

**2020-2021 BLUE ROCK SPRINGS GOLF COURSE
PRIVATE CART SUPPLEMENTAL AGREEMENT**

Owner Name: _____

Member Number: _____

Co-Owner Name: _____

Barn: _____ Space: _____

This Blue Rock Private Cart Supplemental Agreement (this “Agreement”) is being executed by the undersigned member (the “undersigned”) of the Blue Rock Springs Golf Course in connection with his/her use of a private owned golf cart on the Blue Rock Springs East and West Golf Courses.

1. Waiver and Release. The undersigned hereby, or him/herself, expressly, absolutely and forever discharges, waives and releases, to the fullest extent permitted by law, The City of Vallejo, Touchstone Golf LLC, and Blue Rock Springs Golf Course, and its related parties, affiliates, divisions, officers, employees, agents, representatives, successors and assigns (collective, the “Course”) of and from any and all losses, injuries, damages, claims, costs, liabilities, expenses, actions and causes of action, of every nature, character and description whatsoever, whether foreseen or unforeseen, including, without limitation, personal injury, property damage, property loss, and wrongful death (collectively, “Claims”), which the undersigned may now have or may in the future have against the Course, arising out of, related to, or in connection with the undersigned’s use of his/her privately owned golf cart on or about the Course Property, and/or such use by any family member and/or guest of the undersigned. In this Section and throughout this Agreement, the term “Course” shall be broadly interpreted and applied to include all entities and persons associated with the Course Property.

2. Assumption of Risk. The undersigned acknowledges and understands that there are a number of risks associated with playing golf and using a golf cart. The undersigned assumes and accepts all risks associated with or related to (a) playing golf and/or using the Course Property (b) the use of a privately owned golf cart on or about the Course Property by the undersigned, and any guest of the undersigned, and/or (c) any loss, injury of damage resulting there from.

3. Indemnification. The undersigned agrees to indemnify, defend and hold the Course harmless from and against all Claims, including, without limitation, reasonable attorney’s fees and costs, directly or indirectly arising out of or attributable to, in whole or in part, the undersigned’s use of his/her privately owned golf cart on or about the Course Property, and/or such use by any guest of the undersigned. This indemnity shall be broadly interpreted and applied, to the maximum extent allowed by law.

4. Insurance. The undersigned shall, at the undersigned’s expense, obtain and continuously keep in force a policy of Combined Single Limit Bodily Injury and Property Damage Insurance insuring the undersigned, and naming the Course as additional insurers, against any liability arising out of, or attributable to, the undersigned’s use of his/her privately owned golf cart on or about the Course Property, and/or such use by any guest of the undersigned, in an amount not less than \$100,000.00 per occurrence. The limits of said insurance shall not, however, limit the liability of the undersigned hereunder. The undersigned shall deliver to Course a copy of such policy of insurance or certificate evidencing the existence and amounts of such insurance, satisfactory to the Course.

5. Acceptance. The undersigned acknowledge that the Course is relying upon this Agreement as valuable consideration for the undersigned’s use of his/her private golf cart on or about the Course Property, and/or such use by any guest of the undersigned.

6. Course Rules and Guidelines. The undersigned shall maintain his/her privately owned golf cart to safe operating condition, and keep the speed of his/her golf cart under 15 mph while on or about Course Property. The undersigned shall oversee that no other family member, friend, or guest, operate his/her golf cart while on or about Course Property.

Dated _____

Owner’s Signature _____

Dated _____

Co-Owner’s Signature _____