



COLBERT HILLS

PRIVATE GOLF CART REGISTRATION; WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT "GOLF CART WAIVER"

Colbert Hills Golf Course

Private golf carts may be used only by "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 a private golf cart on Colbert Hills Golf Course property must be obtained on an annual basis in accordance with the terms of this agreement and with installation of FairwayIQ GPS unit on each private cart. Each member is responsible for the use and/or damage associated with their cart(s). Private carts must adhere to Colbert Hills golf cart restrictions (i.e. rough only, 90° rule, proximity to greens, etc.). The use of private carts is a privilege and granted only for the benefit of the undersigned, spouses, 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 carts on Colbert Hill's property. Private golf carts appearances and condition are critical to the overall visual quality of Colbert Hills Golf Course.

Upon submittal of this agreement, the undersigned, spouse, and dependent(s) agree to abide to Colbert Hills rules and regulations stated below for private carts, including all applicable federal, state, county, and local regulations.

1. I _____ agree that in consideration of being permitted to use my personal golf cart at Colbert Hills Golf Course located at 5200 Colbert Hills Drive, Manhattan, KS 66503, I do hereby release, waive, discharge, and covenant to hold harmless Colbert Hills Golf Course, its owners, members, officers, KSUGCMRF Board of Directors, employees and agents from liability from any and all claims, including the negligence of the golf cart owner, resulting in personal injury, accidents or illnesses, including death, property damage, and property loss arising from use of the private cart.
2. Colbert Hills Golf Course and/or Kansas State University Golf Course Management and Research Foundation shall assume no responsibility or liability to the private golf cart, its owner(s), or any other person(s) involved in any way related to the maintenance, use, or operation of the private golf cart(s) at Colbert Hills Golf Course. The owner(s) and any such other person(s) shall use the private golf cart(s) at his or her own risk while on Colbert Hills property.
3. The member agrees to be held fully responsible for all damage to Colbert Hills Golf Course property caused by the operation of the golf cart.
4. The member 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.
5. The member agrees to maintain membership status at Colbert Hills Golf Course in good standing for the full term of this agreement.
6. A yearly registration decal(s) will be issued for each cart(s) when the signed agreement, including proof of insurance, installation of FairwayIQ and payment of \$300 are received.
 - a. Registration decals shall be placed on the back passenger side of the cart in clear view. Registration is valid until December 31st. Registration fees for 2024 will be prorated.
 - b. Registration decal(s) will be renewed annually in January and will automatically renew unless informed in writing, submitted to the Colbert Hills General Manager or KSUGCMRF Executive Director that the member wishes to discontinue the private cart trail fee agreement.

- c. FairwayIQ GPS systems will be installed and removed, if this agreement is terminated, by certified FairwayIQ technicians or Colbert Hills management.
 - d. Implementation of FairwayIQ will be completed on a mutually agreed date as this will ensure transparency and smooth installation of the technology.
- 7. If sensors are disconnected or removed, the FairwayIQ system automatically notifies both FairwayIQ headquarters and Colbert Hill's management.
- 8. If the member or driver commits multiple infractions and disregards Colbert Hills Management the following steps will take place.
 - 1. A sit-down meeting with the Colbert Hills General Manager and KSUGCMRF Executive Director. This meeting will include a discussion of the Private Cart Agreement, FairwayIQ data, Colbert Hills policies and potential for fines should violations continue.
 - 2. If violations continue, the member will be assessed a \$300 fine and will receive a written notice that violations have continued to occur and that additional fines may be assessed.
 - 3. If violations occur after the \$300 fine, a \$500 fine will be assessed, and private cart privileges will be suspended for one month.
 - 4. Failure to pay fines or adhere to the suspension notices will result in additional penalties up to and including removal of golf privileges.
- 9. Members utilizing their own carts without installation of FairwayIQ will be subject to applicable fines, suspension, or expulsion from Colbert Hills Golf Course.
- 10. To preserve course conditions private carts must maintain a minimum of 30 yards from all putting greens unless on the cart path. At no time shall any private cart leave the cart path on a Par 3.
- 11. Grande Mere residents that own private golf carts and are not members cannot use their carts to access Colbert Hills property.

If members choose to not adhere to these regulations and requirements Colbert Hills will continue to provide you with a golf cart for your round. Please remember that the safety of others depends upon your actions and responsible golf etiquette is required.

Make of Cart: _____

Power type (please circle one): Lithium Lead Acid Gas

 Member Signature

 Date

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. _____