UNCONDITIONAL AND FULL GENERAL RELEASE OF LIABLITY

# WAIVER DISCHARGE AND COVENANT NOT TO SUE

This is a legally-binding UNCONDITIONAL AND FULL GENERAL RELEASE OF LIABILITY, WAIVER, DISCHARGE AND CONVENANT NOT TO SUE made by me, , (hereinafter referred to as Operator) to City of Havana and its Council Persons.

I fully recognize that there are dangers and risks to which I may be exposed by operating a Side- by- Side (UTV) on City 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 City of Havana 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 Side- by- Side (UTV) on City streets.

The operator, as of the date below, shall hereinafter save, hold harmless and indemnify the City of Havana 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 Side- by- Side (UTV) on City streets.

I understand that the City of Havana has Ordinance 1458 governing the use of Side- by- Side (UTV) on City streets and hereby agree to conform with all the requirements of the City of Havana’s 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 Side- by- Side (UTV) 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 Side- by- Side (UTV) on City streets do hereby release the City of Havana, Council Persons, 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 City of Havana that there are no health-related reasons or problems which preclude or restrict my participation in this activity. I further assure the City of Havana 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 of Havana 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 of Havana, its Council Persons, 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 (1) AND PAGE TWO (2), I FULLY UNDERSTAND IT, AND I AGREE TO BE LEGALLY BOUND BY IT.



Operator's Signature Date

Notarized Witness Signature

PERMIT NO.