

**EXHIBIT A
APPLICATION AND RELEASE**

**VILLAGE OF FLANAGAN, ILLINOIS
NON-HIGHWAY VEHICLE REGISTRATION APPLICATION
AND INSPECTION REPORT**

Applicant Name: _____

Address: _____

(Street)

(City)

(State)

(Zip)

Phone: _____

Serial Number: _____

Vehicle Description: _____

Name, address, and policy # of liability insurance carrier:

I have read the Village's Ordinance Allowing and Regulating Non-Highway Vehicles in the Village of Flanagan and agree to abide thereby. I further affirm that my non-highway vehicle complies with said Ordinance and State law (625 ILCS 5/11-1426.1). I affirm my non-highway vehicle is in compliance with every requirement of said laws and the items on the client list below and that I have the sole responsibility to ensure continued compliance.

Signature

INSPECTION REPORT

**To Be Completed by Designated Village Official
(Inspections are required for new carts)**

___ Red Reflectors (<i>front and rear</i>)	___ Headlights (<i>as required</i>)
___ Brakes and Brake Lights	___ Tail Lamps (<i>as required</i>)
___ Turn Signals	___ Seat Belts (<i>Operator & passengers</i>)
___ Steering Wheel Apparatus	___ Proof of Liability Insurance (<i>copy</i>)
___ Tires	___ Signed Release of Liability
___ Rearview Mirror	___ Valid Driver's License (<i>copy</i>)
___ "Slow Moving Vehicle" Emblem	

The above-described non-highway vehicle was inspected and complies with regulations set forth by the Village of Flanagan Code of Ordinances.

Date & Time of Inspection: _____, _____ am/pm ___ New or ___ Renewal

Inspector Signature

For Village Use Only:

_____ \$35.00 Fee

Permit #: _____

Permit Issue Date

Permit Expiration Date

**NON-HIGHWAY VEHICLES
UNCONDITIONAL AND FULL GENERAL RELEASE OF LIABILITY,
WAIVER, DISCHARGE, INDEMNIFICATION AND COVENANT NOT TO SUE**

THIS IS A LEGALLY BINDING UNCONDITIONAL AND FULL GENERAL RELEASE OF LIABILITY, WAIVER, DISCHARGE, INDEMNIFICATION GUARANTEE, AND COVENANT NOT TO SUE MADE BY ME, _____ (HEREINAFTER REFERRED TO AS OPERATOR) TO THE VILLAGE OF FLANAGAN (HEREINAFTER REFERRED TO AS VILLAGE).

I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH I MAY BE EXPOSED BY OPERATING A NON-HIGHWAY VEHICLE (HEREINAFTER REFERRED TO AS VEHICLE) ON VILLAGE STREETS. THE FOLLOWING IS A DESCRIPTION AND EXAMPLE 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 THE USE OF THE OPERATOR'S VEHICLE ON VILLAGE STREETS.

BY SIGNING BELOW, I RECOGNIZE AND ACKNOWLEDGE THAT THERE ARE CERTAIN RISKS TO DRIVERS, PASSENGERS, AND THIRD PARTIES ASSOCIATED WITH THE GRANT OF AUTHORITY ASSOCIATED WITH MY VEHICLE REGISTRATION AND CERTAIN RISKS OF DAMAGES AND LOSS TO REAL AND PERSONAL PROPERTY. I VOLUNTARILY AGREE TO ASSUME THE FULL RISK OF ANY AND ALL INJURIES, DAMAGES OR LOSS, REGARDLESS OF SEVERITY, THAT I OR MY MINOR CHILD/WARD MAY SUSTAIN AS A RESULT OF OPERATING A VEHICLE PURSUANT TO THIS REGISTRATION OR OTHERWISE ASSOCIATED WITH THIS REGISTRATION IN ANY WAY. I FURTHER AGREE TO WAIVE AND RELINQUISH ALL CLAIMS I OR MY MINOR CHILD/WARD MAY HAVE (OR ACCRUE TO ME OR MY CHILD/WARD) AS A RESULT OF OPERATING A VEHICLE PURSUANT TO THIS REGISTRATION OR OTHERWISE ASSOCIATED WITH THIS REGISTRATION, AGAINST THE VILLAGE OF FLANAGAN, INCLUDING ITS OFFICIALS, AGENTS, VOLUNTEERS AND EMPLOYEES. I DO HEREBY FULLY RELEASE AND FOREVER DISCHARGE THE VILLAGE OF FLANAGAN, ITS OFFICIALS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR INJURIES, DAMAGES, OR LOSS THAT MY MINOR CHILD/WARD OR I MAY HAVE OR WHICH MAY ACCRUE TO ME OR MY MINOR CHILD/WARD AND ARISING OUT OF, CONNECTED WITH OR IN ANY WAY ASSOCIATED WITH THIS REGISTRATION.

I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE VILLAGE OF FLANAGAN, AND ITS FORMER, CURRENT AND FUTURE OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, ATTORNEYS AND INSURERS AND SUCCESSORS IN INTEREST OF ANY KIND, FOR AND FROM ANY AND ALL CLAIMS, ACTIONS, OMISSIONS, LOSSES, INJURIES, DEMANDS, LIENS, EXPENSES, ATTORNEYS' FEES, COSTS AND EXPENSES AND COSTS OF LITIGATION, EXPERT WITNESS FEES AND CONSULTANT FEES, AND LIABILITY FOR DAMAGES OF ANY KIND AND CAUSES OF ACTION OF ANY KIND AND NATURE, WHETHER KNOWN OR UNKNOWN AT THE THIS TIME, WHETHER PRESENT OR FUTURE OR CONTINGENT, THAT ARE BROUGHT OR FILED AGAINST THE VILLAGE OF FLANAGAN, OR ANY OF ITS FORMER, CURRENT AND FUTURE OFFICIALS, AGENTS, SERVANTS, EMPLOYEES AND INSURERS OR SUCCESSORS IN INTEREST OF ANY KIND, BY ANY PERSON OR ENTITY ARISING OUT OF, RELATING TO, CONNECTED WITH, OR IN ANY WAY ASSOCIATED WITH THIS REGISTRATION OF THE VEHICLE THAT IS THE SUBJECT THEREOF. IN THE EVENT THAT SUCH A CLAIM, ACTION, CAUSE OF ACTION OR LAWSUIT IS BROUGHT OR FILED, THE VILLAGE OF FLANAGAN, AND ITS FORMER, CURRENT AND FUTURE OFFICIALS, EMPLOYEES, SERVANTS, AGENTS, ATTORNEYS, INSURERS, OR SUCCESSORS IN INTEREST SUED THEREUNDER, SHALL HAVE THE RIGHT TO DETERMINE THE ATTORNEY(S) OF ITS, HIS, HER OR THEIR CHOICE TO REPRESENT AND DEFEND THEIR INTERESTS IN ANY LEGAL OR ADMINISTRATIVE ACTION, ALL AT THE EXPENSE OF THE OPERATOR.

I UNDERSTAND THAT THE VILLAGE HAS AN ORDINANCE GOVERNING THE USE OF QUALIFIED VEHICLES ON VILLAGE STREETS, AND 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 A VEHICLE ON VILLAGE STREETS. THE VILLAGE'S APPROVAL OF MY VEHICLE NOTWITHSTANDING, I ACKNOWLEDGE THAT IT IS MY RESPONSIBILITY TO COMPLY WITH THE VILLAGE'S ORDINANCE AND OTHER LAWS.

I, THEREFORE, AGREE TO ASSUME AND TAKE ON ALL OF THE RISKS AND RESPONSIBILITIES IN ANY WAY ASSOCIATED WITH THIS ACTIVITY. IN CONSIDERATION OF AND RETURN FOR THE OPPORTUNITY TO OPERATE A 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 PROPERTY OF ANY OTHER IN CONNECTION WITH THIS ACTIVITY AND THE USE OF MY VEHICLE. 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 THAT 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, 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 UNDERSTAND THAT I HAVE NO LEGAL RIGHT TO THE CONTINUATION OF THE ORDINANCE OR MY RIGHT TO USE A VEHICLE ON VILLAGE STREETS, REGARDLESS OF THE COST OF RENDERING THE VEHICLE IN COMPLIANCE WITH VILLAGE ORDINANCES OR FOR THE PURPOSE OF ITS OPERATION. THE VILLAGE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY EXPENSES INCURRED BY THE OPERATOR FOR THE COST OF ACQUISITION OR MODIFICATION OF A VEHICLE TO COMPLY WITH THE VILLAGE ORDINANCE.

I HAVE READ THIS ENTIRE DOCUMENT, I FULLY UNDERSTAND IT, AND I AGREE TO BE LEGALLY BOUND BY IT.

Operator's Signature

Date

Witness

Date