

Defense Release, Indemnity, and Hold Harmless Agreement

As provided in the Town of Eleanor’s Motorized Cart Ordinance any person operating a Golf Cart on designated streets, roads, pathways, or highways within the Town of Eleanor’s jurisdiction, does so at their own risk and peril, and must operate said vehicles with due caution and circumspection and with regard for the safety and convenience of other motor vehicles, bicyclists, and pedestrians.

The undersigned owner and registrant hereby agrees to indemnify, defend, and hold the Town of Eleanor, its officers, agents, servants, employees, assistants, legal representatives and their heirs, executives, executors, administrators, and assigns, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs of investigation and defense thereof, including but not limited to, attorney fees, court costs, and expert fees, of any nature whatsoever arising out of an incident to the acts or omissions of the Owner and Registrant, its officers, agents, employees, contractors, subcontractors, subleases, licensees, invitees, or any third persons in the use of the Owner’s and Registrant’s Golf Cart, regardless of where the injury, death, or damage may occur.

OWNER
Signature _____
Print Name _____

WITNESS
Signature _____
Print Name _____

Permit Decal # _____

State of West Virginia
County of Putnam
Town of Eleanor

Sworn and subscribed before me this ____ day of _____, 20_____.

Notary Public My Commission Expires: _____.

**TOWN OF ELEANOR
GOLF CART OWNER REGISTRATION**

Golf cart owner's name(s): _____

Owner's Physical Address: _____

City/Town: _____ **State:** _____ **Zip:** _____

Owner's Mailing Address: _____

City/Town: _____ **State:** _____ **Zip:** _____

Owner's Telephone No. Daytime: (____) _____ **Night time:** (____) _____

Owner's Date of Birth: _____ **State:** _____

Make of golf cart (Mfg): _____

Color of golf cart: _____ **Model (Year):** _____

Serial Number of golf cart: _____

Liability Insurance Provider: _____

Insurance Policy Number: _____

I have completed the registration for the above Cart and agree to additional assessments as may be required in support of this ordinance. I acknowledge that I will assume all liability, and am fully responsible for the operation of the above Cart on the streets, roads, pathways, and highways in the Town of Eleanor. I also acknowledge that the Town of Eleanor, in providing this privilege, is in no way endorsing the operation of this Cart on the streets, roads, pathways, or highways and does not and will not assume any liability in the operation of the Cart. I agree to indemnify and hold harmless the Town of Eleanor for any and all liability arising from the use of this golf Cart. I will insure that the assigned proof of compliance will remain attached to the front driver's side of the Cart at all times. I furthermore insure that I will obey all the rules and regulations set forth by the Town of Eleanor and the State of West Virginia concerning the operation of a Cart within the town limits.

Owner's Signature

Date

.....
For Town's Use Only

Permit Decal # _____

Approved by:

Signature

Date

Approved for Day and Night Operation _____

Approved for Daylight Operation Only _____