

Village of Aviston

Golf Cart/Recreational Off-Highway/ All-Terrain Vehicle Permit Application

Name (please print) _____
Address _____
Phone # _____
Date of Application _____
Valid Driver's License # (please supply a copy) _____
Vehicle Make/Model _____
Color _____
Serial Number _____

- Utility Vehicle
- All-Terrain Vehicle
- Golf Cart

Insurance: _____
Policy # (please supply a copy) _____
Expiration Date _____

The applicant has read the ordinance and agrees that this vehicle is in compliance.

Applicant Signature _____
Date _____
Total Fee paid _____
Permit # _____

Check one of the following:

_____ New Permit Application
_____ Renewal

**UNCONDITIONAL AND FULL RELEASE OF LIABILITY, WAIVER, DISCHARGE AND
COVENANT NOT TO SUE**

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 Village of Aviston (hereinafter referred to as the Village).

I fully recognize that there are dangers and risks to which I may be exposed to by operating a Golf Cart or All-Terrain vehicle on village streets. The following are descriptions 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 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 operator's use of a golf cart or all-terrain vehicle on village streets.

The 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 or arising out of, or occurring in connection with my use of this golf cart or all-terrain vehicle on village streets.

I understand that the Village has an ordinance governing the use of qualified golf carts and all-terrain vehicles on Village streets and hereby agree to conform with all requirements of the Village ordinances at all times. I have had the opportunity to read said ordinance for the Village of Aviston and my signature below acknowledges that I will comply with this ordinance and said rules as well as all the applicable traffic laws of the State of Illinois at the times when operating this vehicle on Village streets.

I, therefore, agree to assume and take upon myself all of the risks and responsibilities in any way associated with this activity. In consideration of and return for the opportunity to operate a golf cart or all-terrain vehicle on Village streets, I release the Village (and the Village Trustees, Village President, 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 or 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 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 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 indemnify and hold the Village harmless for any such medical costs or property damage.

I understand that this release means I am giving up, among other things, right to sue the Village, its Village Trustees, Village President, 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 assigns, as well as myself.

I HAVE READ THIS ENTIRE RELEASE, I FULLY UNDERSTAND IT, AND I AGREE TO BE LEGALLY BOUND BY IT:

Witness:

Operator's Signature:

Date: _____