



# Golf Cart and Low Speed Vehicle Waiver of Liability and Indemnification



I, \_\_\_\_\_, hereby register my Golf Cart/ Low Speed Vehicle as more particularly described below ("said Vehicle") for use at the Ko Olina Resort & Marina, and agree to use and operate said Vehicle in accordance with the attached Rules for Use of Golf Carts and Low Speed Vehicles on Common Areas ("Rules"). The reference in said Rules to Common Areas shall mean the Common Areas described in the Amended and Restated Declaration of Covenants for Ko Olina Community Association, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3426805, as amended ("ARDC").

I understand, acknowledge, and agree that: 1) the use of golf carts and low speed vehicles on the Common Areas is a privilege and not a right, and that the Board of Directors of the Ko Olina Community Association, Inc., may, in its discretion, at any time, amend and/or repeal the aforesaid Rules, in whole or in part, to prohibit or further restrict or regulate the use of golf carts and low speed vehicles on the Common Areas or portions thereof; 2) I shall be bound by and comply strictly with said Rules and any and all amendments to, and/or repeals of, said Rules; and 3) this registration may be revoked and/or amended, in whole or in part, at any time by the Ko Olina Community Association, Inc. I agree to register my Vehicle on a regular basis, as required by the Ko Olina Community Association, Inc.

I hereby waive and release any and all losses, liabilities, damages, and/or claims against Ko Olina Community Association, Inc., Ko Olina Development, LLC, and all of their respective members, managers, boards of directors, officers, directors, partners, shareholders, attorneys, accountants, agents, employees, representatives, contractors and assigns (all such persons are hereinafter referred to collectively as the "KOCA Parties") for property damage and/or personal injury, of any kind and every nature whatsoever, whether known or unknown, suspected or unsuspected, past, present, or future, resulting from, arising out of, caused by, or connected with, directly or indirectly, the use of said Vehicle.

I also agree to indemnify, defend, and hold the KOCA Parties harmless from and against any and all losses, liabilities, damages, and/or claims for property damage and/or personal injury, of any kind and every nature whatsoever, whether known or unknown, suspected or unsuspected, past, present, or future, resulting from, arising out of, caused by, or connected with, directly or indirectly, the use of said Vehicle. I shall promptly reimburse the attorneys' fees and costs incurred by the KOCA Parties in connection with the indemnity provided for, and my agreements made, herein.

\_\_\_\_\_  
OWNERS SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT FULL NAME

\_\_\_\_\_  
VEHICLE MAKE                      VEHICLE MODEL

\_\_\_\_\_  
ADDRESS

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

\_\_\_\_\_  
CONTACT NUMBER

\_\_\_\_\_  
DRIVERS LICENSE OR SSN#