

**RELEASE AND WAIVER OF LIABILITY AGREEMENT**

**FOR USE OF ADAPTIVE GOLF CARTS**

**PLEASE READ CAREFULLY BEFORE SIGNING – IT AFFECTS YOUR LEGAL RIGHTS**

**BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO AN ASSUMPTION OF RISK, RELEASE OF LIABILITY & CERTAIN RIGHTS, AND INDEMNITY.**

I, \_\_\_\_\_ (Participant), acknowledge that I have voluntarily agreed to use an adaptive golf cart at a City and County of Denver Golf Course or Denver facility and in consideration of Denver Golf providing adaptive golf carts I agree to the following:

Adaptive carts are specialized mobility devices which enable golfers to participate in customary golf activities on the course and practice areas. I acknowledge that my use of an adaptive golf cart is voluntary. I agree using an adaptive golf cart and playing golf have inherent risks, hazards, and dangers, that may be known or unknown to me.

**Failure to properly operate or secure myself in an adaptive cart could result in serious personal injury or death.** I agree that I am solely responsible for my own safety, operation of the adaptive cart, and how I am situated in the cart (buckles, cushions, pads, adjustments, additional devices, etc.) I fully understand the controls and the safe operation of the adaptive cart.

**Operating an adaptive cart beyond its capabilities or on uneven surfaces or slopes could result in serious personal injury or death.** I agree that adaptive golf carts may not provide complete access to every element of the golf course and that I may not always be able to drive the adaptive cart to retrieve or play my ball as it lies. I acknowledge that I am solely responsible for determining the capabilities of the adaptive cart and I will avoid driving into areas where slope, wetness, surface type, topography, curbs, vegetation, or other natural and man-made conditions could allow the cart to slide, tip over, or otherwise harm myself or the cart.

**I, on behalf of myself, and my family, agree and promise not to sue and will forever release, waive, and discharge the City and County of Denver** and its elected officials, employees, contractors, agents, volunteers, and any sponsoring agencies and entities (collectively, DENVER) from any and all legal liability to me and my personal representatives, executors, heirs, beneficiaries, children, dependents, spouse, relatives, partners, and subrogees, for any and all claims, causes of action, judgements, liens, costs, or expenses of any nature whatsoever (collectively, CLAIMS) that arise from or in any way connected with any injury or illness (including disability or death) or any theft, loss or damage to property, directly or indirectly, related to or associated with my use of an adaptive golf cart **regardless of the cause(s) including condition of the course, condition of the adaptive cart, negligence of DENVER, or others.**

**I, on behalf of myself and my family, further agree, jointly and severely, to defend, indemnify, and hold harmless DENVER** from and against any and all CLAIMS that arise from or are associated with any injury or illness (including any disability or death) or any theft, loss or damage to property caused by my deliberate acts or by negligence, in whole or part, and resulting from or associated with my use of an adaptive golf cart or my participation in any Denver Golf activity.

**I further agree that DENVER is not responsible for any damage to, or loss or theft of my personal property.** No bailment or other legal duty exists on DENVER's part with respect to my personal property.

I have carefully read, clearly understand, and voluntarily sign this release and waiver agreement. I acknowledge and affirm that **I am at least 18 years old** and that this release and waiver agreement is legally binding. Failure to complete and properly sign this release and waiver agreement will result in the denial to rent or use a Denver Golf adaptive golf cart.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Mailing Address      City      State Zip

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**If participant is under the age of 18 legal parent or guardian acknowledgement and signature is required here:**

I have carefully read, clearly understand, and voluntarily sign this release and waiver agreement. I acknowledge and affirm that I am the legal parent or guardian of \_\_\_\_\_ (Participant) and that this release and waiver agreement is legally binding on their behalf. Failure to complete and properly sign this release and waiver agreement will result in the denial to rent or use a Denver Golf adaptive golf cart.

\_\_\_\_\_  
Signature of legal parent or guardian

\_\_\_\_\_  
Mailing Address      City      State Zip

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date