



**BY-LAW #12-2025
GOLF CAR PERMIT AGREEMENT**

Permit Holder Information

Name: _____
Address: _____
Phone No.: _____
Email Address: _____
Driver's Licence No.: _____

Advisement of Risk

I, _____, acknowledge, understand, and fully accept that the use, operation, or presence of a golf car on within the urban area of Lighthouse Cove involves inherent and significant risks, including but not limited to the risk of serious personal injury, permanent disability, death, property damage, and other financial or personal losses. I further acknowledge that these risks may arise from a variety of factors, including, but not limited to, vehicle malfunctions, operator error, road conditions, interactions with other vehicles or pedestrians, weather conditions, and the negligence of any third party.

Waiver, Release, and Assumption of Liability

In consideration of the Municipality of Lakeshore permitting me, _____, to use certain highways within the urban area of Lighthouse Cove for the purpose of operating a golf car in accordance with By-Law #12-2025, I, on behalf of myself, my heirs, executors, administrators, assigns, legal representatives, and any other person or entity claiming through me, hereby voluntarily and irrevocably:

- (a) release, discharge, and forever hold harmless the Municipality of Lakeshore and the County of Essex, including its elected and non-elected officials, employees, agents, representatives, and assigns, from any and all liability, claims, demands, actions, causes of action, losses, damages, costs, or expenses, of any kind or nature, whether known or unknown, arising from, related to, or in any way connected with the use, operation, or presence of a golf car on a highway within the urban area of Lighthouse Cove or the release of any personal information to the Ontario Provincial Police or any law enforcement agency;
- (b) waive any right to commence or participate in any legal action or proceeding against the Municipality of Lakeshore and the County of Essex, including but not limited to claims for negligence, breach of duty, statutory violations, or any other legal theory, and further waive any right to make a third-party claim or contribution claim against the Municipality of Lakeshore and the County of Essex arising from or in connection with the use or operation of a golf car; and
- (c) freely and voluntarily assume all risks associated with the use, operation, or presence of a golf car, including but not limited to risks of serious personal injury, permanent disability, death, property damage, financial loss (including loss of income), and any incidental or consequential harm that may result.



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Indemnification

I, _____, hereby voluntarily and irrevocably agree to release, discharge, indemnify, defend, and hold harmless the Municipality of Lakeshore and the County of Essex, including its elected officials, officers, employees, agents, representatives, and assigns, from and against any and all claims, demands, liabilities, actions, causes of action, statutory rights or remedies, damages, losses, costs, and expenses (including but not limited to legal fees and disbursements), whether known or unknown, arising from, related to, or in any way connected with the use and operation of a golf car.

Without limiting the generality of the foregoing, this indemnification applies to any claims for personal injury, death, property damage, financial loss (including loss of income), or any other harm or liability, regardless of cause, including but not limited to claims arising from negligence, breach of contract, statutory violations, or any other legal or equitable theory.

Consent to Share Personal Information

I, _____, hereby consent and authorize the Municipality of Lakeshore to share any and all information provided by me in relation to this Agreement, including but not limited to personal information, permit details, and vehicle information, with the Ontario Provincial Police (OPP) or any law enforcement authority as required for public safety, enforcement, or investigation purposes.

Endorsement

I, THE NOTED "PERMIT HOLDER" IN THIS AGREEMENT, HAVE READ THIS AGREEMENT, AND HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS I HAVE ABOUT SAME AND THE USE OF GOLF CARS ON HIGHWAYS WITHIN THE URBAN AREA OF LIGHTHOUSE COVE. I FURTHER ACKNOWLEDGE AND UNDERSTAND THIS ENTIRE AGREEMENT, AND AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN RIGHTS THAT I, OR MY NEXT OF KIN, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, OR ANYONE CLAIMING A RIGHT OR INTEREST THROUGH ME, MAY HAVE AGAINST THE MUNICIPALITY OF LAKESHORE OR THE COUNTY OF ESSEX.

Executed this ____ day of _____, 20__.

Witness

Name (Print):

Permit Holder

Name (Print):