ACTION, COSTS, AND/OR LIABILITIES OF EVERY KIND, INCLUDING INJURY TO OR DEATH OF ANY PERSON(S) OR FOR DAMAGE TO OR LOSS OF PROPERTY ("THIRD PARTY CLAIMS") ARISING OUT OF OR ATTRIBUTED, DIRECTLY OR INDIRECTLY, TO THE RENTAL. {{INITIAL}}

F. I FURTHER KNOWINGLY AND WILLINGLY ACKNOWLEDGE AND AGREE THAT I WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ALL THIRD PARTY CLAIMS (AS THAT TERM IS UNDERSTOOD AND DEFINED HEREIN). {{INITIAL}}

G. I KNOWINGLY AND WILLINGLY ACKNOWLEDGE AND ASSUME ALL RISKS INVOLVED WITH THE RENTAL, INCLUDING (BUT NOT LIMITED TO) ANY RISK OF PERSONAL, BODILY INJURY, OR DEATH TO ME OR ANY RISK OR DAMAGE TO MY PERSONAL PROPERTY ("PERSONAL CLAIMS"), AND I WAIVE AND RELINQUISH, COVENANT NOT TO SUE, AND FULLY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL PERSONAL CLAIMS THAT MAY ARISE AS A RESULT OF OR IN CONNECTION WITH THE RENTAL, EVEN IF SUCH PERSONAL CLAIMS ARE CAUSED BY OR ATTRIBUTED TO, IN WHOLE OR IN PART, THE NEGLIGENCE (INCLUDING ORDINARY NEGLIGENCE, SOLE NEGLIGENCE, OR GROSS NEGLIGENCE) OF ANY RELEASED PARTY OR OTHERWISE. {{INITIAL}}

H. IN NO EVENT SHALL ANY RELEASED PARTY BE LIABLE IN ANY MANNER TO ME, MY HEIRS, SUCCESSORS, ASSIGNS, REPRESENTATIVES OF ANY KIND, OR TO ANY OTHER PARTY FOR ANY EVENT, INJURY, OR OCCURRENCE ARISING AS A RESULT OF OR IN CONNECTION WITH THE RENTAL; I HEREBY EXPRESSLY, KNOWINGLY, AND WILLINGLY WAIVE AND RELINQUISH ANY SUCH RIGHT OR CLAIM. {{INITIAL}}

I. I knowingly and willingly agree with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the assumption of risk or waiver of liability set out above, that such legal limitations are made a part of the assumption of risk or waiver of liability and shall operate to amend the assumption of risk or waiver of liability to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and so modified, the assumption of risk or waiver of liability shall continue in full force and effect.

J. I further knowingly and willingly agree that this Agreement and the Rental shall in all respects be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law provisions. I also hereby knowingly and willingly consent to the exclusive jurisdiction of the courts of the State of Texas (including federal courts within the State of Texas, where applicable) for adjudication of any disputes regarding this Agreement or the Rental.

K. I acknowledge and represent that I have read this Agreement, that I understand its contents, that I have given up rights by signing it, and that I have signed it voluntarily and of my own free will. I acknowledge that this Agreement has been executed on behalf of myself and, if applicable, on behalf of my heirs, successors, assigns, and representatives of any kind.

**{{INITIAL}}** *I have read the **Silver Sands Golf Cart rental agreement and agree to the terms, and hereby authorize my card to be charged for the total stated in this agreement.***

**Renters Printed Name:** \_\_\_\_\_

**Renters Signature:** \_\_\_\_\_

**Date Signed and Accepted by:** \_\_\_\_\_

Thank you for choosing a Silver Sands Golf Cart Rentals. We will be sending you more information regarding the property as we near your stay. Please do not hesitate to call us if you have any questions.

**Silver Sands Golf Cart Rentals**  
307 Sea Isle Drive  
Port Aransas TX 78373  
361.749.CART  
SSVRCARTS@GMAIL.COM

