

GOLF CART REGISTRATION FORM

Contact Information

Name: _____ Operator License #: _____

DOB: _____ Email: _____

Home Phone: _____ Mobile Phone: _____

Home Address: _____

Golf Cart Information

Make: _____ Model: _____ Serial Number: _____

Color: _____ Number of Seats: _____ Fuel/Power Source: _____

Equipment: _____ ie: headlamps, tail lamps etc.

Permit fee : \$60.00 + GST

Proof of \$2,000,000 liability insurance: ____ Yes ____ No

Conditions and Assumptions of Risk

In consideration for the issuance of a golf cart permit by the Village of Delburne, I, the undersigned permittee, hereby:

1. **COMPLIANCE:** I agree to abide by all conditions of the Traffic Safety Act, the Pilot Project (Golf Cart) Regulation, and the Village of Delburne Pilot Project (Golf Carts) Bylaw, all as amended from time to time. By obtaining this permit, I agree that I am liable, as the owner of the golf cart, for any use contrary to these rules and regulations. I further understand that my permit may be revoked or cancelled at any time for non-compliance.
2. **ASSUME ALL RISKS:** I knowingly and voluntarily assume any and all risks, known and unknown, associated with the operation, use, maintenance, and possession of the golf cart for myself and all operators and passengers, including but not limited to property damage, personal injury, disability, death, or economic losses.
3. **RELEASE OF LIABILITY:** I fully release, waive, discharge, and covenant not to sue or make any claim or demand against the Village of Delburne, its elected officials, officers, employees, volunteers, representatives, agents, and contractors (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, injury, or harm of any kind that may be sustained while operating, using, maintaining, or possessing the golf cart.

4. INDEMNIFICATION: I agree to defend, indemnify, and hold harmless the Released Parties from and against any and all liabilities, claims, damages, losses, costs, and expenses (including reasonable legal fees on a solicitor and client basis) arising out of or in any way connected with:
- a) The operation, use, maintenance, or possession of the golf cart;
 - b) Any breach of applicable laws, regulations, or Village bylaws;
 - c) Any claims for contribution, indemnity, or equitable relief brought against the Village by third parties;
 - d) Any actions or claims brought by passengers, operators, or any persons who I allow to operate or ride in the golf cart.
5. NO CONTRIBUTION: I expressly waive any right to seek contribution or indemnity from the Village of Delburne in the event I am held liable for any injury, death, or property damage related to the golf cart.
6. SEVERABILITY: If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. BINDING EFFECT: This agreement shall be binding upon my heirs, personal representatives, and estate.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND ACKNOWLEDGE THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Date: _____

Signature: _____

For Administration Use:

Date: _____ Golf Cart License issued: ____ Yes ____ No

Golf Cart Permit Number: _____