Golf cart rental waiver

Rental and permitted use of the golf cart

I voluntarily choose to rent, drive or ride in a golf cart supplied by **[Golf Cart Rental Company Name]**, or give permission for the person named in this form to do so.

The rental may include:

- Electric or petrol golf carts and low-speed vehicles
- Keys, chargers and any rear seats, storage or accessories listed on the rental agreement
- Delivery and collection, where arranged
- Use at a resort, holiday park, private community, event, golf course or other approved location

I may use the golf cart only in the areas and for the times the rental company has approved.

I understand that a golf cart is not a car. It may have no doors, no airbags, limited or no seat belts and limited braking, and it offers little protection in a collision.

The rental company may refuse, restrict or end a rental if it reasonably believes that a driver cannot use the cart safely, is not qualified or has broken these rules.

Deposits and fees remain subject to the rental company's cancellation and refund policies.

Driver age, licence and eligibility

I confirm that every driver meets the rental company's minimum age and licence requirements, as well as any age or licence requirement that applies where the cart is driven.

I will show a valid driving licence when asked. I understand that the rental company may keep a record of it, as this form allows.

Only drivers I have named to the rental company may drive. I will not let a child, an unlicensed person or anyone else who has not been approved take the controls.

Where I sign for a minor or another person who cannot legally provide their own consent, I confirm that I am their parent, legal guardian or otherwise legally authorised to provide consent on their behalf, and that I will supervise them as a passenger.

I confirm that each driver is physically and mentally capable of operating the cart safely, except for any condition or limitation disclosed to the rental company before the rental.

Road use and local rules

I understand that rules on golf carts vary by country, region, town, community and resort, and that a golf cart may not be legal on public roads unless it is registered, insured, equipped and driven as local rules require.

I am responsible for finding out where the cart may be driven, and I will ask the rental company if I am unsure. I will keep to any routes, crossings, speed limits and times of day the rental company or local rules allow.

I will not drive on public roads, cycle paths, pavements, beaches, golf greens or private land unless use there is permitted.

I accept responsibility for any fines, tickets, towing or penalties that arise from how or where the cart is used.

Golf cart risks

I understand that golf carts may seem easy and low-risk to drive, but that serious injuries can happen at low speed.

I understand that carts are narrow and light, and may be unstable because of their high centre of gravity and small wheels.

Possible risks include:

- Tip-overs on slopes, side hills, kerbs, ditches and sharp turns
- Passengers being thrown out, especially in turns or sudden braking
- Limbs being caught when an arm or leg is outside the cart
- Collisions with cars, other carts, cyclists, pedestrians, trees, posts and buildings
- Loss of traction or longer stopping distances downhill, or on wet grass, sand or loose surfaces
- Brake, steering, battery or other mechanical failure
- Poor visibility of the cart to other road users, especially at night
- Head, neck, spinal and limb injuries
- Burns or injury from batteries, chargers, fuel or hot parts
- Serious injury, permanent disability or, in rare cases, death

I understand that the rental company cannot eliminate every risk associated with golf cart use.

I voluntarily accept the ordinary and inherent risks of participation.

Seating and driving rules

I agree to follow the rental company’s instructions and all safety labels on the cart.

I agree to:

- Carry no more people than the number of seats, with no one standing, sitting on laps, on the rear bag rack or on the roof
- Keep all passengers seated, with hands, arms, feet and legs inside the cart, until it has fully stopped
- Use seat belts and child restraints where they are fitted or required
- Slow down before turning, and drive straight up and down slopes rather than across them
- Keep to a safe speed on hills, wet surfaces and rough ground, and never turn sharply at speed
- Use lights at night only if the cart is fitted and permitted for night use
- Give way to pedestrians and other road users
- Set the brake, remove the key and park on level ground when leaving the cart

I agree not to race, tow, carry heavy loads beyond the stated limit, drive off-road or modify the cart.

I will not drive under the influence of alcohol, cannabis, drugs or medication that may affect driving, and I understand that impaired driving laws may apply to a golf cart.

A serious breach of the rules may lead to the rental being ended immediately without a refund.

Inspection before use

I agree to check the cart with the rental company’s staff or by myself before driving, and to record any existing damage on the rental agreement, by photograph or as the rental company directs.

I agree to check that:

- The brakes, parking brake, steering, accelerator and reverse work correctly
- The tyres look properly inflated and undamaged
- Lights, horn, mirrors and seat belts work where fitted
- The battery charge or fuel level is adequate for my planned use
- The seats, roof and bodywork are secure

I will stop driving and contact the rental company immediately if the cart appears unsafe, is making unusual noises or has any warning light on.

Battery charging and fuel

For electric carts, I will use only the charger the rental company supplied and follow its charging instructions.

I agree to charge the cart in a dry, well-ventilated place, away from flames and sparks, and to keep children away from batteries and chargers. I understand that batteries may contain corrosive material and that some may give off flammable gas while charging.

I will not open the battery compartment, attempt to work on batteries or use a damaged cable, and I will report any leaking, swelling, overheating or smell immediately.

For petrol carts, I will use only the correct fuel, stop the engine before refuelling and not smoke nearby.

If the cart runs flat or out of fuel because of how I used it, I may be charged for the callout.

Damage, loss and additional charges

I accept responsibility for damage to, or theft or loss of, the cart and any accessories during the rental period, apart from normal wear and damage the rental company agrees was not caused by misuse.

I understand that charges may include:

- Repair or replacement of the cart, bodywork, roof, seats, windscreen, tyres, chargers, batteries and keys
- Towing, recovery and callouts
- Loss of use while the cart is repaired, where the rental agreement says so
- Cleaning, including removal of sand, mud or smoke odour
- Fines, tickets, late return and additional rental time

I will report a collision, injury, damage or theft immediately and, where required, also report it to the police or the site’s management.

I authorise the rental company to apply these charges to any deposit or payment method I have provided, where the rental agreement allows it. Any insurance or damage cover applies only as stated in its own terms.

Rental period and return

The rental period starts and ends at the dates and times on the rental agreement.

I agree to return the cart to the agreed location, or make it available for collection, on time and with the keys, charger and any accessories.

I will return the cart with the charge or fuel level the rental agreement states.

If I return it late, I may be charged for additional time at the rental company’s published rates.

Responsibility for the cart continues until the rental company has received it and recorded the return.

Physical condition and health

I agree to inform the rental company about any condition that may affect safe use of the rental, including:

- A current injury or physical limitation
- Back, neck or joint problems
- Heart, circulation or blood-pressure conditions
- Epilepsy, seizures, fainting or loss of consciousness
- Limited vision or hearing, or balance difficulties
- Recent surgery or medical treatment
- Pregnancy or possible pregnancy
- Medication that thins the blood or affects coordination, judgment or alertness
- A restriction recommended by a healthcare professional

I understand that staff are not medical professionals unless expressly stated otherwise.

I will stop and inform a staff member if I experience pain, dizziness, breathing difficulty, unusual weakness or another concerning symptom.

Alcohol, drugs and impairment

I will not operate or use the rented equipment while impaired by:

- Alcohol
- Recreational or illegal drugs
- Medication that affects judgment, coordination or alertness
- Fatigue, illness or another condition that makes participation unsafe

I understand that the rental company may refuse or end use of the rental if it reasonably believes that a renter is impaired.

No driver may drive the cart after drinking alcohol to an unsafe degree or using drugs or medication that affect driving. Local laws may treat this as impaired driving, even on private roads, and the rental company may end the rental if it reasonably believes that a driver is impaired.

Personal belongings

I understand that clothing and personal belongings may become dirty, wet, damaged, lost or stolen.

I am responsible for protecting phones, jewellery, glasses, clothing and other personal property.

To the fullest extent permitted by applicable law, the rental company is not responsible for ordinary loss or damage to personal belongings unless caused by liability that cannot legally be excluded.

Emergency assistance

If the renter becomes ill or injured, I authorise the rental company and its staff to:

- Provide reasonable first aid
- Stop the renter from continuing
- Contact an emergency contact
- Contact emergency medical services
- Arrange transportation to an appropriate healthcare facility
- Share relevant information with emergency responders
- Take reasonable action to protect the renter’s immediate safety

I understand that the rental company cannot guarantee that an emergency contact will be reached before assistance is provided.

I accept responsibility for medical, ambulance and treatment expenses unless applicable law or legally established liability requires otherwise.

Assumption of risk

I knowingly and voluntarily accept the ordinary and inherent risks associated with golf cart use.

I accept responsibility for injuries, losses or complications caused or materially contributed to by:

- Relevant information I concealed or provided inaccurately, including a driver’s age or licence
- A health condition or limitation I failed to disclose
- Driving where the cart is not permitted, or failing to comply with local rules
- Allowing an unapproved driver to drive, or too many passengers to ride
- Passengers not staying seated, or limbs being outside the cart
- My incorrect use, charging or fuelling of the cart
- My failure to inspect the cart or report a problem
- My reckless, unlawful or prohibited conduct
- My use of the cart while impaired or medically unfit

Liability release

To the fullest extent permitted by applicable law, I release **[Golf Cart Rental Company Name]** and its owners, directors, delivery drivers, mechanics, rental staff, employees, contractors and representatives from claims arising solely from:

- Ordinary and inherent golf cart risks knowingly accepted in this form
- Relevant information I concealed or provided inaccurately
- My failure to follow reasonable safety rules, local rules or instructions
- Overloading the cart, an unapproved driver, or passengers not staying seated
- Incorrect or unauthorised use, charging or refuelling of the cart
- My reckless, unlawful or prohibited conduct
- The conduct of another driver or road user where it was outside the rental company's reasonable control

This release does not exclude or limit liability that cannot legally be excluded or limited.

It does not apply to fraud, intentional misconduct, gross negligence, reckless conduct, breaches of mandatory safeguarding duties, violations of mandatory consumer rights or any other liability that applicable law prohibits the rental company from waiving.

Privacy and recordkeeping

I understand that the rental company may collect and retain information where reasonably necessary to:

- Register and identify renters
- Confirm consent and eligibility
- Manage bookings and activities
- Understand relevant health or support needs
- Maintain safety and incident records
- Respond to injuries, complaints or legal claims
- Meet insurance, safeguarding and legal obligations

Information will be handled according to the rental company's privacy notice and applicable data-protection laws.

Final declaration

By completing and signing this form, I confirm that:

- I have read and understood the entire waiver.
- The information provided is complete and accurate.
- Every driver meets the age and licence requirements that apply.
- I understand that road-use rules vary and that I must follow those that apply.
- I understand that golf carts can tip over and that passengers can be thrown out.
- I understand and accept the ordinary and inherent risks.
- I will carry no more people than there are seats, and passengers will stay seated.
- I will not drive under the influence of alcohol or drugs.
- I will inspect the cart and report any problem immediately.
- I accept responsibility for damage, fines and other charges as described in this form.
- I authorise reasonable emergency assistance where necessary.
- I had an opportunity to ask questions before signing.
- Renting and using the cart is voluntary.
- I understand that this form does not remove rights or protections that cannot legally be waived.

Renter completion

Contact details

First name *

Last name *

Phone

Email *

Driving licence number

Names of any other approved drivers

Number of seats *

- ◯ 2 seats
- ◯ 4 seats
- ◯ 6 seats
- ◯ 8 seats or more

☐ I have read, understood and agree to the Golf Cart Rental Liability Waiver and Assumption of Risk above. I confirm that the information provided is accurate, that I am authorised to sign for the renter where applicable and that I voluntarily accept the risks of golf cart use. *

Signature *