

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

Operator's Initials

_____ 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 Hoffman (hereinafter referred to as Village, and the Village President, Trustees, Clerk, designated inspector, and all officers, agents, and employees of Village).

_____ I fully recognize that there are dangers and risks to which I may be exposed by operating a golf cart or recreational off-highway vehicle on Village streets. The following is a description and/or examples of significant dangers and risks associated with this activity; permanent injury to myself or others, damage to my property or that of others, death of myself or others.

_____ In no event shall the Village, the Village President, Trustees, Clerk, designated inspector, or any officer, agent, or employee of 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 recreational off-highway vehicle on Village streets.

_____ The operator, as of the date below, shall hereinafter save, hold harmless, and indemnify the Village, the Village President, Trustees, Clerk, designated inspector, and all officers, agents, and employees of 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 or utility-terrain vehicle on Village streets, including injuries or damages to passengers or operators of operator's vehicle or any other persons or property.

_____ I understand that the Village has an Ordinance governing the use of qualified golf carts or qualified recreational off-highway vehicles on Village streets and hereby agree to conform 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 and the Village at all times when operating this golf cart or recreational off-highway vehicle 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 or recreational off-highway vehicle on Village streets, I hereby release the Village and the Village President, Trustees, Clerk, designated inspector, and all officers, agents, and employees of Village, 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 shall pay the attorney fees and other expenses of Village related to any such matter and shall indemnify Village for any loss.

_____ I hereby 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, and the Village President, Trustees, Clerk, designated inspector, and all officers, agents, and employees of Village 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, I HAVE INITIALED TO THE LEFT OF EACH PARAGRAPH TO SIGNIFY THAT I HAVE READ IT, AND I AGREE TO BE LEGALLY BOUND BY IT.

Operator's Signature

Date

Signature of Witness

NON-HIGHWAY VEHICLE INSPECTION REPORT

Date of Inspection:

Time of Inspection:

APPLICANT NAME: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: _____

(Please "X" one) Golf Cart Recreational off-highway vehicle

VEHICLE MAKE: _____ SERIAL NUMBER: _____ MODEL: _____

DESCRIPTION: _____ / _____ / _____
(Color) (# of Seats) (Distinguishing Features)

ITEM

NOTES

Please check (X) to indicate compliance:

- Copy of Village Non-Highway Vehicle Ordinance to Applicant _____
- Brakes and Operating Brake Lights _____
- Steering Apparatus _____
- Tires _____
- Rearview Mirror _____
- Turn Signals Operable and Visible Front & Rear _____
- Approved "Slow Moving Vehicle" Sign _____
- Red Reflector Warning Devices (front & rear) _____
- Headlight (visible 500 feet) _____
- Red Tail Lamp (visible 100 feet) _____
- Seat Belts for Driver and all passengers as required _____
- Proof of Liability Insurance, copy kept for village _____
- Hold Harmless and Release of Liability Form _____

The above-described vehicle was inspected and is/is not in compliance with regulations set forth by Ordinance designated for operation within the Village of Hoffman.

PERMIT GRANTED: **NEW** **RENEWAL** **PERMIT DENIED**

INSPECTOR SIGNATURE: _____