

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 Kansas and its Board of Trustees, (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:

1. Injury to myself or others,
2. Damage to my property or that of others,
3. 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 the use of this golf cart on Village streets.

I understand that the Village has Ordinance #24-7-14 governing the use of Golf Carts on Village streets and hereby agree to conform with all the 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 and 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 do hereby release the Village, Board of Trustees, 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 covers liability, claims and actions caused entirely or in part by any acts or failures to act on my part, 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 Board of 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, PAGE ONE AND PAGE TWO, I FULLY UNDERSTAND IT, AND I AGREE TO BE LEGALLY BOUND BY IT.

Operator's Signature

Date

Witness Signature

PERMIT NO. -----

PERMIT APPLICATION

PURPOSE: This application is for a permit to operate a “golf cart” on Village of Kansas streets in accordance with the Village of Kansas Ordinance No. 24-7-14.

APPLICANT INFORMATION:

Name _____ Date of Birth _____

Address _____ Phone # _____

IL Driver’s License # _____ Expires: _____

Liability Insurance Carrier _____

Policy No. _____

GOLF CART INFORMATION:

Make _____ Model _____ Color _____

Serial No. _____ No. of Seats _____

Description of Golf Cart: _____

I, _____, hereby acknowledge receipt of a copy of the Village of Kansas, Golf Cart Ordinance #24-7-14, and affirm that all information provided above to be true and factual.

Signature of Applicant

Date