



Golf Cart Agreement & Information
Hours: 8:00am—6:00pm

Rented to

Name:

Address:

Phone:

Drivers

License

Cart:

Quantity:

Price:

Pick Up Date:

Return Date:

1. All cart operators **MUST** have valid driver's license, which allows them to operate a motorized vehicle in the state in which they reside and proof of insurance.
2. Your cart has a toggle switch with F-orward, R-erverse, center is Neutral, please keep switch in center position when not in use.
3. Maximum of persons allowed in golf cart is the amount of seat belts provided, regardless of age, on golf cart at any one time. Example: 4 seat = 4 seat belts = 4 people allowed on golf cart only! Same for the 6 seater. Do not allow kids unattended in or around golf cart without an adult 21 years of age or older. We are not responsible for any bodily injuries that could occur.
4. Carts are **NOT** to leave The Gruene area for any reason. **DO NOT OPPERATE ON HIGHWAY** or any streets .5 miles outside of the Gruene.
5. Please park the golf carts in a safe place at night and if possible, do not leave out uncovered.
6. Golf Carts cannot be parked in fire lane or in any legal street locations that doesn't allow parking. If cart is towed or removed from where it is parked, renter is fully responsible for towing charges or any tickets given. Do not park in mud, water, or any other areas that might cause issues to the removal of golf cart. Do not park anywhere but a legal street.
7. Please take the key out when not in use. There will be a \$20.00 charge for missing key that is not returned to Rental Agent.



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8. Remember you are responsible for any damages incurred to the cart or other property while renting the cart. We are not responsible for recklessness. **DO NOT DRINK & DRIVE.** You will be fined any damages + additional charges of tickets by law enforcement or up to \$2,000 by rental agent.

9. Please report any problems you have with your cart to Michael Enriquez immediately at 432-312-1534 or Catherine Harris at 432-213-3546.

I, _____, agree that in consideration of being permitted to use **ME Cart Rentals LLC**'s cart, do hereby release, waive, discharge and covenant not to sue Owner, its members, officers, employees and agents from liability from any and all claims, including the negligence of Owner, resulting in personal injury, accidents or illnesses, including death, and property loss arising from use of the Cart.

Assumption of Risks: 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. I understand and agree that it is my responsibility to assess the hazards presented by my use of said Cart and further agree that I am the ultimate judge as to whether I can use the Cart without risk of harm to myself and others.

Indemnification and Hold Harmless: I also agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** the Owner, its members, officers, employees and agents, from and against any and all claims, demands, actions or causes of actions, for costs, attorney's fees, expenses or damages to personal property, or personal injury, or death, which may result from any use of the Cart.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Users: I understand and agree that only adults twenty-one (21) years of age or older that sign this agreement and hold a valid state Driver's License shall be allowed to operate the Cart. Furthermore, I understand that I must observe all state and local traffic laws.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and fully understand its terms, and understand that I am giving up substantial rights, including my right to sue the Owner, its members, officers, employees and agents. I also understand that this agreement binds my heirs, executors, personal representatives, attorneys-of-law, attorneys-in-fact, administrators and assigns, as well as myself. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I hereby assert that my use of said Cart is voluntary and that I knowingly assume all such risks incident to using said Cart.

Customer Signature Date

Authorized Rental Agent Date

Please Note: By signing in the space provided. The customer acknowledges receipt of the Equipment described above in good operating condition. Further the customer agrees to all rental Terms and Conditions of the Rental Agreement. Cancellations must be made WITHIN 72 HOURS prior to pick up date for a full refund. This form to be completed IN FULL to be a VALID reservation.
