

## Golf Cart Rental and Liability Release Agreement

Renter, please read carefully before initialing all pages and signing and returning.

Each Driver must also read and sign.

In consideration for the use of the Golf Carts and any related equipment, together referred to hereafter as the "Carts", the undersigned (the "Renter") agree to the following terms and conditions:

1. I promise to return the Carts to parking at CASA QUERENCIA upon completion of the rental period in as good a condition as it was when they were received. I further promise to operate the Carts safely and responsibly and I will preserve and protect the Carts from loss and damage to the Cart itself, my person or property and the person or property of others. I agree to be legally and financially liable for loss or theft of the Carts and/or all costs of repairs to restore the Carts to the condition in which it was received. I further agree that, during the term of this Agreement or the possession of the Carts, I am legally and financially liable for damage and/or injuries to my person or property and others persons and their properties, regardless of fault. I agree to reimburse the Carts Owner for any and all costs incurred in the course of enforcing the Carts Owner's rights hereunder, including legal fees and any other costs incurred in collecting any amount due hereunder.
2. I agree to hold harmless, defend and indemnify the Carts Owner, its employees and agents or anyone acting on his/her behalf for any and all damages and claims of any nature whatsoever, whether or not foreseeable, that may arise from the use of the Carts during the term of this Agreement or my possession of the Carts, including, but not limited to claims for damages to the Cart, and any person(s) or property. I agree to waive and all rights to redress against the Owner of the Carts.
3. I agree that only drivers who are at least 16 years of age and hold a valid drivers license or permit may be permitted to operate the Carts. Each such individual shall be named in this Agreement in the section provided below along with their signature acknowledging that they understood and agreed to the terms of this Agreement. I understand that there are no exceptions and that I am responsible for enforcing the terms of this Agreement.
4. I agree that I have inspected the condition of the Carts and that I have reported any existing damage to or problems with the Cart to the Owner.
5. I understand that operation of the Cart are subject to the laws and regulations as set forth by the State of Nayarit Transport and Transit Law and the Transit Rule Book of the Municipality of Bahia de Banderas. I agree that the Carts will be operated in accordance with such laws and regulations, including, specifically the requirement that persons driving the Carts must not be under the influence of alcohol and/or drugs. I understand that the Carts may not be driven legally on highways and agree that I will not drive the Cart on the Beach or outside of the Punta Mita resort premises. I further agree that I will be responsible for any and all violations of the terms of this Agreement, including any and all moving or parking violations and that any such violation may result, at the Cart Owner's sole discretion, in a revocation of Renter's privileges hereunder.
6. I agree that the maximum occupancy of the Carts are 4 and 6 persons, including children and that all passengers must remain seated at all times while the Cart is in operation.

7. I agree that State of Nayarit Law applies to the interpretation of this Agreement and that this Agreement is fair and correct, was executed in good faith and constitutes a valid and binding agreement between the parties and their successors and assigns, enforceable by any appropriate court in Bahia de Banderas, Nayarit, Mexico. I waive any rights I may have under any other jurisdiction. I further agree that if any clause or term of this Agreement is deemed null and void, the remainder of this Agreement shall remain in full force and effect.

I hereby acknowledge that I have freely and voluntarily agreed to the terms of this Agreement and that acceptance of this Agreement, as evidenced by my signature below, or by virtue of electronic acceptance of that certain Vacation Rental Agreement between myself and the Owner, of even date herewith and the acceptance of the keys to the Cart, creates a contractual obligation that binds me, my guests and all passengers who may use or operate the Cart, including any heirs, successors or assigns hereto.

Renter:

Owner:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Drivers License/Permit: \_\_\_\_\_

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Drivers Permitted to operate the Cart:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Age: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Drivers License/Permit #: \_\_\_\_\_

Drivers License/Permit #: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Age: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Drivers License/Permit #: \_\_\_\_\_

Drivers License/Permit #: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Age: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Drivers License/Permit #: \_\_\_\_\_

Drivers License/Permit #: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Age: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Drivers License/Permit #: \_\_\_\_\_

Drivers