

GABRIELS OVERLOOK P.O.A., INC.
GOLF CART DRIVERS WAIVER, RELEASE, AND INDEMNITY AGREEMENT

I, the undersigned resident of Gabriels Overlook, agree to the following provisions concerning use of golf carts within Gabriels Overlook.

USE AGREEMENT

I understand that the roadways within Gabriels Overlook (the "Private Roadways") are private, owned and maintained by Gabriels Overlook P.O.A., Inc. (the "Association"). I agree to comply with the rules of the Association governing the use of the private roadways at all times. I will not allow an unlicensed or reckless driver to operate my golf cart or UTV across the private roadways. I will not exceed the speed limit within Gabriels Overlook.

I have received a copy of the Private Roadway Rules in place at the time of my execution of this Agreement. I understand that the Private Roadway Rules and other rules of the Association are subject to change, and that it is my responsibility to ensure I am in compliance with the rules of the Association and I will ensure that any operator of my golf cart or UTV other than myself will be fully advised of the GO Roadway Rules. I agree to post a GO numbered sticker in a visible location on the front and rear of my golf cart or UTV and I acknowledge that I will be responsible for any violation of GO Roadway rules associated with the operation of my golf cart or UTV.

WAIVER

I am aware that risks involved with the operation of any motor vehicle, including golf carts and UTVs. I understand that the Association does not make any representations regarding the safety of operating golf carts on the Private Roadways, and I have not relied on any representation. I hereby agree to assume all risks associated with operation of my golf cart or UTV on the Private Roadways.

In consideration for being permitted to operate golf carts across the Private Roadways, I hereby RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Association, any of Association's owners, officers, employees, agents or assigns from any and all claims for damages for personal injury, death, property damage, destruction or loss, or claims of any nature whatsoever, that may relate to my use of a golf cart or UTV across the Private Roadways or other property of the Association. I INTEND THIS RELEASE TO BE VALID EVEN THOUGH SUCH CLAIMS MAY ARISE OUT OF NEGLIGENCE ON THE PART OF THE ASSOCIATION, ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS OR ASSIGNS. I AGREE THAT I, MY ESTATE, MY HEIRS AND ASSIGNS WILL INDEMNIFY, HOLD HARMLESS AND DEFEND THE ASSOCIATION, ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS BROUGHT ON MY BEHALF OR BY A THIRD PARTY AS A RESULT OF MY USE OF A GOLF CART UNDER THIS RELEASE OR USE OF A GOLF CART BY ANY OTHER RESIDENT OR GUEST OF MY PROPERTY.

BY MY EXECUTION OF THIS DOCUMENT I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS TERMS AND EFFECTS AND EXECUTE IT OF MY OWN FREE WILL.

Printed name of owner: _____

Signature of owner: _____

Address: _____

Cell phone number(s) for parents: _____

Date: _____

For Office Use Only –
insert Sticker Number for
this Vehicle: