

TOWNSHIP OF PELEE
SCHEDULE "2" TO BYLAW NO. 2021-21

GOLF CAR MUNICIPAL REGISTRATION FORM

This permit is issued under Section 391 of the Municipal Act, RSO 1990

THE REGISTRATION HOLDER HEREBY ACKNOWLEDGES AND AGREES:

1. That the golf car noted in this registration has the features required by Section 7(1) of Regulation 407/21: PILOT PROGRAM - GOLF CARS made under the Highway Traffic Act, RSO 1990 c H.8 (the "**Regulation**");
2. That if the golf car is to be used any time from one-half hour before sunset to one-half hour after sunrise and at any other time when, due to insufficient light or unfavourable atmospheric conditions, persons and vehicles on the highway are not clearly discernable at a distance of 150 metres or less, that the golf car has the features required by Section 8(1) of the Regulation;
3. That the golf car noted in this registration is deemed to be under my care and control and that I agree that the operators or drivers of this golf car are subject to the same rules and regulations as with other vehicles including a valid driver's license;
4. That, as the owner of the golf car noted in this registration, I have made myself familiar with Bylaw 2021-21 and the Regulation, which govern the use of golf cars on the highways of the Township of Pelee, and that I agree to abide by Bylaw 2021-21 and the Regulation at all times, in the operation of the golf car noted in this registration;
5. That as the owner of the golf car that I indemnify and hold harmless the Corporation of the Township of Pelee from any and all liability, loss, damage, expense, causes of action, lawyer's fees, suits, claims, and judgments, whether in law or equity, arising from any injury to any person or property, resulting from or based on the actual or alleged use or operation of the aforementioned golf car, and that I have read and executed the Waiver, Advisements of Risk, Release of Liability and Indemnification Agreement; and
6. That as the owner of the golf car that I have an ongoing obligation of having obtained, and maintaining in force while registered as a golf car, a policy of public liability insurance issued by an insurer licensed by the Province of Ontario providing third party liability coverage in an amount of not less than \$1,000,000.00 for any damage or injury caused by the use of the golf car, and an obligation to immediately notify the Township of Pelee, and to surrender this registration form, should the said policy of insurance expire, be cancelled, or be terminated for any reason.

I a c k n o w l e d g e t h a t I have read the above and fully understand the terms of this registration.

	\$		
Signature of Permit Holder		Fee Paid	Date

Municipal Registration issued to:

Name	
Address	
Telephone	
Golf Car Registration Number	

Municipal Registration issued by:

Signature	
Print Name	
Township Title	
Date (yyyy/mm/dd)	

Permit expires on November 15th each year.

This permit is to be affixed to the driver's side, frontpanel and be visible at all times.

**WAIVER, ADVISEMENT OF RISK, RELEASE OF LIABILITY,
AND INDEMNIFICATION AGREEMENT**

Informed Consent

By signing this Agreement, I understand and agree as follows:

- (a) that I have read the Registration Form and this Agreement, and have had the opportunity to ask any questions I have about same and the use of golf cars on highways under the jurisdiction of the Township of Pelee (the "Releasee");**
- (b) that I understand that by signing this Agreement that I waive certain rights, including the right of myself, or those who can claim a right through me, to commence an action against the Releasee; and**
- (c) that I understand that this Agreement is binding on not only myself, but also my next of kin, heirs, executors, administrators, assigns, and anyone who may claim a right or interest through me.**

Waiver

I, the undersigned waive any and all claims I, or those who may claim through me, may have in the future related to the use of a golf car.

Advisement of Risk

I, the undersigned, am aware that the use and operation of a golf car on a highway under the jurisdiction of the Releasee involves risk of serious personal injury and/or death, and I the undersigned, on behalf of myself, and those who may claim through me, fully understand this risk, accept this risk, and fully assume liability for all such risks and the possibility of personal injury, death, property damage, expenses and related loss, including the loss of income.

Release of Liability

In consideration of the Releasee permitting me, the undersigned, to use certain highways under the jurisdiction of the Releasee, I hereby, on behalf of myself, my heirs, assigns and representatives, and anyone else who may claim a right through me, (a) release, discharge and forever hold harmless the Releasee, and its employees, agents, and representatives, from any and all liability for damages or loss arising as a result of the operation or use of a golf car; (b) waive any right to commence an action against the Releasee in respect of all causes of action (including for any negligence on the part of the Releasee), claims, demands, damages or losses of any kind that may arise as a result of the operation or use of a golf car, including, without limitation, the right to make a third party claim or claim against the Releasee arising from same; and (c) freely assume all risks associated with the operation or use of a golf car, anything incidental to the operation or use of a golf car, or which may arise as a result of the operation or use of a golf car.

Indemnification

I hereby release, discharge, and hold harmless the Releasee, from any and all actions, causes of action, statutory rights or remedies, and demands of every nature and kind, and without limiting the generality of the foregoing, for personal injury, death, property damage, expense and related loss, including loss of income that I, or those who may claim through me, may suffer arising, or in any way connected to, the use and operation of a golf car, due to any cause whatsoever, including, without limiting the generality of the foregoing, negligence, breach of contract, or any statutory duty of care.

I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT, AND AM AWARE THAT BY SIGNING THIS AGREEMENT THAT I AM WAIVING CERTAIN RIGHTS THAT I, OR MY NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND ANYONE WHO MAY CLAIM A RIGHT OR INTEREST THROUGH ME MAY HAVE AGAINST THE RELEASEE.

Signed this [__] day of [_____], 20[__]

Signature of Witness

Signature of Permit Applicant