

UNCONDITIONAL AND FULL GENERAL 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 Kirkland (hereinafter referred to as Village.)

I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH I MAY BE EXPOSED BY OPERATING A GOLF CART ON VILLAGE 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 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 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, ARISING OUT OF OR OCCURRING IN CONNECTION WITH MY USE OF THIS GOLF CART ON VILLAGE STREETS.

I understand that the Village has an Ordinance governing the use of qualified golf carts on Village streets and hereby agree to confront with all requirements of the Village 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 on Village streets.

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 GOLF CART ON VILLAGE STREETS, I RELEASE THE VILLAGE (AND THE VILLAGE 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 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 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 Village harmless for any such medical costs or property damage.

I understand that this Release means I am giving up, among other things, rights to sue the Village, its Village 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 assigns, as well as myself.

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

Operator's Signature

_____/_____/_____
Date

Witness

Title