



Camper Cart Lease Agreement

Rental Start Date _____ (after 1pm) Return Date _____ (before 11AM) Cart # _____

Name: _____ Site/Unit# _____

Address: _____ City: _____ Prov/St: _____

Postal/Zip: _____ Cell # _____ Driver's License # _____

WE RESERVE THE RIGHT TO REFUSE CART RENTAL AT OUR DISCRETION. PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING.

1. Lessee agrees that he/she has personally inspected the Camper Cart at the time of pick up and accepts that the equipment is in good condition.
2. Lessee shall use the Camper Cart in a careful manner and shall comply with all rules and laws relating to its possession or use. The Lessee is responsible for the safety and security of the Camper Cart until it is returned to the place of the initial rental.
3. Lessee agrees to reimburse Lessor upon demand for the loss of, or any damage to the Camper Cart while it is leased to Lessee and for all costs and expenses.
4. Lessee agrees to return the Camper Cart to the place of the initial rental no later than the date and time specified above or upon Lessor's demand. Lessee agrees to return the cart in the same condition as when received.
5. Carts must remain at Twin Shores and are NOT to be driven on public roadways.
6. In consideration of this Agreement, on my own behalf and on behalf of my heirs, executors, personal representatives, administrators and assigns, to: (i) release and forever discharge the Released Parties, named below, of and from all liabilities, claims, actions, damages, costs or expenses of any nature whatsoever including, but not limited to, bodily injury and property damage ("Claims") arising out of or in any way connected with the use or operation of the Equipment; and (ii) indemnify and hold each of the Lessor, its affiliated companies, and each such company's officers, directors and employees ("Released Parties") harmless against any and all Claims made or incurred by third parties in connection with the use or operation of such Equipment. My indemnification obligations shall include, without limitation, all attorney's fees and costs incurred by any of the Released Parties through and including any appeals. I expressly agree that this release and indemnity agreement includes, without limitation, any claims based on the negligence, action or inaction of any of the Released Parties, and covers bodily injury (including death) and property damage, whether suffered by me before, during or after such participation.
7. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK of all bodily injury, death and/or property damage to all persons, including, but not limited to Lessee, Lessee's spouse, Lessee's parents and Lessee's children arising out of the use or operation of the Camper Cart by Lessee or anyone using or operating same with Lessee's express or implied consent whether caused by the negligence of Lessor, it's officers, directors, or employees or otherwise.
8. Lessee expressly acknowledges that use or operation of the Camper Cart in a manner not intended by the Lessor, not in conformity with the laws and ordinances pertaining thereto, and/or not in accordance with Lessor's rules and regulations is very dangerous and involves the risk of serious injury and/or death and/or property damage.
9. Lessee expressly agrees that the foregoing Release and Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the Province of P.E.I. and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

CAMPER CART RULES:

- A minimum of 24 hours is required to cancel a reservation.
- Cart drivers must be 19 years of age or older with a valid driver's license. No exceptions.
- Only person(s) listed on this lease agreement may drive a Camper Cart.
- Children may not "assist" in driving in any way.
- No alcohol or smoking.
- Drive on marked park roads only. DO NOT drive on public roads, off-road or through sites.
- Do not attach or pull anything with cart.
- Carts must park in designated parking areas or on your site with the key removed. If parked in a non-designated area it may be moved by Management. The only beach parking is in the roped area by washroom #6 and parking lot by #3.
- No more riders than can be safely seated. Max 4 adults. Weight 800 lbs.
- Always plug the cart in when not in use. No refunds issued for dead batteries resulting from improper charging.
- Cart must be back on site and plugged in by 11PM.
- Cart must be returned by 11AM on return date or late return fee \$25/hr will be assessed. Lost key \$15. Lost power cord \$40.

Violation of these rules or lease agreement will result in loss of cart without refund

LESSEE HAS READ AND VOLUNTARILY SIGNS THIS LEASE, WHICH INCLUDES A RELEASE, WAIVER, AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statement or inducements apart from the foregoing written agreement have been made.

Twin Shores Camping Area

Lessor

Sign: _____ Date: _____

Lessee

Additional Driver #1 Name: _____ Sign: _____

Driver's License # _____

Additional Driver #2 Name: _____ Sign: _____

Driver's License # _____

Additional Driver #3 Name: _____ Sign: _____

Driver's License # _____