

RELEASE OF LIABILITY, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

In connection with the issuance of a UTV permit by the Village of Pawnee ("Village"), the undersigned ("Operator") represents and agrees to as follows.

I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH I MAY BE EXPOSED BY OPERATING A UTV ON VILLAGE STREETS, INCLUDING BUT NOT LIMITED TO: INJURY TO MYSELF OR OTHERS, DAMAGE TO MY PROPERTY OR THAT OF OTHERS, DEATH OF MYSELF OR OTHERS. IN NO EVENT SHALL THE VILLAGE (PAWNEE) 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 OPERATIONS USE OF A UTV ON VILLAGE STREETS. I WILL SAVE, HOLD HARMLESS AND INDEMNIFY THE VILLAGE OF PAWNEE 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 THIS UTV ON VILLAGE STREETS.

I understand that Sections 5-6-1 through 5-6-7 of the Village of Pawnee Code govern the use of qualified UTVs on village streets and hereby agree to always conform with all the requirements of the Village Code and the traffic laws of the State of Illinois.

I, THEREFORE AGREE TO ASSUME AND TAKE ON 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 UTV ON PAWNEE VILLAGE STREETS. I RELASEE THE VILLAGE AND ITS ELECTED AND APPOINTED OFFICERS, ITS EMPLOYEES, AND ITS 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. THIS RELEASE ALSO COVERS LIABILITY, CLAIMS AND ACTION CAUSED ENTIRELY OR IN PART BY ANY ACTS OR FAILURES TO ACT, INCLUDING BUT NO LIMITED TO NEGLIGENCE, MISTAKE, OR FAILURE TO ENFORCE, SUPERVISE OR MAINTAIN, AND INCLUDING THE OPERATION OF MY VEHICLE BY ANY PERSON OTHER THAN MYSELF.

FURTHERMORE, I ASSURE THE VILLAGE OF PAWNEE 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 any pay and medical costs or property damage that may directly or indirectly result from my participation in this activity, and I will indemnify and hold the Village harmless for any such medical costs or property damage. I understand that the release means I am giving up, among other things, rights to sue the Village, its Village Council, employees, and agents for injuries (including death), damages, or losses I may incur or cause. I also understand that the Release binds my heirs, executors, administrators, and assigns, as well as myself.

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

Operator's Signature: _____

Date: _____

Print Operator's Name: _____

Witness Signature: _____

Print Witness Name and Address: _____

