

**PRIVATE GOLF CART REGISTRATION; WAIVER OF LIABILITY,
ASSUMPTION OF RISK & INDEMNITY AGREEMENT “GOLF CART
WAIVER”**

Colbert Hills Golf Course

Private golf “cart(s)” may be used only by “Golf Cart Owner(s) & Member(s)” who acquire and maintain a current membership and are in good standing (“Champions Club Members, Benefactors, and Founders”) at Colbert Hills Golf Course. The privilege to use private golf “cart(s)” on Colbert Hills Golf Course property must be obtained on an annual basis in accordance with the terms of this agreement and the rules and policies as they may change from time to time. Each “Golf Cart Owner(s) & Member(s)” is responsible for the use and/or damage associated with their “cart(s)”. Private “cart(s)” must adhere to Colbert Hills golf cart restrictions (i.e. rough only, 90° rule, proximity to greens, etc.) always. Private golf “cart(s)” are privileges and granted only for the benefit of the undersigned “Golf Cart Owner(s) & Member(s)”, the “Golf Cart Owner(s) & Member(s)” spouse, and dependents that have a valid learner’s permit or driver’s license. Dependents without a valid learner’s permit or driver’s license may not operate the private golf “cart(s)” on Colbert Hill’s property. Private golf “cart(s)” will be inspected and approved each year by Colbert Hills management to comply with the standards as stated in this agreement. Only golf “cart(s)” displaying a current registration decal(s) placed on the back passenger side of a private golf “cart(s)” will be allowed access to the golf course and Colbert Hills Property.

Upon submittal of this agreement, the “Golf Cart Owner(s) & Member(s)” agrees to abide to all Colbert Hill’s rules and regulations for private “cart(s)”, including all applicable federal, state, county, and local regulations, as the same may be amended from time to time. Trailering golf “cart(s)” to Colbert Hills is strictly prohibited. The appearance and condition of private golf “cart(s)” is critical to the overall visual quality of Colbert Hills Golf Course.

As a participant in the private golf cart trail fee agreement at Colbert Hills Golf Course, the “Golf Cart Owner(s) & Member(s)” further understands and agrees:

1. I _____ (“Golf Cart Owner(s) & Member(s)”) agrees that in consideration of being permitted to use my personal golf cart (“Cart”) at Colbert Hills Golf Course (“Company”) located at 5200 Colbert Hills Drive, Manhattan, KS 66503, I do hereby release waive, discharge and covenant to hold

harmless the “Company”, its owner, members, officers, employees and agents from liability from any and all claims, including the negligence of “Golf Cart Owner & Member”, resulting in personal injury, accidents or illnesses, including death, property damage, and property loss arising from use of the “Cart(s)”.

2. Colbert Hills Golf Course and/or Kansas State University Golf Course Management and Research Foundation shall assume no responsibility or liability to the “Golf Cart Owner & Member” or any other person(s) involving or in any way related to the maintenance, use, or operation by the “Golf Cart Owner(s) & Member(s)” or any other person(s) of the private golf “cart(s)” at Colbert Hills Golf Course. The “Golf Cart Owner(s) & Member(s)” and any such other person(s) shall use the private golf “cart(s)” at his or her own risk. The “Golf Cart Owner(s) & Member(s)” is always responsible for the safe operation of the “cart(s)” while on Colbert Hills property.
3. The “Golf Cart Owner(s) & Member(s)” agrees to be held fully responsible for all damage caused by the operation(s) of the golf cart to Colbert Hills Golf Course Property.
4. The “Golf Cart Owner(s) & Member(s)” agrees to reimburse Colbert Hills Golf Course for all damages the golf course may sustain by reason of the operation, including without limitation, damage to other golf carts or personal private property of Colbert Hills Golf Course and/or any personal injury suffered by any person.
5. The “Golf Cart Owner(s) & Member(s)” agrees to maintain current Personal Insurance coverage as it pertains to liability and physical damage of the “Cart” while on property of Colbert Hills Golf Course. For further information, I understand that my current homeowner’s insurance carrier may provide me with information regarding inclusions and limitations of my current coverage as it pertains to my liability insurance and physical damage coverage.
6. The “Golf Cart Owner(s) & Member(s)” agrees to maintain membership status at Colbert Hills Golf Course in good standing for the full term of this agreement. “Golf Cart Owner & Member” utilizing their own carts without a valid registration sticker will be subject to applicable fines, suspension, or expulsion from Colbert Hills Golf Course. “Golf Cart Owner(s) & Member(s)” agrees that any fines will be billed and agrees to pay such amounts in full. Failure to pay fines within 14 business days will lose private golf cart privileges. “Golf Cart Owner(s) & Member(s)” further agree that violation of these rules and policies is unfair to Colbert Hills Golf Course and other fellow “Golf Cart Owner(s) & Member(s)” that follow the Colbert Hills Golf Course rules, regulations, and policies.

7. A Yearly registration decal(s) will be issued for each cart(s) when the signed Agreement, including proof of insurance and payment of **\$300.00** are received. **The deadline for current “Golf Cart Owner(s) & Member(s)” to agree to these terms and conditions will be May 1st, 2024. After May 1st, 2024, the Private Golf Cart Trail Fee agreement will increase to \$500.00.** Registration decals shall be placed on the back passenger side of the cart in clear view. 2024 Registration is valid to 12/31/2024. Registration decal(s) will be renewed annually in January and will automatically renew unless informed in writing, submitted to the General Manager or Head Golf Professional that the “Golf Cart Owner(s) & Member(s)” wishes to discontinue the private cart trail fee agreement.
8. If the “Golf Cart Owner(s) & Member(s)” or registered driver commits infraction(s) (i.e. driving in fairways when restricted to cart path or rough only, failure to check in with the pro shop etc.) the following steps will take place.
 1. Written or Verbal warning about our policy and fines. This will be documented with Colbert Hills Management.
 2. \$500.00 fine and a one-month suspension of private cart privileges.
 3. \$750.00 fine and removal of private cart privileges for the duration of the contract.
 - i. Failure to pay fines or adhere to the suspension will result in removal of golf privileges.
9. Handicap flags must be purchased by the “Golf Cart Owner(s) & Member(s)” and Colbert Hills Golf Course must be provided with a signed document from the “Golf Cart Owner(s) & Member(s)” doctor stating that due to the “Golf Cart Owner(s) & Member(s)” medical needs this is required. At that point the flag must be attached and visibly displayed when accessing Colbert Hills property to prevent false reports of infractions. Handicap carts must maintain a minimum of 15 feet from all greens.
10. All “Golf Cart Owner(s) & Member(s)” owned golf carts MUST obtain a starting time before playing the golf course and MUST start on the hole(s) assigned by the golf shop staff. Starting to play on any other hole on the course is strictly prohibited without permission to ensure that other “Golf Cart Owner(s) & Member(s)” and Guest are not inconvenienced.
11. To preserve course conditions private carts must maintain a minimum of 30 yards from putting greens unless on the cart path. At no time shall any private cart leave the cart path on a Par 3. “Golf Cart Owner(s) & Member(s)” must observe all signs, markers, and instructions from Colbert Hills staff regarding using golf carts off the cart paths.

12. Light Bars are strictly prohibited on private golf “cart(s)”.
13. Two people and two sets of clubs are the maximum permitted per “cart(s)” while playing golf. Four Person golf “cart(s)” may allow up to four individuals to ride, however no more than two sets of golf clubs may be placed on the “cart(s)”. Each golfer must have their own set of clubs to ensure proper pace of play.
14. The maintenance of the private golf “cart(s)” is the sole responsibility of the “Golf Cart Owner(s) & Member(s)”. To maintain a beautiful, attractive, and pleasing environment for our members and public play, Colbert Hills Golf Course reserves the right to strictly enforce the highest level of maintenance and appearance of private “cart(s)”.
15. “Golf Cart Owner(s) & Member(s)” agree that all alcoholic beverages consumed on Colbert Hills Golf Course property must be purchased from the club. Failure to comply with these rules and regulations creates liability for Colbert Hills Golf Course and jeopardizes our insurance coverage and our liquor and beer licenses necessary to operate. If caught with alcohol not purchased from Colbert Hills, the “Golf Cart Owner(s) & Member(s)” will surrender all of the alcoholic product and potentially receive multiple violations that could result in fines or loss of privilege to a private “cart(s)”.
16. Unauthorized activity of people on the golf course should be reported to the Golf Shop immediately. Privately owned golf “cart(s)” that are not registered with a valid agreement are not permitted on the course. Individuals may drive to the clubhouse, park, and use Colbert Hills golf cart.
17. If a “Golf Cart Owner(s) & Member(s)” of the Private Golf Cart Program wishes to use their private “cart(s)” in a tournament, we request that they arrive to Colbert Hills clubhouse at least 30 minutes prior to starting so that the staff can have orderly alignment of the “cart(s)”.
18. Private “cart(s)” are not to be parked overnight on Colbert Hills property.
 - a. Private “cart(s)” are not allowed on the driving range tee area and should always remain on the cart path.
19. Private golf “cart(s)” may access Colbert Hills Property only at designated locations (i.e. holes 5, 6, 13,14, and 17 but not limited to those specific locations). Accessing Colbert Hills property through native grass, mowed grass, dirt, creeks, or other methods are strictly prohibited. Private golf “cart(s)” are not permitted on the golf courses for any reason other than golf and only after the “Golf Cart Owner(s) & Member(s)” has checked in with the Pro Shop. Site seeing, dog running, and/or joy rides on golf course property is strictly prohibited for everyone’s safety.

20. “Golf Cart Owner(s) & Member(s)” performance of any provision of this agreement or the rules and regulations applicable to private golf “cart(s)”, as the same may be amended from time to time. Even if unknown this will not affect the right of Colbert Hills Golf Course to require the “Golf Cart Owner(s) & Member(s)” performance of that provision or to exercise any right, power or remedy under this agreement or the rules and regulations. Should any dispute arise from this Agreement, the “Golf Cart Owner(s) & Member(s)” agrees that Kansas courts will have the exclusive jurisdiction over the matter. The prevailing party shall be entitled to all legal fees, costs, and expenses associated with any dispute to this agreement.
21. If “Golf Cart Owner(s) & Member(s)” choose to not adhere to these regulations and requirements Colbert Hills will provide you with a golf cart for your round. Colbert Hills will enforce pairing up with individuals in your group to prevent individual carts being utilized.

Please remember that the safety of others depends upon your actions and responsible golf etiquette and behavior are required. Golf has always been a great outdoor recreational experience to enjoy with family and friends. Golf is fundamentally built on players conducting themselves with honesty and integrity while following the rules and regulations of the game and the facilities they play.

Signature of Member: _____

Spouse’s Name: _____

Dependent’s Name: _____ D.O.B. _____

Dependent’s Name: _____ D.O.B. _____

Dependent’s Name: _____ D.O.B. _____

Dependent’s Name: _____ D.O.B. _____

Dependent’s Name: _____ D.O.B. _____

Date: _____