

Jeff Martin Auctioneers, Inc.
Powered Cart Policy and Release of Liability

1. All powered carts in use on the property of any Jeff Martin Auctioneers, Inc. ("Auction Site") must be registered. Registration will be proven through an Event Permit sticker or tag which must be affixed to the approved powered cart.
2. Powered carts will be driven in a safe, slow, and careful manner, and shall at no time exceed any posted or designated speed limit at all times while on the Auction Site. Drivers will yield to pedestrians and auction vehicles and equipment. Anyone observed driving in a careless or unsafe manner, including without limitation in violation of any provision of this Powered Cart Policy and Release of Liability, will be removed from the property.
3. **Drivers will comply with instructions and directions from Auction Site personnel and follow any posted signage (i.e. no parking zones) while operating a powered cart at the Auction Site.**
4. The undersigned agrees to be responsible for compliance with all laws and government regulations in the use of their vehicle.
5. Powered carts must be driven by a licensed driver over the age of eighteen (18). The number of passengers may not exceed the manufacturer's designed and installed seating. All passengers must be seated during operation.
6. Alcoholic beverages are not permitted in any powered cart. No alcohol is to be consumed by any driver or passenger while the powered cart is in use, and no driver shall operate any powered cart while under the influence of alcohol.
7. Only powered carts equipped with factory installed (or equivalent) front headlights and rear running lights may be operated after daylight hours.
8. Cart usage will not be allowed in restricted areas or during times not authorized by event management.
9. The undersigned hereby agrees to release, hold harmless, indemnify and defend Jeff Martin Auctioneers, Inc., its subsidiaries, members, and affiliates, and their respective shareholders, officers, directors, agents, employees, related or affiliated companies, sponsors, subcontractors, and assigns, and the site owner(s) (collectively the "Additional Insured Parties") from any and all liability or damages including reasonable attorney fees arising from injuries to person(s) or damage to property which may arise from the use of these vehicles by the undersigned. The undersigned's obligations hereunder to defend shall extend to claims alleging the sole negligence, willful misconduct or violation of law of an Additional Insured Party, when combined with other claims triggering undersigned obligation to indemnify, provided however that upon the final adjudication by a court of competent jurisdiction or written settlement between the parties, undersigned shall be reimbursed for the portion of fees or losses so adjudicated as the responsibility of an Additional Insured Party. I acknowledge and agree that Jeff Martin Auctioneers, its subsidiaries, officers, directors, employees, and sponsors do not accept any responsibility or liability by virtue of registering powered carts.

I have read, understand and accept all the terms of use for a powered golf cart on Jeff Martin Auctioneers' event site. Failure to comply with these terms may result in revocation of the Event Permit, the powered cart being impounded and/or forfeiture of powered cart privileges at Jeff Martin Auctioneers' sole discretion. My signature below signifies full and total acceptance of these terms and agreement to comply.

Name of Driver (Please Print)

Signature

Date

Driver's License Number and State