Golf Cart Rental Liability Waiver

This Golf Cart Rental Liability Waiver (the “Waiver”) is entered into between Pristine Management S.A. de C.V. (the “Company”), the manager of the Pristine Bay Beach Club and Golf Resort (the “Resort”), and the undersigned individual (“renter”).

Acknowledgment of Risks: Renter acknowledges that the operation of a golf cart carries inherent risks, including but not limited to collision, injuries, and damage to property. Renter agrees to exercise caution and follow all safety guidelines, rules and instructions provided by the Company while operating the golf cart.

Renter’s Declaration of Experience and Licensing: Renter hereby represents, declares, and warrants to the Company that renter possesses prior experience in the operation of motor vehicles and/or holds a valid, current, and unexpired driver’s license issued by a competent governmental authority, and that renter is legally, physically, and mentally fit to operate the golf cart. Renter further declares that he/she is not under the influence of alcohol, narcotics, prescription medication, or any other substance that may impair his/her ability to safely operate the golf cart. Renter acknowledges that this declaration is a material inducement upon which the Company has relied in agreeing to rent the golf cart, and that any misrepresentation contained herein shall constitute a material breach of this Waiver and of the Golf Cart Rental Agreement, voiding any liability of the Company and entitling the Company to immediate termination of the rental, without prejudice to any other remedies available under applicable law.

Renter agrees to present, upon the Company’s request, the driver’s license or equivalent documentation evidencing the representations made herein.

Assumption of Risk and Release of Liability: Renter voluntarily assumes all risks associated with the rental and operation of the golf cart. Renter agrees to release, discharge, and hold harmless the Company, its affiliates, agents, officers, employees, and the Resort of any and all claims, liabilities, damages, losses, costs and expenses, including attorney fees arising from or related to the use of the rented golf cart whether caused by the negligence of the Company or otherwise.

Indemnification: Renter agrees to indemnify and defend the Company, its affiliates, agents, officers, employees, and the Resort against any and all claims, liabilities, damages, losses, costs and expenses including attorney fees arising from or related to the rental and use of the golf cart whether caused by renters negligence or otherwise.

Damages: Renter shall be solely responsible for any damage to the golf cart or any property damage or personal damage caused by the operation of the golf cart during the rental period. Renter agrees to immediately report any damage or injury to the Company and to pay for any repair, replacement, or other costs incurred as a result of use during the rental period.

Governing Law: This waiver shall be governed and construed in accordance with the laws of Prospera ZEDE, without regard to conflict of law principles.

If you do not agree to these Terms and Conditions, you must not attend, access, or participate in any activities, events, services, or experiences covered by this waiver.

You may acknowledge and accept these Terms and Conditions through our app, website, registration platform, electronic forms, or any other method we make available. Regardless of the method of acceptance, your attendance at, access to, or participation in any activity covered by these Terms and Conditions constitutes your continued acknowledgment and acceptance of them, and confirms your agreement to be legally bound by their provisions.