

INDEMNITY/ RELEASE ON TERMS AND CONDITIONS OF USE ("TC'S")

BETWEEN: GOLF COURSE ("GC") of the one part;

AND: ("THE USER") of the other part

1. GC is the owner of the Golf Skate Caddy ("the GSC")
2. The User wishes to rent the GSC to play golf at the GC
3. The User will acknowledge in a separate document, having read and accepted the TCS
4. The User will view a safety video (" the safety Video") on the use of the GSC before renting it.
5. The User has been offered a safety helmet to wear whilst on the GSC.
6. The User agrees with GC that in renting and using the GSC he/she will:
 - 6.1 abide by all policies, rules and regulations of the GC
 - 6.2 abide by all policies, rules and regulations of all responsible authorities with regard to the GSC
 - 6.3 will maintain full responsibility for and control over himself/herself and GSC during the use thereof
 - 6.4 will accept all risks and accept full responsibility for any harm or injury whatsoever that may be incurred or suffered by him/her, the GC, the GSC or any other party with respect thereto
 - 6.5 will accept all financial responsibility for any damages or replacement costs whatsoever that may be incurred whilst him/her is renting the GSC
 - 6.6 will accept full responsibility for any harm or injury whatsoever that may be incurred or suffered by him/her, the GC, the GSC, or any other party and expressly agrees to indemnify and save harmless the GC against any claim, action, proceeding or legal process of any kind whatsoever which may be brought by the User or on behalf of the User, his/her estate or any other party, arising out of or connected in any way with his/her use or rental of the GSC or any physical or other activities associated therewith.
7. The User acknowledges that in renting and using the GSC, he/she relies upon the following declarations:
 - 7.1 the User knows and understands that he/she will be mixing and or associating with the users and golf players and other persons on the GC and that, accordingly, there exists a risk of injury being incurred by the User in the course of that contact over which the User understands and acknowledges that the GC has no means of control:
 - 7.2 that the User may be required to undertake vigorous physical exertion as part of the use of the GSC and the User wishes to undertake and that there may be

health and injury risks to the User associated with excessive physical exertion including (but not limited to) cardio vascular problems, sprains, broken bones and other physical injury;

- 7.3 that the User has been informed by the GC that there are a range of physical obstacles (natural and otherwise) on the GC which the User may be required to negotiate which may present physical danger to the User, resulting in collisions, falls or accidents of a like nature AND that the User willingly accepts the risks of such consequences for the User, AND, that such matters are specifically intended to be the subject of the indemnity hereinbefore provided and that the User is generally in good health, AND, that the User does not have any medical condition that would place the User at any particular risk in relation to undertaking such strenuous physical exertion during the course of his/her use of the GSC,
- 7.4 that the User has read and understood each of the provisions of these TCs and that the User accepts all the TCs

8. GC and the User agree that in the event of the invalidity of any part or provision of the TCs, such invalidity shall not affect the enforceability of any other part or provisions of the TCs.
9. The GC, prior to renting the GSC to the User, will show a safety video with respect to the GSC and the proper use thereof, and, thereafter, the GC will provide initial training to the User on the use and riding of the GSC.
10. The GC and the User accept the facts, acknowledgements, intentions and declarations set out in the TCs will be governed by the law of the state in which the GC is located and GC and the User hereby submit to the jurisdiction of the courts of that jurisdiction.

I have read the TC's. I have seen the safety Video. I have had the initial training on the GSC. I can ride the GSC & feel capable of safely riding & using the GSC. I have been offered a safety helmet to wear. I accept the TC's and the facts, intentions, acknowledgments & declarations set out in the TC's by executing hereunder on the date & in front of the witness as seen below.

By Order of GC Name.....

Signed User

Witnessed By

Witness Name

Date.....