

Permit No. \_\_\_\_\_

**Golf Cart-ATV Liability Waiver**

This is a legally binding **Unconditional and Full General Release of Liability, Waiver, Discharge and Covenant not to Sue** made by me \_\_\_\_\_ (hereinafter referred to as Operator) to the City of Oglesby (hereinafter referred to as City).

I fully recognize that there are danger and risks to which I may be exposed by operating a golf cart / neighborhood vehicle on City streets. The following is a description and / or examples of significant dangers and risks associated with this activity: injury to myself or others, damage to my property or that of others, death of myself or others.

In no event shall the City be liable for direct, indirect, special, incidental or consequential damages, whether arising in tort, contract or any other legal theory, in connection with or arising out of operator's use of a golf cart / neighborhood vehicle.

The operator, as of the date below, shall hereinafter save, hold harmless and indemnify the City against any and all liability, claims, causes of action and costs of whatsoever kind and nature including, without being limited to injury, damage, loss including death, resulting from, arising out of, or occurring in connection with my use of golf cart / neighborhood vehicle on the City streets.

I understand that the City has an Ordinance governing the use of qualified golf carts / neighborhood vehicle on City streets and hereby agree to conform with all the requirements of the City Ordinance at all times. I have had the opportunity to read said Ordinance and my signature below acknowledges that I will comply with this Ordinance as well as all of the applicable traffic laws of the State of Illinois at all times when operating this golf cart / neighborhood vehicle of City streets.

I, therefore, agree to assume and take on myself all of the risks and responsibilities in anyway associated with this activity. In consideration of and return for the opportunity to operate a golf cart / neighborhood vehicle on City streets, I release the City (and the City Council, employees, and agents) from any and all liability, claims and actions that may arise from injury or harm to me or others, including death, or from damage to my property of any other in connection with this activity. I understand that this release also covers liability, claims, and actions, caused entirely or in part by any acts or failures to act, including but not limited to negligence, mistake or failure to enforce, supervise, or maintain.

I assure the City that there are no health-related reasons or problems which preclude or restrict my participation in this activity. I further assure the City that I have adequate health and liability insurance necessary to provide for and pay any medical costs or property damage that may directly or indirectly result from my participation in this activity, and I will indemnify and hold the City harmless for any such medical costs or property damage. I understand that this Release mean I am giving up, among other things, rights to sue the City, its City Council, employees, and/or agents for injuries (including death), damages, or losses I may incur or cause. I also understand that this Release binds my heirs, executors, administrators, and assignee, as well as myself. I have read this entire release; I fully understand it and agree to be legally bound by it.

Witness: \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Ordinance No. 1081-091619

<b><u>Office Use Only</u></b>	
<b>Name:</b> _____	
<b>Phone:</b> _____	<b>Driver's License No.</b> _____
<b>Insurance Carrier/Policy No.</b> _____	
<b>Insurance Expiration:</b> _____	