

CITY OF BREESE – LIABILITY RELEASE

**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 City of Breese (hereinafter referred to as the (City)).

I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH I MAY BE EXPOSED BY OPERATING A GOLF CART OR UTILITY-TERRAIN VEHICLE ON CITY 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 PROPERTY OR THAT OF OTHERS, DEATH OF MYSELF OR OTHERS.

IN NO EVENT SHALL THE CITY 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 UTILITY-TERRAIN VEHICLE ON CITY STREETS.

THE OPERATOR, AS OF THE DATE BELOW, SHALL HEREINAFTER SAVE, HOLD HARMLESS AND INDEMNIFY THE CITY 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 CITY STREETS.

I understand that the City has an Ordinance governing the use of qualified golf carts and utility-terrain vehicles on City streets and hereby agree to conform with all requirements of the City Ordinance at all times. I have had the opportunity to read said Ordinance and the "Rules Concerning Alternate Transportation for the City of Breese" and my signature below acknowledges that I will comply with this Ordinance and said Rules as well as all of the applicable traffic laws of the State of Illinois at all times when operating this golf cart or utility-terrain vehicle on City 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 UTILITY-TERRAIN VEHICLE ON CITY STREETS I RELEASE THE CITY (AND THE CITY 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 ANOTHER 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 City that there are no health-related reasons or problems which preclude or restrict my participation in this activity. I further assure the City 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 City 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 City, its City 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

Date