



NON-HIGHWAY VEHICLE WAIVER OF LIABILITY

This is a legally-binding unconditional and full General Release of Liability, Waiver, and Discharge made by me, _____ (hereinafter referred to as Operator) to the Village of Rantoul (hereinafter referred to as the Village).

I fully recognize that there are dangers and risks to which I may be exposed by operating a Non-Highway 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, etc.

In no event shall the Village be liable for the 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 the Non-Highway 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, arising out of, or occurring in connection with, my use of this Non-Highway Vehicle on Village streets.

I understand that the Village has an Ordinance governing the use of qualified Non-Highway Vehicles on Village streets, and I 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 the Ordinance, as well as all of the applicable traffic laws of the State of Illinois, at all times when operating this Non-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 Non-Highway Vehicle on Village streets, I release the Village (and the Village Board, 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 the property of others, 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 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 Board, employees, and/or 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 this entire Non-Highway Vehicle Waiver of Liability, and I agree to be legally bound by it.

Applicant's Signature

Date