



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

I, the undersigned _____ in my capacity as the parent and natural guardian of the minor child hereinafter referred to as the ("Grantee") _____ do hereby acknowledge that I have made special application for permission for my child stated above to drive a golf cart on the golf course and premises of Prince's Grant Golf and Country Estate ("the Estate") in the full knowledge that my child is underage and does not hold a motor vehicle driver's licence and now agree as follows:

DISCLAIMER CLAUSE

I agree that Prince's Grant Homeowner's Association, their employees, agents and representatives (Hereinafter referred to as "PGHOA") are not responsible for any death, injury, loss or damage of any kind sustained by my child whilst he/she is the holder of a permit issued to drive a golf cart on the Estate, caused in any manner whatsoever.

DESCRIPTION OF RISKS

I acknowledge that I am aware of the possible risks, dangers and hazards associated with an under-aged and unlicensed driver being in control of and driving a golf cart on the Estate in an unsupervised manner, including the possible risk of severe or fatal injury to my child and others.

As the natural guardian of my minor child, who with my consent and guidance has applied for a permit to drive a golf cart at Prince's Grant, I accept and assume all such risks, dangers and hazards, including the possibility of personal injury to my child, death, permanent disability, property damage or loss occasioned through my child driving a golf cart.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

In consideration of PGHOA granting my son/daughter a Golf Cart Driving Permit, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have against PGHOA and their members, officers, employees, agents and independent contractors as a result of the issue of this permit and the driving of a golf cart by my child on the Estate;
2. TO RELEASE PGHOA from any and all liability from any loss, damage, injury or expense that my child or I may suffer including third party claims, as a result of my child driving a golf cart due to any cause whatsoever;
3. TO INDEMNIFY AND HOLD HARMLESS PGHOA from any and all liability for any damage including consequential damages to the property of PGHOA or its homeowners and/or residents on the Estate, or personal injury or damages to any third party, resulting from my child driving a golf cart at Prince's Grant or as occasioned by the issue of this permit.

4. THIS INDEMNITY AGREEMENT shall apply irrespective of whether such loss, injury, accident or damage is as a result of any negligent act or omission on the part of PGHOA or any of its employees, agents , mandatories or independent contractors or by the use of defective materials or equipment supplied by PGHOA or by way of any human or mechanical error, default or failure occurring on the Estate or whether such accident or injury or damage occurs from any other cause nothing at all excepted.
5. IF ANY PUNITITIVE ACTION is taken by any regulatory authority pursuant to the issue of this permit and PGHOA sustains any financial loss through such action or sanction, then the grantee shall reimburse PGHOA for the extent of such loss, including the costs of any attorney engaged to represent PGHOA on an attorney and own client scale.
6. IN THE EVENT OF MY CHILD instituting any action against PGHOA once he/she attains majority status then I hereby indemnity PGHOA against any damages that may be claimed against it by my child and agree to personally stand surety for any such claims or action in damages.
7. IN ENTERING INTO THIS AGREEMENT, I am not relying upon any oral or written representations or statements made by PGHOA either in the Golf Cart Permit Application or elsewhere other than what is set forth in this agreement.

ACKNOWLEDGMENT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, and warrant that I have public liability insurance cover extending to any action instituted by claimants who may be effected through the negligent driving of a golf cart by my child (the subject matter of this permit application) and further that I have entered into this agreement voluntarily, and that this agreement is to be binding on my heirs, executors, administrators, representatives and myself.

SIGNED AT PRINCES GRANT, KWADUKUZA on this _____ day of _____ 2021

FULL NAME: _____

IDENTITY NUMBER: _____

Signature