



Town of Pittsboro North Carolina
P.O. Box 759
635 East Street
Pittsboro, NC 27312
(919)542-4621
www.pittsboronc.gov

A registration may be issued for a golf cart in the Town of Pittsboro if it is equipped as required by Town Ordinance adopted September 28, 2015

A golf cart registration authorizes the operation of a golf cart on any town street or road within the corporate limits of the Town of Pittsboro, NC and whose posted speed limit is 35 mph or less. This DOES NOT allow golf carts to be operated on any NC DOT owned or maintained streets or highways. It is the responsibility of the golf cart owner to know what roads are designed as permissible for the operation of golf carts.

As with any other form of transportation, all persons who operate and/or ride golf carts do so at their own risk and must be observant of and attentive to the safety of themselves and others. The town has no liability under any theory of liability and the town assumes no liability for permitting golf carts to be operated on public streets.

The owner of the golf cart must provide evidence of liability insurance at the time of application and must continuously maintain insurance for the entire time the vehicle is registered in the Town of Pittsboro.

The golf cart must be in compliance with all regulatory and safety provisions as set out by Town of Pittsboro Ordinance.

The fee for a Golf Cart Registration is \$20.00 annually and will expire December 31st of each year. Registration fees will not be prorated due to date of issuance.

Please Print or Type:

Applicant's Name: _____ Telephone Number: _____

Address: _____
Street City State Zip

Mailing Address if different from above: _____

D. L. #: _____ State Issued: _____

Serial # of Cart: _____ Year: _____ Color: _____

Name of Insurance Company: _____ Policy #: _____

By signing this application below, the applicant acknowledges that he/she has received, read and understands the provisions of the Town of Pittsboro Golf Cart Ordinance and agrees to abide by all rules and regulations governing the operation of his/her golf cart in the Town of Pittsboro, NC. Furthermore he/she will comply with all other State and Federal Laws applying to the operation of a golf cart. The applicant further declares, under penalties of perjury, this vehicle is insured with the company named above and he/she will maintain liability insurance throughout the registration period.

Signature of Applicant

Date

Witness / Town staff

Date

WAIVER OF LIABILITY

TOWN OF PITTSBORO

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to operate a golf cart within the Town of Pittsboro, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE The Town of Pittsboro, the Mayor & Board of Commissioners of the Town of Pittsboro, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while operating a golf cart within the Town of Pittsboro, while in, on or upon any Town Streets or Roadways where the golf carts are being operated, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law

2. I am fully aware of the risks and hazards connected with the activities of operating a golf cart on town streets and roadways, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that the Town of Pittsboro does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such an activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of North Carolina and that any mediation, suit, or other proceeding must be filed or entered into only in North Carolina and the federal or state courts of North Carolina. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Applicant

Date

Witness / Town Staff

Date