

RENTER INFORMATION

INSURANCE COMPANY:**CREDIT CARD # FOR DAMAGES:**

Name on the card: _____ **Signature:** _____

- 1. Lessee/Renter must be a minimum of 21 years of age. All golf cart operators must be eighteen years or older and have a valid driver's license (moped license, learner's permit, etc. are not acceptable).**
- 2. Vehicles shall not be operated in a manner that may endanger passengers or other individuals (e.g., pedestrians), or harm property. No horseplay, racing or misuse of the cart will be tolerated.**
- 3. No more than 4 persons shall be in the said cart at any one time. Persons are not permitted to ride on any section of the golf cart that is not a seat. Passengers must be seated at all times when the cart is in motion.**
- 4. Golf carts are to be used on camp roadways only. The use of carts in restricted areas, off-road, or on the street is expressly prohibited.**
- 5. Golf carts operated after sunset must have their lights turned on. Please respect your neighbors and the quiet hours of 10:00 p.m. to 7:00 a.m.**

6. Use of a cart under the influence of alcohol will result in the immediate loss of rental privileges. It is against the law in Wisconsin to operate a golf cart under the influence of alcohol.
7. Park the golf cart on a level and steady ground. Note that the car has forward, reverse and neutral gears. When in reverse, you should hear a backing horn (buzzing sound).
8. Please take the key out of the cart when not in use.
9. Please contact the camp ranger with any questions about the operation of the golf cart. Please report any malfunctions or problems to the camp ranger immediately.
10. The violation of any of the Rules and Regulations may result in the loss of all rental privileges. The Lessee/Renter will not be entitled to any refund of rental fees if this occurs.
11. The following violations will result in the immediate loss of rental privileges:
 - Underage drivers or failure to maintain a valid driver's license
 - Reckless driving or the transportation or driving under the influence
 - Driving in restricted areas

LEASE AGREEMENT

- The Lessee agrees to abide by all of the above Rules and Regulations. The above numbered golf cart is hereby leased by the Earl O. Vits Memorial Trust, the owner of Camp Sinawa (the "Owner" or "Lessor"), to the Lessee for the rental dates indicated above.
- Lessee represents that he/she is familiar with the use and operation of said property.
- Lessee agrees to keep said property in Lessee's custody and not to sublease or re-rent the same.
- Lessee will pay the rental fees set forth above along with any applicable fees. Lessee agrees to keep said property in the same condition as when received, and Lessee will be responsible for any loss of or damage to said property during the rental period.
- It is expressly understood and agree that no right of action whatsoever shall accrue to the Lessee for damages of any kind whatsoever, whether to person and/or property, and/or for loss of time and/or other loss of damage, arising from the use of, operation of, or in any way connected with the said property of any part thereof, from whatever cause arising. Lessee agrees to hold all parties free and harmless from all such damage.
- Lessee expressly acknowledges personal liability to pay Lessor costs to repair all damages to said property and Lessor's costs including attorney fees incurred in collection of payments due from Lessee hereunder. The full agreement between the Lessor and Lessee is contained herein, and time is made of the essence of this agreement. The receipt of all above described property, in good order and repair is hereby acknowledged by Lessee.

CAMP SINAWA
9113 Camp Sinawa Road
Valders, Wisconsin 54245
920-827-6811

WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

The undersigned renter ("Lessee" or "Renter"), agrees that in consideration of being permitted to use Owner's golf cart does hereby release, waive, discharge and covenant not to sue Owner, its trustees, 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 golf 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 golf cart and further agree that I am the ultimate judge as to whether I can use the golf 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 trustees, 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 golf 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 Wisconsin 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 eighteen (18) years of age or older that hold a valid state Driver's License shall be allowed to operate the golf cart. Furthermore, I understand that operators must observe all state and local traffic laws.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue the Owner, its trustees, 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 golf cart is voluntary and that I knowingly assume all such risks incident to using said golf cart. **FURTHERMORE, I REPRESENT THAT I AM FAMILIAR WITH THE OPERATION AND USE OF SUCH GOLF CART, THAT I HAVE READ THE RULES AND INSTRUCTIONS CONTAINED HEREIN, AND THAT I AM CAPABLE OF OPERATING THE GOLF CART SAFELY AND IN ACCORDANCE WITH SAID RULES AND INSTRUCTIONS.**

RENTER / LESEE

Print name:

Signature:

Date: