UNCONDITIONAL AND FULL GENERAL RELEASE RELATIVE TO GOLF CARTS

This is a legally-binding UNCONDITIONAL AND FULL GENERAL RELEASE OF LIABILITY, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE made by _____ and _____, residing at _____, Lakewood, Illinois (collectively "Owner") to the Village of Lakewood and its elected and appointed officials, employees, agents and the like (collectively the "Village").

I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH I MAY BE EXPOSED BY OPERATING A GOLF CART OR WHICH OTHERS MAY BE EXPOSED WHEN OPERATING MY GOLF CART ON VILLAGE STREETS. THE FOLLOWING ARE A DESCRIPTION AND/OR EXAMPLES OF SIGNIFICANT DANGERS AND RISKS ASSOCIATED WITH THE OPERATION OF A GOLF CART: INJURY TO MYSELF OR OTHERS, DAMAGE TO MY PROPERTY OR THAT OF OTHERS AND 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 OWNER'S GOLF CART ON VILLAGE STREETS.

THE OWNER SHALL FOREVER SAVE, HOLD HARMLESS, INDEMNIFY AND DEFEND THE VILLAGE AGAINST ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, AND COSTS OF WHATSOEVER KIND AND NATURE INCLUDING, BUT NOT LIMITED TO PERSONAL INJURY, DAMAGE TO PERSONS OR PROPERTY, AND LOSS, INCLUDING DEATH, RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE USE OR OPERATION OF OWNER'S GOLF CART ON VILLAGE STREETS.

I understand that the Village has an ordinance governing the use of golf carts 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 this ordinance and all of the applicable traffic laws of the State of Illinois at all times when a golf cart operated by me or owned by me is operated on Village streets.

I AGREE TO ASSUME AND TAKE ON ALL OF THE RISKS, LIABILITY AND RESPONSIBILITIES IN ANY WAY ASSOCIATED WITH OR RELATED TO THE USE OR OPERATION OF A GOLF CART OWNED BY ME ON VILLAGE STREETS WHETHER I AM OPERATING IT OR NOT. IN CONSIDERATION OF, AND IN RETURN FOR THE OPPORTUNITY TO USE AND OPERATE A GOLF CART ON VILLAGE STREETS, I RELEASE THE VILLAGE FROM ANY AND ALL LIABILITY, CLAIMS AND ACTIONS THAT MAY ARISE FROM ANY INJURY OR HARM TO ME OR OTHERS AS DESCRIBED HEREIN, INCLUDING DEATH, OR FROM DAMAGE TO MY PROPERTY OR PROPERTY OF ANY OTHER IN CONNECTION WITH THE USE OR OPERATION OF A GOLF CART OWNED BY ME ON VILLAGE STREETS. 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 AND ANY ACTS OF ANY THIRD PARTY OPERATING A GOLF CART OWNED BY ME.

I assure the Village that there are no health-related reasons or problems which preclude or restrict my use or operation of a golf cart. I further assure the Village that I have adequate health and liability insurance necessary to provide for and pay any medical costs or damages of any kind whatsoever which may directly or indirectly result from the use or operation of a golf cart owned by me. I further attest that and that I have provided proof of true and correct insurance in the form required by the Village. I understand that this Release means I am giving up the right to sue the Village for any injury, damage or loss provided herein and that this Release shall be construed as a covenant not to sue the Village. 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.

EACH CO-OWNER MUST SIGN THIS RELEASE

_____ Date _____

Owner's Signature

_____ Date _____

Owner's Signature