



Mercedes-Benz

Please fax these forms and a photocopy of your Drivers License to (585) 219-5635,  
or scan and e-mail to mbudzar@pgahq.com

## Mercedes-Benz Fleet WAIVER and RELEASE

In consideration of, and as a condition to being permitted to use a Mercedes-Benz vehicle, the undersigned ("Driver") for himself/herself, his/her personal representatives, heirs and next of kin, acknowledges, represents and agrees as follows:

### Driver represents and warrants that he/she:

1. Is 21 years of age or older and possesses a currently valid driver's license;
2. Can see and hear well enough to operate a motor vehicle properly and safely on public and private roadways and is wearing any eye wear or hearing apparatus required to operate a motor vehicle properly and safely;
3. Will operate the vehicle in a safe manner, observing all traffic laws while on public and private streets will properly wear seat belts while in a vehicle in operation, and will follow instructions, recommendations and cautions of the representatives of Mercedes-Benz USA, LLC ("MBUSA") and/or its agents and contractors at all times;
4. Will not be under the influence of any alcohol or illegal drug;
5. Will not be under the influence of any legal drug which would impair his/her driving ability or to understand or comply with oral or written directions regarding the use of a vehicle, and does not have any physical condition which would impair his or her driving ability to operate the vehicle, nor does Driver have any physical condition which would make driving an undue risk to Driver, other vehicle occupants or vehicle;
6. Understands this is a non-smoking vehicle.

### Driver hereby acknowledges and agrees as follows:

1. Driver hereby elects to participate and voluntarily assumes all risk of loss, danger or injury, including death, that may be sustained by he/she or any loss or damage to any of her/his property.
2. That he/she will only be permitted to use the vehicle if representatives of Mercedes-Benz and/or its agents or contractors determine in their sole discretion that Driver is in compliance with program guidelines and the representatives' instructions, and is not engaging in any activity which presents any additional danger to herself/himself or others participating in the program.
3. That he/she will be responsible for any parking or traffic fines and penalties in connection with the use of the vehicle and that he/she agrees to indemnify MBUSA for any damage or loss to the vehicle.

### Release by Driver:

Driver hereby releases, waives, and discharges all claims and potential claims against, and covenants not to sue MBUSA and its agents and contractors, any of their respective subsidiaries, parents, affiliated entities, agencies, or any of their subsidiaries or affiliated entities or any of their respective officers, employees and agents and facilities with respect to any damages, injuries or losses of any kind to the Driver or any vehicle or any property damage or loss to any other party arising in connection with the Driver's participation in this program or the Driver's operation or use of the vehicle whether caused by negligence of Releasees or otherwise, except for damages, injuries or losses arising directly from the gross negligence of MBUSA and/or their agents or contractors.

### Miscellaneous:

Driver acknowledges that this Agreement and Release is given in exchange for good and valuable consideration. This Agreement shall be governed by the laws of the State of New Jersey. Ambiguities herein shall not be construed against the drafter. Driver further expressly agrees that the foregoing release and waiver is intended to be as broad and inclusive as is permitted by applicable law, and, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE AGREEMENT AND VOLUNTARILY SIGN IT, AND FURTHER ACKNOWLEDGE AND AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, APART FROM THE FOREGOING, HAVE BEEN MADE, AND THAT I HAVE BEEN OFFERED THE OPPORTUNITY NOT TO PARTICIPATE IN THE PROGRAM IF I DO NOT AGREE.**

**A photocopy of your valid Drivers License must be included with this completed form. Thank you!**

Signature \_\_\_\_\_

Date \_\_\_\_\_, 2013

### **Please Print:**

Last Name

First Name

Middle Initial

Address

City, State

Zip

Driver's License Number

State

Expiration Date

The **PGA Golf Enterprises, Inc.** agrees to loan the following Mercedes-Benz vehicle (the "Vehicle") to the undersigned **Principal Driver** in accordance with the terms and conditions of **PGA Courtesy Car Loan Program** as set forth herein. The Vehicle shall be loaned from \_\_\_\_\_ [Date Received] until \_\_\_\_\_ [Anticipated Date of Return] pursuant to the terms and conditions set forth below:

Event Name: 2013 PGA Championship

Vehicle Description

VIN # \_\_\_\_\_

Year \_\_\_\_\_

Model \_\_\_\_\_

Pick Up Mileage \_\_\_\_\_

Date \_\_\_\_\_

Vehicle Condition \_\_\_\_\_

Return Mileage \_\_\_\_\_

Date \_\_\_\_\_

Vehicle Condition \_\_\_\_\_

(Principal Driver is referred to as "Authorized Drivers") All Authorized Drivers must be a minimum of 21 years of age, be insurable, possess a current valid driver's license and a good driving record. All Authorized Drivers must comply with the requirements set forth in this Agreement. Each Authorized Driver must present their driver's license for verification and validation prior to the release of the Vehicle.

Name of Principal Driver (please print) \_\_\_\_\_

☐ Check box if information is the same from the Mercedes-Benz Waiver and Release

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Principal Driver's License # \_\_\_\_\_ State \_\_\_\_\_ Expires (D/M/Y) \_\_\_\_\_

***In consideration for the complimentary use of the Vehicle, the undersigned Principal Driver, agrees to fulfill the following obligations applicable to the use of the Vehicle subject to the following terms and conditions:***

- 1. Financial Responsibility and Indemnification.** Principal Driver is personally liable for the payment of and/or defense of claims arising from any traffic or Vehicle related citations attributable to the use of the Vehicle.
- 2. Vehicle Ownership Disclosure, Vehicle Condition Requirements, Vehicle Return Information.** The Vehicle is, and shall remain, the property of Mercedes-Benz. Mercedes-Benz makes no warranty other than that expressed in its new vehicle limited warranty, a printed copy of which is furnished in the Vehicle. Ordinary operating expenses such as gas, oil, grease, tire repair, and other incidentals are the responsibility of the undersigned. The Vehicle shall be returned after completion of the event to a PGA representative at the designated Vehicle return location. Instruction as to where the Vehicle is to be returned will be provided on Friday of Championship Week. **PRINCIPAL DRIVER MAY BE SUBJECT TO CRIMINAL PROSECUTION IF VEHICLE IS NOT RETURNED AS SPECIFIED HEREIN.** Principal Driver agrees to return the Vehicle in the same condition it was received subject to reasonable wear and tear. All repairs to restore the Vehicle to such condition shall be performed at a Mercedes-Benz approved facility at the expense of the Principal Driver. Principal Driver assumes the responsibility to ensure that the Vehicle is returned free of trash and debris, without physical damage to the Vehicle. Principal Driver shall ensure that no spiked shoes will be worn or placed inside the passenger area of the Vehicle.
- 3. Vehicle Usage Prohibitions, Vehicle Insurance Information, Accident Procedures.** The undersigned agrees that: (a) the Vehicle will not be utilized illegally, improperly, for hire, as a public conveyance, or in any manner for any political purpose whatsoever; (b) the Vehicle shall be driven in a safe and prudent manner by insured licensed Authorized Drivers twenty-one (21) years of age or older; (c) PGA insurance identification cards are located in the glove compartment of the Vehicle for ready availability in the event a situation arises where proof of insurance is required; (d) the Authorized Drivers shall not modify, disconnect, or otherwise interfere with the operation of the odometer, emission control equipment, or any other equipment; (e) the undersigned shall be responsible for all fines, forfeitures, and penalties incurred by reason of the use of the Vehicle; (f) the Authorized Drivers agree to immediately notify appropriate authorities (police department or highway patrol first and then the PGA Tournament Department on-site representative) of any damage sustained by the Vehicle, any accident involving the Vehicle, any theft of the Vehicle, or any vandalism to the Vehicle. **NEVER LEAVE THE SCENE OF AN ACCIDENT UNTIL THE PROPER AUTHORITIES HAVE ARRIVED;** (g) Any damage, theft, or vandalism to a Vehicle must be reported to the PGA Tournament Department upon discovery. Authorized Drivers will be required to complete a Report of Incident with the assistance of the PGA Tournament Department. This form is included in the ACCIDENT KIT located in the Vehicle glove compartment; (h) Principal Driver agrees not to allow anyone other than an Authorized Driver as identified above to operate the Vehicle; (i) Vehicles shall not be operated while the driver is under the influence of alcohol, illegal drugs and/or controlled substances, or any other substance that causes impairment to the driver.
- 4. Vehicle Authorized Driver Conduct Requirements.** Authorized Drivers shall be required to: (a) ensure the proper use of safety belts and child safety restraints for all occupants; (b) obey all applicable motor vehicle laws, codes and regulations; (c) drive in a defensive manner, anticipating situations where incidents are likely to occur; (d) refrain, at all times, from using radar/laser detection devices, (e) plan trips by selecting the safest route, depart early enough to observe posted speed and traffic regulations, and be aware of current and forecasted weather conditions.

***Principal Driver acknowledges that Principal Driver has read, understood, and shall comply with and undertake responsibility for all terms and conditions set forth in this agreement.***

\_\_\_\_\_  
Principal Driver (Sign Name)

**EACH DRIVER MUST COMPLETE A SEPARATE FORM**