



Electric Golf Cart Release of Liability

In exchange for participation in the activity of the use of an Electric Golf Cart organized by Three Suns LLC, of 15133 Captiva Dr, Captiva, FL 33924, I, (Name) _____, of (Address) _____ (City) _____, (State) _____ (Zip) _____, agree for myself and (if applicable) for the members of my family to the following:

- 1. Agreement To Follow Directions.** I agree to observe and obey all posted rules and warnings and to follow any oral instructions or directions given by Three Suns LLC or its employees, representatives, or agents.
- 2. Responsibility for Familiarity and Compliance.** I acknowledge that it is my sole responsibility to become familiar with and abide by all state and local rules and regulations for using an electric Golf Cart on Captiva Island. I agree to adhere to these regulations at all times during the rental period.
- 3. Driver Requirements:** The primary driver of the Golf Cart must be 21 or older and provide proof of a valid Driver's License and automobile insurance. The driver's primary auto insurance is considered the listed primary insurance during the rental period.
- 4. Assumption of the Risks and Release.** I recognize that there are certain inherent risks associated with the above-described activity. I assume full responsibility for personal injury to myself and (if applicable) my family members and further release and discharge Three Suns LLC for injury, loss, or damage arising out of my or my family's use of or presence upon the facilities of Three Suns LLC, whether caused by the fault of myself, my family, Three Suns LLC or other third parties.
- 5. Indemnification.** I agree to indemnify and defend Three Suns LLC against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Three Suns LLC.
- 6. Fees.** I agree to pay for all damages to Three Suns LLC's facilities caused by my, my family's, or my guests' negligent, reckless, or willful actions.
- 7. Applicable Law.** Any legal or equitable claim arising from participation in the above shall be resolved under Florida law.
- 6. No Duress.** I agree and acknowledge that I am under no pressure or duress to sign this agreement and have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my legal

counsel review this agreement if I so desire. I further agree and acknowledge that Three Suns LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.

8. Arm's Length Agreement. This agreement and its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this agreement or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

9. Enforceability. The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or any other applications of such provision, as the case may be. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

10. Emergency Contact. In case of an emergency, please call _____ (Relationship: _____) at (phone) _____ (Day), or (phone) _____ (Evening).

11. Proof of Driver's Licence & Insurance *All information below is required.*

Driver's Name: _____ Auto Insurance Company: _____

* License State: _____ Auto Insurance Policy Number: _____

* License Number: _____

* You can text a photo of your license to 1-239-214-0361

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS AND VOLUNTARILY ACCEPT AND ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH OPERATING THE GOLF CART ON CAPTIVA ISLAND.

Primary Driver's Signature: _____

Date: _____

Electric Golf Cart

Golf cart transportation is a part of Captiva Island's charm. Three Suns Captiva has an electric golf cart available for your use. Additional Golf Carts can be rented from various rental companies on the island.

GUESTS OF THREE SUNS CAPTIVA MUST COMPLETE AND SIGN A WAIVER FORM AND PROVIDE PROOF OF DRIVER'S LICENSE AND INSURANCE PRIOR TO USING OUR GOLF CART

- A waiver form will be sent to you prior to your arrival
- The waiver form can be downloaded from <https://threesunscaptiva.com/golf-cart>
- A valid driver's license for all guests intending to drive the golf cart can be sent via text to 239-214-0361

CAPTIVA GOLF CART RULES

- Cart operators must have a valid driver's license
- Drivers of carts under 17 and operating at night must be accompanied by a licensed driver over the age of 21
- The maximum speed limit for a Golf Cart is 20 mph
- Carts are prohibited on beaches and must follow the same road rules as motor vehicles
- Golf Carts can operate on county roadways from Tween Waters Inn at 5951 Captiva Drive and northward to the gate of South Seas at 5400 Plantation Rd.
- Driving on the beach, on road shoulders, and outside permitted golf cart zones is strictly prohibited.
- Open containers of alcoholic beverages are prohibited.
- On-street parking is prohibited on the island of Captiva.
- Guests are responsible for the payment of any parking or traffic violations incurred during their stay.

Rules are also available on the town website: <https://captivacommunitypanel.com/golf-cart-regulations/>