

**Hilton Head Island Motorcoach Resort**  
**RENTAL GUEST - ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY,**  
**AND HOLD HARMLESS AGREEMENT**  
**STATE OF SOUTH CAROLINA ● COUNTY OF BEAUFORT**

Address of Rental Lot: 133 Arrow Road Lot #:

Vehicle:	<input type="checkbox"/> Class A <input type="checkbox"/> Class C				
	Type (check one)	Manufacturer	Make	Model	Year

**PLEASE READ CAREFULLY BEFORE SIGNING**

1. This agreement is made by and between Hilton Head Island Motorcoach Resort Owners Association (“Association”) and Hilton Head Island Motorcoach Resort, LLC on one hand (“HHIMR”) and you, as indicated by your name and signature below, on the other, relating to, arising from, and as a condition of your rental of a lot and operation of any motor vehicle, including but not limited to the motorcoach or “RV” specified above, within Hilton Head Island Motorcoach Resort (herein, the “Resort”), located on Hilton Head Island, South Carolina through HHIMR, relating but not limited to the address of the rental lot as indicated above (any motor vehicle operated by you within the Resort hereinafter referenced as “Vehicle”).

2. By signing below, you covenant, agree, and promise to HHIMR and its owners, manager(s), employees, board members, and all other affiliates, the following:

Initial

	That you will indemnify, defend, and hold harmless HHIMR and its owners, successors, assigns, agents, members, managers, employees, board members, and/or affiliated companies from ANY AND ALL RESPONSIBILITY AND/OR LIABILITY from and any claim for any injuries, damages, property damage, or death to any user or passenger of Vehicle or arising from or relating to the use or existence of the Vehicle within the Resort, whether caused by negligence or any other cause; You further agree that you will DEFEND AND INDEMNIFY HHIMR if any claim or action is pursued by anyone against HHIMR, its owners, successors, assigns, agents, members, managers, employees, board members and/or affiliated companies for any injuries, damages, or death related to your use, operation, or existence of the Vehicle with the Resort;
	That you understand the exercise room and equipment that is owned by HHIMR is for adults 18 years of age and older;
	That you understand children under the age of 16 must be accompanied by an adult while in the pool area at all times and children under the age of 13 are NOT permitted to use the hot tub;
	That you understand access to HHIMR is strictly for registered guests. Anyone visiting a guest, must register at the office and pay the daily access fee. Failure to register guests is considered an abuse of the privilege and may result in denied future access or fines;
	That you understand natural hazards exist at the Resort, which include but are not limited to, snakes, domestic and wild animals, and uneven surfaces and you assume the risk of these natural hazards;

_____	That you understand pets must be kept on a leash no longer than 6 feet at all times. Pets must not be penned in or left unattended on the lot, and you are solely responsible for your pet's actions and that you agree that you will indemnify, defend, and hold harmless HHIMR and its owners, successors, assigns, agents, members, managers, employees, board members, and/or affiliated companies from ANY AND ALL RESPONSIBILITY AND/OR LIABILITY from and any claim for any injuries, damages, property damage, or death arising from or relating to your animal(s) or pet(s) within the Resort;
_____	That you understand in consideration of the receipt of the security card, you hereby acknowledge that the security card is for sole use by you and/or other adults staying with you and is not transferrable to any other individual;
_____	That you possess a valid driver's license, sufficient to operate any Vehicle(s) you may operate in the resort, issued by your state of domicile or country of origin;
_____	That you are an insured driver on a valid automobile liability insurance policy or policies, for the Vehicle(s) you are bringing into the resort, that meets the minimum limits and requirements of the State where said Vehicle(s) are registered;
_____	That you will not allow any non-licensed, uncredentialed, or uninsured persons to operate any of your Vehicle(s) within the Resort;
_____	That Vehicles will only be operated in accordance with all applicable laws, rules, regulations, and manufacturer's instructions, and the speed limit of 10 mph throughout the resort will be adhered to;
_____	That you understand and agree operating a Vehicle, including but not limited to a motorcoach or "RV" can be dangerous and you agree to ASSUME ALL RISKS, including but not limited to death or injury or property damage suffered or caused while operating or otherwise arising from the use and/or possession of the Vehicle(s) while within the Resort and that a resort guide may lead you to your lot, however you and your personal spotter are ultimately responsible for avoiding hazards;
_____	That you understand should a dispute arise regarding any of the activities described in this Agreement or the terms of this Agreement, said dispute will be adjudicated in a court of competent jurisdiction in Beaufort County, South Carolina;
_____	That you acknowledge and agree this Agreement is a material term and condition relied upon by HHIMR and the lot owners of HHIMR in allowing you the use of the Rental Lot and Resort, and that you enter into this Agreement freely, voluntarily, and under no undue influence.
<input type="checkbox"/> YES, I DO <input type="checkbox"/> NO, I DO NOT	Request that a HHIMR employee and/or agent(s) assist me to my parking location and/or assist me while exiting the Resort Guides service. I understand and acknowledge that HHIMR, its agents and/or employees bear no responsibility for any damages or accidents that may arise or occur at any time while my Vehicle is operated within or parked within the Resort. I reiterate that I agree to all terms and conditions herein above.

**I HAVE CAREFULLY READ, UNDERSTOOD, AND AGREE TO THE TERMS OF THIS ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT.**

**I AM AWARE THAT THIS IS A LEGALLY BINDING CONTRACT.**

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Name (Printed)

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Signature

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Date

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HHIMR Team Member Name (Printed)

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Signature

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Date