



## North Texas Jellystone Park™ Personal Golf Cart Application

Name of Applicant \_\_\_\_\_  
First Name, Last Name

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Daytime phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Mobile phone (\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_ DL No. \_\_\_\_\_ State \_\_\_\_\_

State Issued Placard Permit Number: \_\_\_\_\_

Name of Placard Holder (if different from Applicant): \_\_\_\_\_

Relationship to Placard Holder: \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

### **FOR SAFETY AND SECURITY** (initial next to each)

1. \_\_\_\_ Children May Not Operate or lap ride on a golf cart at any time.
2. \_\_\_\_ No alcohol while operating or riding golf carts in North Texas Jellystone Park™ .
3. \_\_\_\_ Golf carts are to be driven on paved roads within the confines of the park property (no offroad/trails)
4. \_\_\_\_ All passengers must remain seated while the golf cart is moving.
5. \_\_\_\_ Observe all traffic signs. Please note the 10 mph speed limit in the park.
6. \_\_\_\_ Do not overload any golf cart vehicles (4 persons allowed on 4-seater & 6 persons allowed on 6-seater).
7. \_\_\_\_ Golf carts may not be operated during quiet hours (10:00 pm to 7:00 am).
8. \_\_\_\_ Violation of the agreed terms will result in removal from the park.

### **Accidents**

Should the Cart cause or become involved in an accident of any kind, regardless of the seriousness, the operator of the Cart must stop and contact North Texas Jellystone Park™ security and/or a police officer, and in such event the operator of the Cart must remain at the accident scene until Park Ranger and/or police personnel advise they may leave.

### **NTXJP Not Responsible Damage or Loss**

Neither North Texas Jellystone Park™ nor any of its representatives shall be responsible for damage or loss to the Cart or personal property left in or around the Cart, or damage done by the Cart.

### **Certification**

I certify that I am at least eighteen years old and have a valid driver's license. I understand that North Texas Jellystone Park™ or affiliates may require me to provide it at any time. I agree that the privileges extended to me WILL NOT BE TRANSFERRED TO ANOTHER AND CAN BE REVOKED at any time and for any reason which North Texas Jellystone Park™ determines in its discretion to be appropriate, including, but not limited to, improper use, misconduct, or misuse of any privilege granted to me.

### **Assumption of Risk**

I understand that my presence on the premises of the North Texas Jellystone Park™ and the operation of carts can expose me to dangers both from known risk and unanticipated risk. I willingly and voluntarily assume these risks, including the risk of negligent conduct by others. I recognize that negligent conduct can cause property damage and personal injury including serious injury or death.

### **Insurance**

I shall procure and maintain during the time my Cart is on the premises of North Texas Jellystone Park,™ at my sole cost and expense, the insurance coverages as specified in this section, (coverage limits may be satisfied with a combination of primary, umbrella, and/or excess insurance policies), during this Agreement.

(a) Commercial General Liability: Coverage limits must be equal to but not less than a combined single limit of Five Million Dollars (\$5,000,000) and include coverage's for (i) Bodily Injury and Property Damage Liability, (ii) Products/Completed Operations (iii) Personal Injury Liability, and (iv) Contractual Liability covering the indemnification provisions of this Agreement.

(b) Additional Insureds: Each liability policy shall either name, add, or include as Additional Insured the following: North Texas Jellystone Park™

(c) Certificates of Insurance: On or before execution of this Agreement, I shall provide certificates of

insurance to North Texas Jellystone Park™ as evidence that policies specified in this section providing the required coverage, conditions, and limits are in full force and effect.

(f) I agree to notify North Texas Jellystone Park™ within two (2) days of receipt of cancellation notice should any of the above described policies cancel prior to the expiration date.

(g) The fulfillment of the insurance obligations hereunder, however, shall not otherwise relieve me of any liability assumed by me hereunder or in any way modify my indemnity obligations.

(h) The provisions of this section shall survive the expiration or termination of this Agreement.

(i) If, at any time during which my Cart is on the premises of North Texas Jellystone Park,™ it is determined that such policy has been canceled or has expired or is otherwise not in full force and effect, it shall constitute a material breach of this Agreement and I agree that the Cart subject to this Agreement shall be forced to leave the premises without ability to return. I agree to allow, and hereby permit, North Texas Jellystone Park™ to call my insurance company and verify continuing coverage at any time. I understand that if I cancel any such policy after signing this Agreement during the term of this Agreement, it shall constitute fraud.