

TAHOE DONNER ASSOCIATION 2019 RENTAL GOLF CART AGREEMENT

ONE AGREEMENT PER PERSON



Date _____

Owner Name _____

Tahoe Donner Street Address _____

Unit _____ Lot _____ Phone _____

Mailing Address _____

Unlimited Use of a Shared (single) Tahoe Donner Rental Cart: \$390

Unlimited Use for Two (double) Tahoe Donner Rental Cart: \$720

\$200 Cart 10-Pack, 18 holes

\$125 Cart 10-Pack, 9 holes

Tahoe Donner Association Rental Agreement

Please read carefully before signing: In consideration of Tahoe Donner Association (hereinafter TDA) renting me this equipment: I accept for use AS IS the equipment rented, and accept full responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full retail value of any equipment that is damaged or not returned to TDA. *Initial* _____

I have received and reviewed instructions on the use of the equipment and/or installation, and fully understand its use and function. I have received satisfactory answers to any questions I may have regarding the equipment and I will stop using the equipment and have it inspected and/or repaired by TDA staff if I feel that it is not functioning properly. *Initial* _____

I accept and clearly understand that using this equipment may be **hazardous** and could cause **serious injury or death**, and that there are inherent and other dangers and risks involved in using this equipment, including without limitation: electrocution and trauma from collision, and **I freely and voluntarily assume these risks**. *Initial* _____

I understand I must be at least 18 years of age and possess a valid driver's license to operate cart. *Initial* _____

I understand that no one aged 12 or under may ride in the cart, unless he or she is playing golf. *Initial* _____

I voluntarily agree to expressly assume all risks of injury or death that may result from participation in recreational activities, which relate in any way to the use of this equipment.

Signed _____ Date _____

SIGNATURE REQUIRED ON REVERSE SIDE OF THIS FORM

GOLF ONLY

TAHOE DONNER ASSOCIATION SUMMER ACTIVITIES RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

READ CAREFULLY BEFORE SIGNING - THIS LIMITS TAHOE DONNER ASSOCIATION'S LIABILITY AND YOUR LEGAL RIGHTS

I or my child (collectively, "I," "me," or "my") may voluntarily choose to participate in sports and recreational activities offered by Tahoe Donner (as defined below), including, but not limited to, golf, golf lessons, golf activities and events, bodies of water, golf course, driving range, instruction in recreational activities, and all other recreational activities on the property of Tahoe Donner (collectively, the "Activities"). I understand that my participation in the Activities poses inherent and other risks of INJURY and DEATH to me and/or my child, including those associated with participation in the Activities or use of the facilities at Tahoe Donner, which include, but are not limited to, transportation, instruction, and participating in the Activities on and off of the Tahoe Donner Premises and on private and public lands (collectively, "Use of the Facilities").

The risks in the Activities and Use of the Facilities are too numerous to list, but they include steep, slippery, and uneven roads and trails containing rocks, trees, ledges, sand, mud, grass, water bars, erosion control devices, bumps, ruts, stumps, and brush (all of which can be hidden or obscured by snow or vegetation). The Activities are subject to hazards and dangers of all kinds, including, by way of example only, exposure to weather and climate conditions (including sudden changes and extremes of heat and cold), rugged terrain and ground conditions, becoming lost, hazards associated with water (including drowning, striking submerged objects, flooding, and rapids), other participants, animals, reptiles, insects, and ground surface and other terrain and topographical variations and conditions. In addition, participants may encounter hazards and dangers that are the result of human error or from manmade structures, equipment, vehicles and other materials, goods, clothing and otherwise, including risks of malfunction, mis-use, or other failure.

Participation in the Activities requires physical fitness, coordination, balance, strength, endurance, speed, ability to react, mental capacity, talent and ability ("Physical Capacity") and, because of such physical demands, necessarily carries inherent and other unpredictable risks of injury of all kinds, as well as risks of death due to the physical demands, regardless of the participant's Physical Capacity. Despite the risks involved, and in consideration of the right to participate in the Activities and Use the Facilities, **I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with my or my child's participation in the Activities and Use of the Facilities.

As consideration for being permitted to participate in the Activities and to use the Facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Tahoe Donner Association and each of their partners and affiliates, owners, investors, officers, directors, managing agents, employees, agents, contractors, landowners and all affiliated persons and companies (collectively herein, "Tahoe Donner") for injury or death resulting from my participation or my child's participation in the Activities or Use of the Facilities, regardless of the cause, to the fullest extent allowed by law, including the alleged **NEGLIGENCE** of Tahoe Donner. I also agree to defend and indemnify Tahoe Donner for any and all claims brought by a third party which arise from my participation or my child's participation in the Activities or Use of the Facilities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, which includes all occasions on which I or my child participate in the Activities or Use of the Facilities of Tahoe Donner. I understand that this release of liability will prevent me, my child, and my heirs or representatives from filing suit or making any claim for damages in the event of injury or death

arising from my participation in the Activities or Use of the Facilities. Additionally, in the event I file or my child or my heir or legal representative files a claim or a lawsuit arising out of participation in the Activities or the Use of the Facilities, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Tahoe Donner for any claims, lawsuits, damages, attorney fees, costs, or judgments arising out of such a claim or a lawsuit. For arising out of my participation or my child's participation in the Activities or Use of the Facilities. With a full understanding of this agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my child, our heirs, assigns and legal representatives, and any other person acting on my or our behalf.

If I am provided with or renting equipment in connection with the Activities, I accept the equipment "as is" and accept full responsibility for the care of the equipment while it is in my possession. I agree that I am responsible for the full replacement value of any equipment not timely returned, and I agree to pay for any damage to the equipment that exceeds normal wear and tear.

I warrant and represent that I and my child have adequate Physical Capacity to participate in the Activities and Use of the Facilities. I accept responsibility for any medical expenses incurred by me or my child in connection with the Activities or Use of the Facilities.

I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect, valid, and enforceable. I agree that any action will be subject to and determined under the laws of the State of California, and that any action must be brought in the Superior Court of California, County of Nevada.

SIGNATURE of participant _____ **Date** _____

I verify that I am the parent/legal guardian of the minor participant. I have authority to enter into this agreement on behalf of the minor.

PRINTED name of parent/legal guardian _____ **Relation** _____

SIGNATURE of parent/legal guardian _____ **Date** _____

THIS IS A RELEASE OF LIABILITY - DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ALL OF ITS TERMS