

WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

Equipment Use Waiver - Oahu League

Waiver: In consideration of permission to use, today and all future dates, two golf carts (hereinafter referred to as "equipment") of Oahu League ("OL"), we, the officers and representatives of the

who agree to use said equipment owned by OL, **do hereby release, waive, discharge and covenant not to sue** OL, its directors, officers, employees, and agents from liability **from any and all claims, including the negligence of OL**, resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, use of equipment owned by OL.

Assumption of Risks: Use and control of a golf cart, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, from one facility/location to another, from one individual to another but the risks of driving, riding or using said equipment range from minor injuries to major and catastrophic injuries including paralysis and death. We understand and agree that it is our responsibility to assess the hazards presented by our use of said equipment and further agree that we are the ultimate judge as to whether any user can use the equipment without risk of harm to himself or herself.

We have read the previous paragraphs and we know, understand, and appreciate these and other risks that are inherent in the activities made possible by the use of said equipment. We hereby **assert that our use of said equipment is voluntary and that we knowingly assume all such risks incident to using the equipment. We also agree that only adults holding a valid Hawaii Driver's License shall be allowed to operate said equipment.**

Indemnification and Hold Harmless: We also agree to **INDEMNIFY AND HOLD OL HARMLESS** from any and all claims, actions, suits, procedures, costs, expenses, and liabilities, including but not limited to, personal injury, property damage or destruction, and death, as well as attorney's fees brought as a result of our use of said equipment and to reimburse OL for any such expenses incurred whether caused by negligence, breach of contract or otherwise, and whether for bodily injury, property damage or loss otherwise, which we may ever have against OL.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Hawaii and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: We have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that we are giving up substantial rights, including our right to sue.** We acknowledge that we are signing the agreement freely and voluntarily, and **intend by our signature(s) to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Name of Organization:

Representatives:

_____	_____	_____	_____
Print Name	Signature	Title	Date
_____	_____	_____	_____
Print Name	Signature	Title	Date