



Village of Marine

320 N. Vernon St. P. O. Box 136

Marine, IL 62061

Phone: 618-887-4531 Fax: 618-887-4866

Website: villageofmarine.net

Clerk's email: clerkofmarine@att.net

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 Village of Marine (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.

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 NON-HIGHWAY VEHICLE ON VILLAGE STREETS.

THE OPERATOR, AS OF THE DATE BELOW, SHALL HEREAFTER 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 hereby agree to conform with all requirements of the Village ordinances at all times. I have had the opportunity to read said ordinance and the "Rules Regarding Non-Highway Vehicles" and my signature below acknowledges that I will comply with this ordinance and said rules as well as all of the applicable laws of the State of Illinois at all times when operating this vehicle on Village streets.

I, THEREFORE, AGREE TO ASSUME AND TAKE UPON 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 TRUSTEES, EMPLOYEES, AND AGENTS) FROM ANY AND ALL LIABILITY, CLAIMS, AND ACTIONS THAT MAY ARISE FROM INJURY OR 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 Trustees, 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.

WITNESSES:

Operator's Signature

Date: _____