

# Cypress Strand Condominium Association

## Rules Governing Golf Cart Usage

The following rules relate to owning and operating golf carts at Cypress Strand:

- All golf carts at Cypress Strand must be registered annually with Sentry Management. Golf cart registrations **MUST** include the following information:
  - The name, address and phone number of the owner of the golf cart.
  - Proof of liability insurance coverage by the owner specifically for the use of the golf cart.
  - The names and ages of all licensed drivers who may be allowed to drive the registered golf cart.
  - A signed Release, Waiver of Liability by the owner releasing the Association of any potential liability for injuries, damages or losses resulting from the operation of the registered golf cart.
- Golf carts may only be driven on the Association's paved streets. Golf carts may not be driven at any time on Association walkways.
- Golf carts may only park in driveways and designated motorized vehicle parking spaces. Golf carts may not be parked on walkways or grassy areas.
- Only licensed drivers are allowed to operate golf carts at Cypress Strand.
- At night, golf carts must be parked in the owner's garage. Golf carts are not allowed to be parked outside the owner's unit overnight.

**GOLF CART USE – RELEASE, WAIVER OF LIABILITY, AND AGREEMENT**

In exchange for the services, benefits and other valuable consideration received from Cypress Strand Condominium Association, Inc. (herein "Association"), including from my being permitted to use and operate a golf cart upon the Cypress Strand Condominium Property (herein "Property"), I hereby acknowledge and agree that:

1. **ASSUMPTION OF RISK.** I understand and recognize the scope, nature and extent of the risks involved with my use and operation of a golf cart on the Property. I voluntarily and freely choose to incur such risks, including but not limited to the following: physical, nonphysical, economic, noneconomic, actual, compensatory, consequential, incidental, and punitive damages or losses (herein collectively "Harms") that may result from my use and operation of a golf cart on the Property which includes, but is not limited to, Harms that occur to my person or to the golf cart while operating or driving in any manner, the parking or storing of the golf cart, and otherwise my riding in or on the golf cart (herein collectively "Golf Cart Activities").

2. **EXEMPTION FROM LIABILITY.** I voluntarily and freely exempt and release the Association, its officers, directors, managers, agents, servants, employees, owners and independent contractors from any and all liability, claims, demands, actions or causes of action whatsoever arising out of any damage and loss of any and all types, including, but not limited to, physical, nonphysical, economic, noneconomic, actual, compensatory, consequential, incidental, punitive damages or losses I may receive related to my use of a golf cart or conducting, participating, or engaging in Golf Cart Activities on the Property, **WHETHER SUCH LOSS, DAMAGE, OR INJURY RESULTS FROM THE NEGLIGENCE OF THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, MANAGERS, AGENTS, SERVANTS, EMPLOYEES, OWNERS OR FROM SOME OTHER CAUSE OR PERSON.**

3. **COVENANT NOT TO SUE.** I agree never to institute any suit or action at law or otherwise against the Association, their officers, directors, managers, agents, servants, employees, owners, or independent contractors nor to initiate any claim or assist in the prosecution of any claim for damages or cause of action which I, my heirs, executors or administrators hereinafter may have by reason of injury to my person or to my property arising directly or indirectly from my use of a golf cart on the Property or conducting, participating, or engaging in any Golf Cart Activities contemplated by this Agreement.

4. **INDEMNITY AGAINST THIRD PARTY CLAIMS.** I will indemnify, save and hold harmless the Association, their officers, directors, managers, agents, servants, employees, owners and independent contractors from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise out of my use of a golf cart on the Property or conducting, participating, or engaging in Golf Cart Activities. This duty to indemnify includes without limitation court costs and reasonable attorney's fees incurred in the defense of lawsuits.

5. **CONTINUATION OF OBLIGATIONS.** I agree, acknowledge and recognize without objection that the terms and conditions of the foregoing ASSUMPTION OF RISK, EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGAINST THIRD-PARTY CLAIMS shall continue in force and effect, now and in the future, and shall be binding upon my heirs, executors and administrators of my estate.

6. **COMPLIANCE.** I understand and agree that I may not use or operate a golf cart on the Property unless I do so in strict compliance with any rules regulating the use of the golf carts adopted by the Association.

IN WITNESS WHEREOF, I have affixed my legal signature this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness: \_\_\_\_\_  
Witness: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**NOTE: THE ASSOCIATION RECOMMENDS YOU CONSULT WITH YOUR ATTORNEY BEFORE SIGNING THIS LEGALLY BINDING DOCUMENT.**