



CITY OF BEAUMONT
550 E. 6th Street
Phone (951) 769-8520
BeaumontCa.gov

GOLF CART PERMIT APPLICATION

Registration Form for Electric Golf Cart Permit

1. Name of Operator:		2. Driver's License:
3. Residency Address:		Phone #:
4. Mailing address, if applicable:		
5. Mfg. of Vehicle	6. Vin/Serial No.:	7. Model No.:
8. Color:	9. Fee Amt.: \$	10. Permit #:

11. I hereby certify to the best of my knowledge the above is true and accurate. _____ INITIAL HERE

12. I understand all required equipment will be maintained in working order and the electric golf cart operated in accordance with the applicable provisions of the California Vehicle Code, California Streets and Highways Code, and City of Beaumont requirements. I further understand any violation of these provisions and requirements may result in fines and/or the permit being revoked. I further understand before I can drive a golf cart on city streets, I and **my golf cart must be adequately insured** because it is a violation of the California Vehicle Code to fail to provide proof of insurance or financial responsibility in the event of a traffic collision. **I have provided a copy of the vehicle's insurance for City review.** _____ INITIAL HERE

13. I understand the permit to operate a golf cart shall not be approved until the vehicle has been inspected and approved by the City of Beaumont Police Department to meet all requirements of Chapter 10.50 related to Golf Carts.

PERMIT OWNER SIGNATURE

14. I do or do not (circle one) have children living at my residence who wish to operate the Golf Cart.

PERMIT OWNER SIGNATURE

FOR CITY USE ONLY: PLEASE CHECK FOR PROPER OPERATION OF THE FOLLOWING SAFETY EQUIPMENT

OPERATIVE		INOPERATIVE	OPERATIVE		INOPERATIVE
Seat belts	☐	☐	Covered passenger compartment	☐	☐
Parking Brake	☐	☐	Unobstructed view to the rear	☐	☐
Headlights	☐	☐	Mirrors, one of the following:		
Tail lights	☐	☐	- left side and right side mirrors	☐	☐
Brake lights	☐	☐	- left side and rear view mirrors	☐	☐
Windshield	☐	☐	- multidirectional cross bar mirror	☐	☐
Horn	☐	☐	Red Reflectors	☐	☐
Front and Rear turn signal indicator	☐	☐	-red reflectors are required on the left and right rear of the cart		
Backup Buzzer	☐	☐	Proof of Insurance	☐	☐
Anti-Theft device	☐	☐	Liability Release Form	☐	☐

☐ Permit Approved

☐ Permit Denied

REASONS FOR DENIAL: _____

SIGNATURE OF DESIGNATED CITY OFFICIAL

DATE

THE CITY OF BEAUMONT
GOLF CART TRANSPORTATION PROGRAM
RELEASE AND WAIVER OF CITY LIABILITY
AND
ASSUMPTION OF DANGEROUS RISKS
BY
GOLF CART OPERATOR

Name of Golf Cart Operator: _____

Address of Operator: _____

**WARNING: *DRIVING AND RIDING IN A GOLF CART
ON CITY STREETS CAN BE DANGEROUS!***

***GOLF CART OPERATORS must be 18 years of age or
older***

RECITALS

A. A significant percentage of the City's residents are retired senior citizens, and many of them own golf carts. At the request of senior citizen community leaders, the City Council enacted Chapter 10.50 of the Beaumont Municipal Code, the "Golf Cart Transportation Program", authorizing and regulating the limited use of golf carts on City streets by all City residents.

B. As compared to automobiles, golf carts are lightweight and lack the structural protection and safety features that an automobile affords its occupants. **Thus, in a collision with a motor vehicle, a golf cart will be severely damaged and even destroyed, and its occupants may be severely injured or killed.**

C. **Traffic accidents occur for many reasons; these are a few of the reasons:** driver inattention, failure to use vehicle safety devices, improper and reckless driving by others, defects in the roadbed and defective roadway design, dangerous conditions in and adjacent to the road, negligent and inattentive drivers, and poor judgment.

Operator's Initials: _____

D. The undersigned owns at least one automobile and a golf cart. Pursuant to the provisions of Chapter 10.50, the undersigned has applied for a permit to drive his/her golf cart in City-designated, signed and marked golf cart travelways, several of which share a public street with automobiles.

E. Because of the risk of serious injury, death and property damage resulting from the use of City streets by golf carts, the City of Beaumont requires that all participants in the Golf Cart Transportation Program acknowledge all the risks, and assume all the risks, by signing this Release and Waiver of Liability.

AS CONSIDERATION FOR BEING ALLOWED BY THE CITY OF BEAUMONT TO PARTICIPATE IN THE GOLF CART TRANSPORTATION PROGRAM AND TO INDUCE THE CITY TO ISSUE A PERMIT TO ME TO OPERATE MY GOLF CART ON CITY STREETS IN CERTAIN SPECIFIED GOLF CART TRAVELWAYS THEREON, I, THE UNDERSIGNED, AGREE:

1. Release and Waiver. I HEREBY RELEASE AND DISCHARGE THE CITY OF BEAUMONT, AND ITS OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, REPRESENTATIVES AND AGENTS (HEREAFTER COLLECTIVELY, "THE CITY") FROM, AND I HEREBY WAIVE, ANY AND ALL CLAIMS AND POTENTIAL CLAIMS, ACTIONS OR DEMANDS THAT I, OR ANYONE ON MY BEHALF OR DUE TO MY INJURY OR DEATH, NOW HAVE OR MAY HAVE IN THE FUTURE AGAINST THE CITY, FOR DAMAGES, FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO OR ARISING OUT OF MY PARTICIPATION IN THE GOLF CART TRANSPORTATION PROGRAM, INCLUDING DRIVING, RIDING IN, OR OCCUPYING A GOLF CART ON PUBLIC STREETS WITHIN THE CITY OF BEAUMONT.

This release, waiver and discharge is intended by me to (1) release and discharge, in advance, the CITY from and against any and all liability arising out of or in any way connected with my participation in the Golf Cart Transportation Program and/or the use of my golf cart on City streets, even though that liability may arise out of negligence or carelessness on the part of the CITY, and (2) to waive all such claims I may have against them.

2. SERIOUS ACCIDENTS CAN AND DO HAPPEN. I HEREBY ACKNOWLEDGE AND UNDERSTAND THAT SERIOUS ACCIDENTS AND DEATH

OCCASIONALLY OCCUR ON CITY STREETS, AND THAT MY PARTICIPATION IN THE GOLF CART TRANSPORTATION PROGRAM, AND USING MY GOLF CART ON CITY STREETS, COULD RESULT IN PROPERTY DAMAGE, SERIOUS PERSONAL INJURY AND EVEN DEATH. BECAUSE I WISH TO USE MY GOLF CART IN ACCORDANCE WITH THE GOLF CART TRANSPORTATION PROGRAM GUIDELINES, **I ACKNOWLEDGE, ACCEPT AND ASSUME ALL RISKS AND AGREE TO RELEASE AND HOLD HARMLESS THE CITY WHICH, WHETHER THROUGH NEGLIGENCE OR CARELESSNESS OR OTHERWISE, MIGHT BE LIABLE TO ME.**

3. **My Promise Not to Sue or Make Claims.** I hereby promise and **agree not to sue or make any demand** or claim against the CITY for any loss, damage, injury or death related to or arising out of my participation in the Golf Cart Transportation Program, including driving or riding in a golf cart on the City's streets.

4. **I Promise to Indemnify the City.** **I promise and agree to indemnify, defend and hold the City harmless** from and against any and all claims, losses, liabilities, causes of action, obligations, judgments or damages, including reasonable attorneys' fees and all costs of litigation related to or arising out of my performance of my obligations under this Agreement or the operation of my golf cart on City streets, including the City's active or passive negligence, except for such loss or damage arising from the gross negligence or willful misconduct of the CITY. In the event the CITY is made a party to any action, lawsuit, or other adversarial proceeding arising out of my participation in the Golf Cart Transportation Program or from my performance of this Agreement, **I shall**

provide a defense to the CITY or, at the CITY's option, reimburse the CITY its costs of defense, including all costs and reasonable attorneys' fees, incurred in defense of the action, lawsuit or other adversarial proceeding.

5. **Legal Fees and Court Costs.** In the event there is a lawsuit arising out of this Agreement between the CITY and me, the prevailing party in that lawsuit shall be entitled to recover all of his, her or its attorneys' fees incurred.

6. **Physical Fitness.** I am physically fit and I know of no medical or health reason why the CITY should not issue me a permit to drive my golf cart on City streets.

7. **Compliance with City Ordinance.** I HAVE READ CHAPTER 10.50 OF THE BEAUMONT MUNICIPAL CODE, THE CITY'S ORDINANCE GOVERNING THE USE OF GOLF CARTS ON CITY STREETS, AND I AGREE TO ABIDE BY ITS PROVISIONS AND TO COMPLY WITH THE MINIMUM SAFETY EQUIPMENT REQUIREMENTS AND THE GOLF CART OPERATOR SAFETY CRITERIA AT ALL TIMES WHILE OPERATING ON CITY STREETS.

8. **I Understand This Document.** I have carefully read this document and I fully understand the contents of each paragraph. I have been advised to seek the analysis and opinions of independent attorney(s) concerning this Agreement and have either done so or declined to do so. Any questions that I had were answered to my satisfaction. I am willingly signing this Agreement, and I have not been pressured to sign it nor am I under any duress to do so.

9. **Scope of My Release of the City.** I *intend that this Release and Waiver* of City Liability and the Assumption of Risk provided for herein *be construed as broadly and inclusively as permitted by the laws of the State* of California, and *I agree that if any portion of this document is held invalid, the remainder of this Release and Waiver will continue in full force and effect.*

10. **Binding on Heirs, Executors and Assigns.** Because I fully understand the risks of participating in the Golf Cart Transportation Program, including driving and riding in a golf cart on City streets, I not only agree to assume those risks for myself and agree to

release and hold harmless the CITY who through negligence or carelessness might otherwise be liable to me, but I also do so on behalf of my heirs, executors, successors and assigns. Thus, I understand and agree that my waiver, release and assumption of risk, and my promise not to sue and to indemnify is, and shall be, BINDING UPON MY HEIRS, executors, successors and assigns.

I HAVE READ THIS RELEASE AND FULLY UNDERSTAND THAT BY SIGNING THIS RELEASE, I AND ANY MINOR CHILDREN THAT I HAVE ARE GIVING UP LEGAL RIGHTS AND REMEDIES THAT MAY BE AVAILABLE TO ME AND MY CHILDREN, AND I AM DOING SO VOLUNTARILY.

Date Signed: _____
Signature of Operator

Print Name

California Driver's License No.

Golf Cart Permit No.

WARNING: GOLF CART OPERATORS must be 18 years of age or older

Operator's Initials: _____