



**Kennesaw State University
Golf Cart Liability Waiver and Release**

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:

LIABILITY RELEASE, INDEMNITY AND PROMISE NOT TO SUE:

I, the undersigned, in consideration of my agreement to use the golf carts owned and provided by Kennesaw State University ("Golf Carts"), acknowledge the following:

I hereby certify that I have a valid driver's license. I will obey all applicable laws and regulations while using the golf carts.

I am aware of the particular hazards of operating Golf Carts on campus, and that I accept responsibility and liability for any damages caused by my actions, particularly but not limited to, vehicular and property damage, injuries to myself or to other persons. I understand that by use of Golf Carts, there exists the potential for injuries and accidents, including but not limited to strains, sprains, scrapes, bruises, broken bones, concussions, and various injuries to the body, and I freely assume all risks incidental to such participation.

I understand that use of the Golf Carts is allowed only inside the KSU campus, and only on behalf of Sodexo activities on campus.

I will take all the necessary safety measures when using Golf Carts, including use of seat belts, if available, and driving at a reasonable speed. I will secure the Golf Carts when not in use.

I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from all liabilities, claims, actions, damages, costs and expenses of any nature arising out of, related to, or in any way connected with my use of the Golf Carts, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such liabilities, claims, actions, damages, costs and expenses including by way of example, but not limited to, all attorneys' fees, costs of court, and the costs and expenses of other professionals and disbursements up through and including any appeal. I, for myself, understand that this Release and Indemnity includes any claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury, property damage, and loss by theft or otherwise, suffered by me either before, during or after use of the Golf Carts. I declare that I am physically fit and have the skill level required to operate the Golf Carts. I further authorize medical treatment for me, at my cost, if the need arises. For the purposes hereof, the "Released Parties" are: Kennesaw State University, the Board of Regents of the University System of Georgia, all Course sponsors and charities, and each of their respective parent, subsidiary, affiliated or related companies; and the officers, directors, employees, agents, representatives, successors, assigns and volunteers of each of the foregoing entities.

This Waiver and Release Form shall be governed by the laws of the State of Georgia, and any legal action related to or arising out of this Waiver and Release Form shall be commenced exclusively in Georgia;

I certify I am eighteen (18) years of age or older.

I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF THIS LIABILITY RELEASE, INDEMNITY AND PROMISE NOT TO SUE.

Participant Information: (Please PRINT)

Name: First: _____ M.I. _____ Last: _____

Date of Birth: _____ **Emergency Phone Number:** _____

Signature: _____ **Date:** _____