

## OHRV / GOLF CART -WAIVER OF LIABILITY AND ASSUMPTION OF RISK

The undersigned, being a member of the Port Wedeln Association (hereinafter Association) hereby understands and acknowledges that the use of an OHRV vehicle, a golf cart, or a street legal golf cart or other similar vehicle (hereinafter collectively referred to a "golf cart") in certain circumstances, including but not limited to, traversing steep grades may be inherently dangerous and involve certain risks. These risks include, but are not limited to, the risk of personal injury resulting from impact with physical objects, and/or injuries resulting from possible golf cart malfunctions. Despite these and other risks, and fully understanding, and appreciating such risks, the undersigned wishes to operate the undersigned' golf cart on the Association's property and hereby assumes any and all risks relating thereto.

The undersigned further understands and acknowledges that the Association is willing to permit the undersigned to use a golf cart on its property only if the undersigned assumes any and all risks relating thereto for and on behalf of the undersigned as well as the undersigned's household members, guests and invitees, and further agrees to operate said golf cart in a safe and reasonable manner. All drivers of said vehicles must have a valid driver's license.

Therefore, in consideration of the aforesaid use of the Association's property and with the full and complete understanding and appreciation of the risks and dangers relating thereto, the undersigned hereby forever releases, discharges and waives any and all rights, actions, causes of action, suits, damages, judgment's, executions, claims for personal injuries, liability, property damage and demands whatsoever, in law or in equity, which the undersigned now has or which the undersigned's heirs, executors, administrators, successors or assigns hereafter can, shall or may have against the Association and the Associations' representatives, attorneys, employees, directors, members, successors and assigns, for, upon, or by reason of any matter, cause or thing whatsoever, on account of the undersigned or the undersigned's guests and invitees use of a golf cart on the Association's property.

The undersigned further agrees to indemnify and hold the Association harmless, including the payment of any costs and reasonable attorney fees it may incur, as a result of the undersigned, or the representatives,

household members, guests and/or invitees use of said golf cart on the Association's property.

It is further agreed that there are no collateral or outside agreements of any kind between the parties hereto.

The release further contains the entire agreement between the parties hereto, and the terms of this release are contractual, and not a mere recital, and are binding upon the undersigned's estate, heirs, representatives and assigns.

The undersigned further states that the undersigned has carefully read the foregoing release, knows the contents thereof, and signs the same as the undersigned's free and voluntary act and deed.

DATE \_\_\_\_\_ PRINT

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_