

VILLAGE OF WINNEBAGO
UNCONDITIONAL INDEMNIFICATION,
LIABILITY RELEASE, AND COVENANT NOT TO SUE
FOR
UTV OWNERS AND OPERATORS

PLEASE READ CAREFULLY BEFORE SIGNING AS THIS IS A LEGALLY BINDING DOCUMENT.

In consideration of the granting of my application as an Owner/Operator for a Utility Terrain Vehicle (UTV) operating permit with the Village of Winnebago, IL, (hereinafter sometimes referred to as "Village") hereby, by my signature hereunder, agree to the following:

1. I fully recognize that there are dangers and risks to which I may be exposed by operating a Utility Terrain Vehicle (UTV) on allowed Village Streets. The following is a description and/or examples of significant dangers and risks associated with the activity: injury to myself or others, damage to my property or the property of others, death of myself or others.
2. In no event shall the Village 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 owner/operator's use of the UTV on allowed Village streets.
3. The Owner/Operator, as of the date below shall hereinafter, save, hold harmless, and indemnify the Village 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 a Utility Terrain Vehicle (UTV) on allowed Village streets.
4. I understand that the Village of Winnebago has an ordinance governing the use of qualified UTVs on allowed Village streets entitled "UTV Operations and Safety Ordinance", and I hereby agree to conform to, and abide by, all requirements of the Village ordinance at all times. I have received a copy of said ordinance, and have had the opportunity to read said ordinance, and I shall comply with said ordinances and the rules and regulations as cited therein, as well as all of the applicable traffic laws of the State of Illinois at all times when operating the UTV on allowed streets within the Village of Winnebago.
5. I agree to assume and take on myself all of the risks and responsibilities in any way associated with the activity of operation of a UTV in the Village of Winnebago. Accordingly, I hereby freely and voluntarily, for myself individually, and for my heirs, Executors, Administrators, agents, successors, and assigns, HEREBY RELEASE, WAIVE ANY RIGHT TO CAUSE OF ACTION, AND FOREVER DISCHARGE the Village of Winnebago, as well as the Village employees, agents, board members, elected or appointed officials, attorneys, engineers, representatives, and assigns, individually, and in their representative capacities, if any, from any and all claims, demands, damages, costs, expenses, actions and causes of

action, whether in law or in equity, in respect of death, injury, loss, or damage to my person or property, or the person or property of owners, affected by operation of such UTV in the Village, howsoever caused, contributed to, or occasioned by the negligence of any of the aforesaid referenced individuals and/or entities, whether foreseeable or unforeseeable.

6. I further hereby undertake to hold harmless and agree to indemnify all of the aforesaid individuals and/or entities from and against any and all claims, demands, rights, and judgments, costs, actions, causes of action, rights and expenses, or any other liability incurred by any or all of them arising as a result of, or in any way connected with, operation of the ATV owned and/or operated by the undersigned in the Village.
7. I assure the Village that there are no health-related reasons or problems which preclude or restrict my participation in this activity. I further assure the Village 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 the named activity.
8. I have read this entire document, I fully understand the terms and conditions contained herein, I am of sound mind and memory, am freely and voluntarily signing this document, and I agree to be bound by the terms of this document.
9. There have not been any oral statements made to me by any of those referenced above included in this release that would alter the terms of this release. I further understand and agree that if any oral representation should be made to me by any affected party in the future as to my not being bound by any terms of this document, such oral representation shall be of no force or effect, as this written document is controlling.

Operator/Operator Signature

(Printed Name of Owner/Operator)

Dated: _____

WITNESS:

Signature of Witness

(Printed name of Witness)