
Pebble Beach Company

Cart Operation Agreement, Assumption of Risk, and Release of Claims

1. I understand that improper operation of a Cart can cause serious injury and/or death. I agree to fully comply with each provision of this Agreement when operating any golf cart, utility cart, or any other cart ("Carts") on property owned by Pebble Beach Company ("PBC").
2. I certify that I have a valid driver's license.
3. Loose items may fall and compromise safe operation of vehicle. I will not move the Cart until all items on the Cart are properly secured, and will not transport items on the front passenger seat.
4. When parking the Cart (including for loading or unloading), I will always set the parking brake, set gear to "N" for neutral to prevent unintended movement, and turn the key to the "off" position. When leaving the Cart unattended, I will always remove the key.
5. I agree:
 - Not to operate a Cart while under the influence of drugs or alcohol.
 - Not to operate a Cart until I fully understand how to do so, and until I have checked to be sure the Cart is working properly (including brakes, accelerator, forward/reverse switch, lights, and turn signals) and is free of damage. I will promptly report any accidents, damage, or mechanical issues to a PBC manager.
 - To disconnect any charging cord and verify the selector lever is in the intended direction of forward or reverse before moving a Cart.
 - To TURN and check behind and around the Cart before backing up.
 - Not to operate the Cart without lights after dusk or before dawn.
 - To ensure the legs and arms of driver and passengers are inside the Cart whenever the Cart is in motion.
 - Not to allow passengers in utility beds or on the front or rear of any Cart.
 - To operate the Cart safely at all times, including: driving slowing and cautiously around pedestrians and equestrians, obeying all posted traffic signs, using lights and turn signals (including standard hand/arm gestures), and yielding to pedestrian and vehicle traffic.
 - Not operate the Cart while using a cell phone. The call (or text or email) can wait.

Assumption of Risk and Release Agreement

1. **Assumption of Risks:** I understand that there are inherent risks associated with operating a Cart, including collisions, overturning of Carts, falling out of Carts, and other incidents that could result in property damage and injuries ranging from minor bruises and strains to major and catastrophic injuries such as head trauma, brain damage, and even death.

I ACKNOWLEDGE THAT OPERATING A CART INVOLVES THESE RISKS OF BODILY INJURY AND DEATH, AND AM WILLING TO, AND HEREBY DO, EXPRESSLY AND VOLUNTARILY ASSUME ALL SUCH RISKS.

2. **Release and Discharge of Claims:** I hereby voluntarily release, discharge, and agree to hold harmless and indemnify PBC and its partners, members, directors, officers, employees, volunteers, representatives, affiliates and agents (the "Released Parties"), for myself and my heirs and assigns, from any and all claims, actions, or causes of action for personal injury, property damage, or wrongful death which arise from my operation of the Cart. I acknowledge that the Released Parties would not allow me to operate a Cart without this Release. I further agree not to bring suit or threaten suit against any of the Released Parties for any matter subject to this Release.

ACKNOWLEDGED AND AGREED:

Company Name: _____
Signature: _____
Print Name / Title: _____
Date: _____

