

Circuit of The Americas, LLC

**RV and Camping Golf Cart/ATV/Utility Vehicle Application
Consent & Liability Release and Agreement
RV GOLF CART/ATV REGULATIONS**

ALL GOLF CARTS MUST EITHER BE RENTED FROM COTA’S EXCLUSIVE PROVIDER KC GOLF CARTS OR THE OWNER MUST REGISTER THE VEHICLE AND PROVIDE PROOF OF INSURANCE BEFORE THE GOLF CART (OR UTILITY VEHICLES) WILL BE PERMITTED TO EXIT THE RV LOT.

THERE WILL BE A \$50 REGISTRATION FEE FOR ANY GOLF CART/ATV NOT RENTED FROM KC GOLF CARTS.

Event(s) Name _____ Date(s) _____

Address _____ City, State, Zip _____

Daytime phone _____ Fax _____ Mobile phone _____

Email Address _____ DL No. _____ State _____

Signature _____ Legibly Print Name _____

COTA Campground: _____ Space No. _____

COTA Account No. _____

Cart Make	Type	Serial #	Color	Credential No.

READ! YOUR LEGAL RIGHTS ARE AFFECTED. READ! YOUR LEGAL RIGHTS ARE AFFECTED.

Rules and Regulations. A zero-tolerance alcohol use policy is in force while operating a golf cart/ATV (“CART”). Operating a golf cart under the influence or a driver seen with an open container will result in the loss of your CART privileges. Reckless driving is an unacceptable and irresponsible action and is reason for confiscation of the CART for the duration of the race week. Carts are to be used in approved areas only. The undersigned acknowledges and agrees to abide by any and all rules and regulations, and policies and procedures of : Circuit of The Americas, LLC (“COTA”) including but not limited to the following listed items. Failure to do so could result in impoundment or revocation of Credential and/or Cart privileges. In consideration of the acknowledgments and promises in this Agreement, COTA consents to your use and operation of your CART subject to all of the terms, conditions, and limitations in this Agreement.

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 COTA security and/or a police officer, and in such event the operator of the Cart must remain at the accident scene until COTA and/or police personnel advise they may leave.

COTA Not Responsible Damage or Loss. Neither COTA 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 COTA 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 COTA 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 COTA 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 COTA, 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:** Proof of general liability insurance (or automobile liability in the event the CART being registered is street legal) with a minimum amount of not less than \$1 million per occurrence.

(b) **Additional Insureds:** Each liability policy shall name, add, or include as Additional Insured the following: Circuit of The Americas, LLC and their respective parent companies, subsidiaries, affiliates, shareholders, members, partners, chapters, officers, managers, directors, employees, and agents ("Additional Insureds").

(c) **Waiver of Subrogation:** The coverage as indicated in Commercial General Liability, Umbrella/Excess Liability, or any required coverages will waive all rights of recovery against the Additional Insureds and assigns of each.

(d) **Primary and non-contributory:** All insurance policies required will be primary and non-contributory to any insurance or self-insurance carried by any Additional Insured.

(e) **Certificates of Insurance:** On or before execution of this Agreement, I shall provide certificates of insurance to COTA, Inc. 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 COTA 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 COTA, 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 either be impounded or forced to leave the premises without ability to return. I agree to allow, and hereby permit, COTA 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.

Indemnity. I AGREE TO ASSUME ALL RISKS INHERENT IN THE OPERATION AND USE OF THE CART AND SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD CIRCUIT OF THE AMERICAS, LLC AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AS WELL AS THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CHAPTERS, SUCCESSORS AND ASSIGNS, AND EACH OF THEM HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, INJURIES, SUITS, ACTIONS, CAUSES OF ACTION, CHARGES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND COURT COSTS) AND LIABILITY FOR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY WHATSOEVER ARISING IN WHOLE OR PART FROM THE USE OF THE CART, WHETHER USED BY ME OR ANOTHER, TO THE EXTENT SUCH INJURY IS CAUSED IN PART OR IN WHOLE BY THE ACT, NEGLIGENCE, FAULT OR OMISSION OF ANY DUTY WITH RESPECT TO THE SAME BY ME, OR ANY PERSON TO WHOM I ALLOW TO RIDE ON OR DRIVE THE CART. I RECOGNIZE AND AGREE THAT INCLUDED IN THIS INDEMNITY CLAUSE, BUT NOT BY WAY OF LIMITATION, IS MY ASSUMPTION OF ANY AND ALL LIABILITY FOR INJURY, DISABILITY AND DEATH OF MYSELF OR ANY OTHER PERSON CAUSED BY THE OPERATION, USE, CONTROL, HANDLING, OR TRANSPORTATION OF THE CART, FOR WHICH I ASSUME FULL RESPONSIBILITY.

Governing Law and Jurisdiction. Any judicial proceeding brought with respect to this Agreement must be brought maintained and governed only in a court of competent jurisdiction in the County of Travis, State of Texas and, by execution and delivery of this Agreement, each party hereto (i) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such court or that such court is an inconvenient forum, and (iii) consent to personal jurisdiction in Texas.

Term. The Term of his Agreement extends from the date of execution until the time my CART is removed from the premises of COTA.

By signing, I understand and accept the rules and regulations set forth above, agree to the indemnity, and accept the risk of all losses, and understand that COTA is consenting to my use and operation of the CART on its premises based upon this instrument. This indemnity is in addition to, and does not supersede, any other waiver, release, assumption of risk, or indemnity agreement that I may have signed with COTA.

Signature

Print Name

CIRCUIT OF THE AMERICAS RV GOLF CART/ATV REGULATIONS

The signatory is responsible and liable for the actions of any other driver;

- Only validly-licensed drivers who are eighteen (18) years of age or older are allowed to operate Cart;
- CART credential must be displayed on the hood/windshield of the CART. Credentials wrapped around the steering wheel are not acceptable;
- Pedestrians have the right of way; be courteous at all times;
- DO NOT park Cart in unauthorized areas of COTA property;
- DO NOT leave Cart unattended unless the ignition key is switched off and removed and secured by lock and chain;
- DO NOT exceed the maximum passenger or weight capacity of Cart or otherwise operate contrary to manufacturer's instructions;
- DO NOT allow passenger(s) to sit on or about areas on Cart not specifically designed for seating including, but not limited to, the front cowl or in cargo box;
- DO NOT allow passenger(s) to stand while Cart is in operation;
- DO NOT use cellular phones or personal data devices while operating Cart;
- DO NOT operate Cart while under the influence of any quantity of alcoholic beverages or any substance which impairs your ability to drive, whether or not prescribed by a physician;
- ALWAYS ensure passengers are seated and ready before operating Cart;
- ALWAYS maintain a safe and cautious speed during operation. Do not suddenly swerve except in an emergency. The maximum speed limit on COTA property is 10 mph unless otherwise posted.
- ALWAYS use EXTREME CAUTION in highly congested areas, including but not limited to hospitality and display areas, concessions areas, souvenir areas, crosswalks, entrances to infield, etc., and other areas used by pedestrians;
- ALWAYS use headlights at night;
- ALWAYS report any accidents or incidents Cart is involved in to COTA Security or police at the time of occurrence.
- Carts are prohibited in the following public areas when gates are open: Main Grandstand, Grand Plaza and Pit Lane
- Do not operate any carts outside COTA premise including COTA Boulevard
- Carry and transport cargo only in approved areas of the cart
- Refueling carts is not the responsibility of COTA
- COTA is not responsible for lost or stolen carts