

***PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK***

In consideration of the services of Rock Rentals, their agents, owners, officers, volunteers, participants, employees, and all

other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "RR"), I hereby agree to release,

indemnify, and discharge RR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative

and estate as follows:

1. I acknowledge that my participation in golf cart activities entails known and unanticipated risks that could result in physical or

emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply

cannot be eliminated without jeopardizing the essential qualities of the activity.

 The risks include, among other things: slip & falls; collision with fixed objects or people; exposure to the elements could cause

sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; equipment failure or operator error; accidents involving other

vehicles; collision with fixed or movable objects, falls from the cart; the negligence of other operators of vehicles or myself;

equipment failure; weather conditions; my own physical condition; the condition of roads, terrain, or highways and accidents

connected with their use; contact with animals or insects; all of which could result in musculoskeletal or other injuries including

head, neck, and back injuries.

Furthermore, RR employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware

of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete

warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is

purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless RR from any and all claims, demands,

or causes of action, which are in any way connected with my participation in this activity or my use of RR's equipment or

facilities, including any such claims which allege negligent acts or omissions of RR.

4. Should RR or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to

indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to

bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical

condition I may have.

6. In the event that I file a lawsuit against RR, I agree to do so solely in the state of Florida, and I further agree that the substantive

law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of

this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

 By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this

activity, I may be found by a court of law to have waived my right to maintain a lawsuit against RR on the basis of any claim

from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be

bound by its terms.

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Participant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_