

South Down / Long Bay Golf Cart Owner Waiver (2019)

Private golf carts may be used by persons who own property in South Down or Long Bay association. The privilege to use private golf carts on the association's property is obtained on an annual basis in accordance with the terms of this Agreement. All privileges shall expire on **December 31, 2019**. This privilege is non-transferable and non-assignable and may be cancelled at any time at the discretion of the Association.

Private golf carts must be approved each year by the Association as complying with this Agreement and the Rules and Regulations of the Association, as the same may be amended from time to time. Upon submittal of the Agreement, the Owner agrees to abide by all rules and regulations for private golf carts, including all applicable state, county and local regulations, as the same may be amended from time to time.

As a member in the Association, the Owner further understands and agrees:

1. Neither South Down nor Long Bay association shall have any responsibility or liability to the Owner or any other person involving or in any way related to the maintenance, use, or operation by the Owner or any other person of the private golf cart at the Association. The Owner and any such other person shall use the golf cart at his or her own risk. The Owner is responsible at all times for the safe operation of the cart on association property.
2. The Owner agrees to indemnify, defend and hold the Association and the directors, officers, employees, affiliates and agents of the Association from and against all loss, cost, liability or expense arising out of the operation of the golf cart(s), including but not limited to and without limitation, deductibles, retained limits, any property or personal injury, causes of actions and any attorneys' fees and expenses that may be incurred by the Owner, the Operator or the Association.
3. The Owner agrees to be held fully responsible for any and all damages caused by the operation of the golf cart on Association property.
4. The Owner agrees to reimburse the Association for any and all damages the Association may sustain by reason of the operation, including without limitation, damage to other golf carts or personal private property of the Association and/or any personal injury suffered by any person.
5. The Owner agrees that violations of the rules and regulations regulating use of private golf carts may result in the revocation of private golf cart privileges and/or fines. The Owner also understands that repeat offenses may result in the golf cart being towed or 'booted'.

SIGNATURE OF OWNER: _____

(note by signing this document the Owner agrees that they have read the association Rules & Regulations pertaining to Golf Carts and that the Owner is fully responsible regardless of whomever he/she allows to operate the vehicle.)

DATE: _____

Owner's Name: _____

South Down/Long Bay Address: _____

Registered Golf Cart Information

Registration #	Mfg./Model	Color	# seats

Note: If information is incorrect cross out line and enter new information on another line.