



Greensmere Golf & Country Club – Members’ Annual Cart Agreement

I understand and acknowledge that the activities of golf and operating a golf cart involve an element of risk and danger.

Greensmere Golf & Country Club (the “**Club**”) provides members with an option of renting and operating a golf cart for the duration of the 2024 golf season at the Club.

By agreeing to rent and operate a golf cart at the Club, I state that I have a valid driver’s licence, am familiar with the proper use of the golf cart and agree to the following:

- Assume all risk of loss or damage to the golf cart rented from the Club.
- Assume the risk of injury or death while operating the golf cart or other persons and damage to property arising from my use of the golf cart.
- Take all precautions to avoid loss or damage to the golf cart, damage to other property and injury to persons, arising out of my use of the golf cart.
- That I will only drive the golf cart in designated areas as per the posted signage or directions from the Club and that no other person will be permitted to operate the golf cart unless advised and approved beforehand by the Club.
- To indemnify, hold harmless and defend the Club and any other person for whom it is in law responsible, from any liability, suit, claim, demand, fine, action or proceeding of any kind which may be brought against it, and from and against any and all losses, costs, damages, or expenses (including legal fees and disbursements) suffered or incurred by the Club, howsoever caused, including but not limited to, by reason of any damage to property or injury (including injury resulting in death) or negligence to any person in any way connected to this agreement, including any duty of care owed under the *Occupiers’ Liability Act* or other applicable legislation, except to such extent that such claims or losses are caused directly by the negligence or wilful misconduct of the Club and/or its employees.
- This agreement shall be governed by the laws of the Province of Ontario and the courts of Ontario shall have exclusive jurisdiction to deal with any and all issues arising from this agreement.

Member Name:

Member Signature:

Date: