GOLF CART RENTAL AGREEMENT, WAIVER, ASSUMPTION OF RISK, GENERAL RELEASE OF LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT, AND COVENANT NOT TO SUE

NOTE: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

This Golf Cart Rental and Waiver and Release of Liability Agreement (hereinafter referred to as the "Agreement") sets forth the agreement between the person identified below as the Lessee/Driver ("Lessee") and the Virginia Horse Center Foundation ("Lessor") for the rental of the motorized four-wheel cart (hereinafter referred to as "Golf Cart") identified below and/or the operation of the Golf Cart on Lessor's property (the "Premises"). With full knowledge, understanding, and appreciation of the risks, and in consideration of the ability to rent, and possess the Golf Cart on the Premises, and for other good and valuable considerations, I hereby acknowledge and agree as follows:

<u>Rental Agreement:</u>

a) I acknowledge receipt of the Golf Cart identified below which was I examined and found to be in first-class condition upon receipt (except as noted below). I further acknowledges that the Golf Cart is leased by Lessor to me for the use and purpose for which it was manufactured subject, however to the terms and conditions set forth herein.
b) I shall return the Golf Cart to the Stable Office no later than the date and time specified below (LESSEE SHALL CONTACT LESSOR IF AN EXTENSION OF TIME IS DESIRED) or upon Lessor's demand thereof. The Golf Cart shall be returned in the same condition as when received, ordinary wear accepted.
c) I shall pay to Lessor, upon demand, rental for the Golf Cart at the rates provided below until the Golf Cart is returned to Lessor. Daily rates will apply unless other arrangements are made with Lessor in advance. Daily rates will apply if the Golf Cart is kept after the scheduled return date. All days including weekends and holidays are chargeable.
d) I shall reimburse Lessor, upon demand, for the loss of, or any damage to the Golf Cart or property damage caused by the Golf Cart while it is rented to me and for all costs and expenses, including reasonable attorney's fee, incurred by Lessor in

collecting amounts owed by me hereunder or in otherwise enforcing Lessor's rights hereunder.

e) I shall abide by all rules and regulations of Lessor, including those detailed below, governing the use of the equipment.
f) I shall not assign this Rental Contract or sublease the Golf Cart.
g) I will not allow anyone who has not entered into an Agreement with the Lessor to operate the Golf Cart.

Assumption of the Risk: I acknowledge that renting and possessing a Golf Cart on the Premises subjects me to known and unanticipated risks, which could result in physical or emotional injury, paralysis or permanent disability, death, and/or property damage. Such risks include, but are not limited to: scrapes, bruises, musculoskeletal injuries, and broken bones; strains, sprains, and overuse injuries; concussions and other injuries or death caused by the negligence on the part of myself and/or other people around me; injuries or death caused by improper use or failure of equipment; medical conditions resulting from any activity; and damaged clothing or other property. I understand that such risks may be unavoidable and simply cannot be eliminated, despite the use of safety equipment. I further understand that the above list is not inclusive of all possible risks to which I will be subject by renting and possessing a Golf Cart on the Premises, and that the above list in no way limits the extent or reach of this Agreement or any provision of this Agreement. I voluntarily accept and assume all the risks, known and unknown, that are associated with the operation and possession of a Golf Cart on the Premises, including those caused by the negligence of guests, employees, or agents, including, but not limited to, risk of injury, paralysis, and death. I voluntarily assume all such risks with full knowledge, understanding, and appreciation of the risks involved.

I agree that my operation and possession of the Golf Cart on the Premises shall be undertaken at my sole risk. At any time during a rental (day or night), my operation and possession of the Golf Cart on the premises is purely voluntary and I elect to operate and possess a Golf Cart on the Premises despite the risks.

Indemnification: I agree to indemnify and hold absolutely harmless Lessor or its employees, or agents for any and all injuries or damages to any individual or guest, including, without limitation, those injuries or damages resulting from acts of active or passive negligence on the part of Lessor or its employees, or agents; those injuries or damages resulting from acts of active or passive negligence on the part of another individual or guest of the Lessor; and those injuries or damages resulting from the individual's or guest's own negligence, as it applies to my operation and/or possession of the Golf Cart. I agree to be fully liable to the Lessor for any and all such injuries or damages.

Miscellaneous I represent that I have no medical or physical condition(s) which could interfere with my safety or others' safety during use of the Golf Cart, including, but not limited to, asthma, diabetes, epilepsy, or heart problems, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition(s).

I represent that I have adequate insurance or other assets and money to cover any injury or damage I may suffer or cause while operating or possessing the Golf Cart, and I agree to bear the costs of such injury or damage myself.

I fully understand that the Lessor, its employees, and agents are not physicians or medical practitioners of any kind. With this understanding, I hereby consent to and release the Lessor employees and agents to render necessary first aid care and/or to solicit emergency medical services, including emergency medical transportation to the nearest medical facility for additional medical treatment, as deemed necessary.

I fully understand and agree to follow and adhere to the Virginia Horse Center Foundation Golf Cart Rules and Regulations below.

I affirm that this Agreement supersedes any and all previous oral or written promises or agreements, relative to my renting, operating, and possessing of a Golf Cart on the Premises. By signing this Agreement, I acknowledge and agree that I am relieving the Lessor and its successors, assignees, officers, employees, and agents of any and all liability for any loss, damage, injury, or death resulting, in any way, from my use of the Golf Cart and that I am waiving my right to maintain a lawsuit against the Lessor or any of their successors, assignees, officers, employees, or agents on the basis of any claim. I further acknowledge that I have had sufficient time to read this entire Agreement and, should I choose to do so, consult with legal counsel prior to signing this Agreement. I also understand that I may not be able to rent, operate and/or possess a Golf Cart on the Premises if I were to choose not to sign this Agreement, and I agree that the opportunity to operate and possess the Golf Cart in return for the execution of this Agreement is reasonable. I have carefully read this Agreement and understand that the terms of this Agreement are legally binding upon me and upon my heirs, representatives, executors, administrators, and assignees.

Virginia Horse Center Foundation Golf Cart Rules and Regulations

1. Never drive recklessly or joy ride. Drive courteously. Obey all Virginia Horse Center Foundation safety rules and Virginia traffic laws.
2. Always be mindful and courteous of horses and riders.
3. ONLY HOLDERS OF A VALID DRIVER'S LICENSE 18 YEARS OF AGE AND OLDER MAY OPERATE THE GOLF CART
4. Never drive while intoxicated or under the influence of any drug or narcotic.
5. Avoid distractions while operating the Golf Cart just as you would in an automobile. Be safe and attentive -- avoid talking, texting, or reading, reaching for objects, applying makeup or eating while driving.
6. Only carry the number of passengers for which there are seats.
7. Drivers and all passengers should keep all body parts (arms, legs, feet) inside cart while vehicle is in motion, except when signaling a turn.
8. Do not allow anyone to ride standing in or on the back platform of the Golf Cart. Do not put vehicle in motion until all passengers are safely seated inside vehicle.
9. Operate the Golf Cart from the driver's side only.
10. Check blind spots before turning.

11. Carefully turn and look behind the Golf Cart before backing up.
12. Avoid sharp turns at maximum speed and drive straight up and down slopes to reduce the risk of passenger ejections and/or rollover. Use extreme care while driving after dark and avoid excessive speed, sudden starts, stops and fast turns.
13. Reduce speed due to driving conditions, especially on hills or other inclines or declines, near blind corners, intersections, pedestrians, horses, and during inclement weather.
14. Do not leave keys in the golf cart while unattended and make sure the parking brake is set.
15. Always yield to pedestrians, horses and be cognizant of motor vehicles.
16. Use extreme caution in inclement weather. Although a golf cart may shield you from the rain, it may not protect you from a lightning strike.

By signing this waiver, I acknowledge that I am personally responsible for any and all actions of individuals I allow to operate or use the golf cart during the rental period. I agree to hold harmless and indemnify the Lessor for any damages, injuries, or liabilities caused by others I authorize to operate the golf cart. Additionally, I sign the waiver voluntarily and under my own free will and not under duress.

Date _____ Golf Cart# _____

Lessee/Driver: _____

Signature:_____

Phone #_____

Address: _____City: _____

State: _____Zip: _____

Driver's License # _____ State: _____

Number of Days: _____
Deliver Date _____at _____am/pm Return Date _____at _____am/pm

OFFICE PORTION
_____ Days@$89.51 /day__=_____

_____Subtotal=____

_____Total=_____
: _____