

Chequessett Club

GOLF CART RENTAL AGREEMENT

This agreement must be read and signed before a Member is permitted to take part in any Chequessett activity. By signing this agreement, the participant affirms having read it.

TERMS OF THIS AGREEMENT:

References: The provisions of the Agreement apply to all Renters, although one Renter may be the primary operator of the Cart. References to "Renter" below refer to all Renters.

Consideration: The Renter agrees that the provision of the Cart for rental to the Renter is adequate consideration for payment for the same, and all the terms of this Agreement.

Renter: The Member signing is the Renter, and is legally responsible for the cart, and any damages that may arise out of this agreement. The renter may allow a person over the age of 16 to operate the cart, but the Member/Renter remains personally liable for damages. The Renter affirms that he or she is familiar with the operation of the Cart and can operate the same in a safe and reasonable manner; that he or she will not allow anyone under the age of 16 to operate the Cart; and that the identifying information provided above is true and correct as of this date.

Condition of Cart: The Renter will inspect the Cart and will notify a Pro Shop Staff Member if the cart has significant damages prior to their use. Renter agrees to return the Cart immediately following the completion of his or her round of golf in as good condition as prior to this use, normal wear and tear excepted.

Operation of Cart: The Renter promises to operate the Cart in a safe, reasonable and responsible manner at all times, with no more than two riders at any one time. If you are caught abusing the cart, you will forfeit the cart and the rental fee.

Responsibility: The Renter is responsible for all claims of and/or damages to the cart, any other personal property, real property, and persons that arise out of this Agreement and/or the rental of the Cart. The Renter agrees to release, indemnify, and hold harmless Chequessett and its agents, employees, volunteers, contractors, and any other similarly associate with Chequessett, and their heirs, successors and assigns, from any claim for such damages.

Breach: The Renter agrees that if he or she breaches this contract in any way, or the employment of legal counsel is needed for any reasons arising out of this Agreement, he or she will pay all reasonable attorney fees and all other cost reasonably incurred. Venue for any action arising out of this Agreement shall be Barnstable County.

SAILING and TENNIS LIABILITY WAIVER, RELEASE AND INDEMNIFICATION

Sailing

The Member/parent/guardian recognizes that an element of risk is involved in all water sports, including sailing. Sailing is a potentially hazardous sport. Grounding, accidental jibes, man-overboards and equipment failures occur from time-to-time without warning and variations in wind and sea conditions, water traffic, submerged obstructions and other hazards to navigation exist. The Member recognizes and accepts such dangers and assumes all responsibility for all risk of bodily injury, death, or property damage, whether known or unknown, and whether caused by the negligence of Chequessett, its officers, directors, employees or agents ("Releasees") or otherwise. Therefore, to induce Chequessett to accept Member or his/her child or children into the Chequessett, the undersigned Member /parent/ guardian agrees to waive, release, discharge and not to sue Releasees from all liability, damages, claims or demands on account of injury to the person or property of the Member and/or his or her child or children, including death, whether caused by the negligence of the Releasees, or the Member, his/her child or children, or otherwise, arising out of or in any way connected with the operation of Chequessett or any activities at or in the use of, any facilities or equipment of Chequessett.

Tennis

I understand that strength, flexibility and other exercise, including the use of equipment involve the risk of injury. I am voluntarily using the Tennis Courts with knowledge of the dangers involved. I assume the risk of injury that might happen to me by using the facilities.

I understand that the Chequessett Tennis Courts will not be staffed and that it is my responsibility to become familiar with each piece of equipment used and fully understand the proper use of this equipment before operating it.

I understand that the Chequessett Tennis Courts is for playing and/or practicing Tennis only and that I will clean up the courts after each use. No glass, skateboards, basketballs, soccer balls, or other non-tennis products or equipment are allowed on the Tennis Courts.

SAILING and TENNIS

The undersigned further agrees to hold harmless and indemnify and defend Releasees from any and all claims, losses, damages, fees and liabilities growing out of or in any manner related to injury to a person (including the participant or his/her child or children or any adult or minor guests), including death, or damage to any property arising out of, or in any way connected with any action or inaction of the Member (or his/her child or children) or the operation of Chequessett or any activities on, or the use of any facilities or equipment of Chequessett by the Member (or his/her child or children) whether caused by the negligence of Releasees or otherwise.

I hereby acknowledge that I or my child or children may be photographed while participating in Chequessett activities and/or programs. I hereby unconditionally authorize Chequessett in its sole discretion, to use any such photographs in brochures, flyers and any other advertising, promotional or educational materials.

The undersigned further expressly agrees that the foregoing waiver and release is intended to be as broad and inclusive as permitted by the laws of the State of Massachusetts, and if any portion thereof is held invalid, it is agreed that the balance, notwithstanding, shall continue in full force and effect. The Member has read and voluntarily signed this agreement and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. This agreement shall be governed under Massachusetts law.