



Golf Cart Rental Agreement

- Jones "Masterpiece"
- Fazio "Premier"
- Smith "Signature"
- Smith "Tradition"
- Threetops

Date: _____

Cart # _____

Cart Type: EZ GO or Club Car

Tee Time: _____ a.m./p.m.

Driver Name: (Please print) _____

Passenger Name: (Please print) _____

The undersigned, jointly and severally, in consideration of the use of a golf cart, agree:

1. I am aware of how to operate a golf cart safely and I will abide by any and all instructions appearing on the golf cart.
2. I will obey all signs and warnings on the golf course directing operation of the golf cart whether posted by sign or by verbal instruction given by resort personnel.
3. Whether driving or riding as a passenger, I will use due care and caution in consideration of the varying terrain (slopes and hills). Carts are to be driven directly up and down slopes to avoid risk of the cart overturning. Carts are not to be operated in neutral.
4. I will not allow an unauthorized person, nor anyone under the age of 18 without a valid driver's license and whose parent also signs this agreement, to operate this golf cart.
5. I will abide by the pace of play policy set forth by Treetops Resort.
6. I will return this golf cart immediately following completion of play of the course identified above but in no event later than 30 minutes prior to sunset today.
7. My use of this golf cart may be revoked by Treetops Resort at any time for any reason.
8. The golf cart issued to me is in good working condition, except as may be noted on this document and initialed by a Treetops Resort employee. I am responsible for the condition of this golf cart during this rental regardless of who is operating it. I agree to pay for any damages to the golf cart incurred during this rental beyond normal wear. I authorize Treetops Resort to charge the credit card used to pay for this cart rental for such damage. I agree to pay any costs of collection for property damage including attorney fees.

RELEASE, ASSUMPTION OF RISK, INDEMNIFICATION AGREEMENT

I am aware of the dangers of golf and operating a golf cart, generally, including without limitation, the risks of being struck by a golf ball or golf cart, golf carts colliding, or the golf cart overturning (the "dangers"). I understand that the risk of the dangers may be increased due to the extreme terrain at Treetops Resort including the hills, slopes and grade changes. I also understand that these dangers may arise as the result of the negligence of other guests or Treetops Resort personnel. I understand that the injuries resulting from the dangers could result in serious and permanent injuries or even death. On behalf of myself and my heirs and assigns, and any minor on whose behalf I have signed this agreement, I assume the inherent and extraordinary risks of the dangers. I hereby waive any claim I have or may hereafter have for injuries to my person or property arising out of the dangers, and release Treetops Resorts, Treetops Acquisition Company, LLC, Rick Smith Properties, Inc., Treetops Holding Company, CHG-Gaylord Golf, LLC, CHG-Gaylord, LLC, and any of the shareholders, members, directors, officers, employees, contractors, agents, representatives, and successors, of such entities ("Released Parties") from any and all liability in any way related to the dangers including liability arising from the negligence of other guests or of the Released Parties. I agree to indemnify and hold harmless each of the Released Parties for any and all claims, including attorney fees and costs, which may be brought against any of the Released Parties on account of the use of golf cart during this rental period, including without limitation claims of others claiming to be injured on account of injuries to me and/or my property, and personal injury claims of minors for whom I am a parent or legal guardian. I am of lawful age and legally competent to make this agreement.

Driver Signature: _____ Date: _____
(If minor, parent or guardian must sign)

Passenger Signature: _____ Date: _____
(If minor, parent or guardian must sign)

Golf Starter Initials: _____

TREETOPS GOLF CART DAMAGE ASSESSMENT



DAMAGE

NO DAMAGE

(CIRCLE ONE ABOVE)

IF DAMAGE, PLEASE LIST HERE: _____
