

**NOTE: IT IS ADVISIBLE TO PRINT THIS ENTIRE SET OF DOCUMENTS SO YOU WILL HAVE A COPY TO REVIEW AT ANY TIME AND IF THERE ARE ANY QUESTIONS**

## **PARTICIPATION, ASSUMPTION OF RISK AND RELEASE AGREEMENT**

In consideration of the services of EcoSense Global Services, LLC, dba Lightning Bugz LSV Rentals, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LB"), I hereby agree to release, indemnify, and discharge LB as follows:

1. I acknowledge that my LSV (Low Speed Vehicle) entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. **The risks include, among other things:** accidents involving other vehicles of any type; collision with fixed or movable objects; injuries or accidents involving contact with the vehicle; falls from the vehicle; the negligence of other operators of motor vehicles or myself; all of which could result in musculoskeletal injuries including head, neck, limbs and back injuries; the condition of roads, terrain, or highways and accidents connected with their use; contact with animals or insects; equipment failure;
3. Furthermore, LB employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities, age, insurance coverage and other issues that may or may not be disclosed at the time of a rental of LSV. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
4. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless LB from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of LB's equipment, **including any such claims which allege negligent acts or omissions of LB.**
6. Should LB or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
7. I certify that I have adequate insurance including physical damage and liability insurance that extends to rental cars, both low speed and high speed, to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. **I further certify that I am willing to assume the risk of anyone who may drive the LSV who is under the age of 21** or under the influence of any substance, not limited to drugs (prescription or otherwise) and alcohol.
8. In the event that I or my agent(s) file a lawsuit against LB, or seek damages in any way, I agree to do so solely in the state of South Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
9. **Renter specifically acknowledges that only designated drivers, with valid driver's licenses and who are covered by the Renters insurance or their own, and that are of the age of 21 or older, are allowed to drive the vehicle.** Failure to abide by this requirement WILL result in loss of use of the vehicle with no refund. Primary Renter is totally responsible for any driver(s) listed herein, and is totally responsible for any non-approved drivers in the event of an accident or injury.
10. **By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against LB on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Responsible Party (Print)

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Wild Dunes Community Association Rules of the Road**

1. Roadways are under the jurisdiction of the IOP Police Department and Wild Dunes Security.
2. Speed limits are strictly enforced.
3. Parking is allowed in designated areas only.
4. Parking is not allowed on roadways or road shoulders.
5. Motorcycles, mopeds, scooters and other 2-3 wheeled motorized vehicles are not permitted.
6. LSVs must display a South Carolina license plate and a Wild Dunes pass.
7. You must be a licensed driver to operate a golf cart or LSV.
8. Golf carts and LSVs are not allowed on the pedestrian, bike, golf course or beach access paths.
9. Golf carts and LSVs are required to pull over and give the right-of-way to vehicles approaching from behind.

### **OTHER RULES FOR WILD DUNES**

1. **Wild Dunes Gate Pass must be displayed at all times.** We will provide this with the cart.
2. Please pay close attention to all signage in Wild Dunes. This will help you avoid getting towed.
3. **If you are staying in the Boardwalk or Grand Pavilion area** or even visiting someone that is staying there, make sure you park under the house and not out in the driveway! You MAY be towed.
4. Towing will incur a \$255 tow fee and Lightning Bugz MAY NOT BE ALLOWED BY SECURITY to return the LSV, and no portion of the rental will be refunded if parking, operating or Wild Dunes Rules of the Road are violated.
5. **“R” Gate Passes: You may not park at the “Property Owners Beach House parking lot or the Beach Access Road” or any “Golf Cart Only” parking areas. In order to access the Grand Pavilion pool and deck, parking is allowed in the Sweetgrass Pavilion and Wild Dunes Reception and Villages area.** Suggested areas:
  - a. On the brick parking lot between the Bicycle Rental/Tennis Center and Pavilion (Sweetgrass Pavilion area)
  - b. Around the back of the Sweetgrass Pavilion near the pool entrance.
  - c. The large flat lot in-between the Wild Dunes Reception Center and The Villages traffic circle.
6. **“O” Gate Passes: Indicate OWNER or owner family rental and may park at any Owner assigned locations.**
7. **Please refer to the map** we have on-board with every vehicle with highlighted “no parking” areas.
8. If you have any questions please refer to the Rules & Regulations sheet or refer to the operating instructions sheet located in the zipper pouch on the dash of every vehicle.

## GENERAL PROVISIONS BY AREA:

### Same traffic and parking rules apply to LSVs in any area as to regular cars in addition to the following:

- \$100 re-charging fee if it is not fully charged when the vehicle is returned. **(just plug it in the last night)**
- \$25 extension cord replacement fee if one is provided and not returned.
- \$25 key replacement charge if it is not returned.
- If you receive a traffic violation of any kind and don't pay it, you will be responsible for the violation and will be charged a \$50 administration fee.
- If you have an issue with the vehicle, don't wait, call the phone number on the vehicle sign.
- **You cannot ride on bike or golf course paths or the beach anywhere in South Carolina!** You must stay on the roads just like cars.
- If your Lightning Bugz LSV is towed due to any parking or moving violation, you will be responsible for the \$205 tow charge charges plus a \$50 pick-up fee and COULD LOSE the right to use the vehicle **with no refund**. This is a Security issue and they decide if a rental can continue or not.

### ISLE OF PALMS

- LSVs are prohibited from riding down **Palm Blvd** from 41<sup>st</sup> street to the bridge (Breach Inlet) crossing to Sullivan's Island. You may, however, cross Palm Blvd.
- Crossing from Island to Island is prohibited and if you do so, you are subject to a traffic ticket.

### SULLIVAN'S ISLAND

- LSVs are prohibited from riding on Jasper Blvd. All other roads are open to LSVs and you may cross Jasper Blvd. if needed.

### KIAWAH

- LSVs cannot go past the traffic circle (towards Charleston) but you can to Freshfields, Bohicket Marina and Seabrook Island. You must obtain a gate pass to enter Seabrook area.
- NOTE: It is 5 miles from The Sanctuary to Freshfields ONE WAY! Due to limited battery range, it is not advisable to ride around other than to and from Freshfields. If you are more "on island" than The Sanctuary, you risk not getting back!

### SEABROOK ISLAND

- LSVs cannot go past the traffic circle (towards Charleston) but you can go to Fresh Fields. You must obtain a gate pass to enter Kiawah, but due to limited battery range, it is not advised.

### FOLLY BEACH

- LSVs cannot drive on Center Street. You may, however, cross it.

### ANNA MARIA ISLAND, FLORIDA

(Check with rental agent for local rules)

**Signature of responsible party:** indicating that Wild Dunes rules and regulations are understood AND additional fees as stated above will apply after the rental if incurred and this authorizes Lightning Bugz to make charges as appropriate after notifying Renter:

\_\_\_\_\_ date: \_\_\_\_\_