

**VILLAGE OF ST. JOSEPH, ILLINOIS**  
**RELEASE AND WAIVER BY APPLICANT FOR GOLF CART, NEIGHBORHOOD VEHICLES AND UTILITY**  
**TASK VEHICLES PERMIT**

This is a legally binding GENERAL RELEASE OF LIABILITY and WAIVER made by the undersigned (hereinafter referred to as the "Operator") to Village of St. Joseph its officials, officers, employees, and agents (hereinafter referred to as the "Village").

1. I, OPERATOR, UNDERSTAND THAT THE VILLAGE HAS AN ORDINANCE GOVERENING THE USE OF GOLF CARTS ON VILLAGE STREETS AND I HEREBY AGREE TO CONFORM WITH ALL REQUIREMENTS OF THE VILLAGE ORDINANCES AT ALL TIMES. I HAVE HAD THE OPPORTUNITY TO READ SAID ORDINACE AND MY SIGNATURE BELOW ACKNOWLEDGES THAT I WILL COMPLY WITH SAID ORDINANCE AND ALL OF THE APPLICABLE TRAFFIC LAWS OF THE STATE OF ILLINOIS AND THE VILLAGE OF ST. JOSEPH AT ALL TIMES WHEN OPERATING ANY GOLF CART IN THE VILLAGE.
2. I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH I MAY BE EXPOSED BY OPERATING A GOLF CART VEHICLE ON VILLAGE STREETS, INCLUDING INJURY OR DEATH TO MYSELF OR OTHERS, DAMAGE TO MY PROPERTY OR THAT OF OTHERS.
3. 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 DAMAGE, LOSSES, INJURIES, CLAIMS, ESPENSES, OR COST. INCLUDING, BUT NOT LIMITED TO, MEDICAL COST AND PROPERTY DAMAGE THAT MAY DIRECTLY OR INDREDTLY RESULT FROM MY PARTICIPATION IN THIS ACTIVITY.
4. I, THEREFORE, AGREE TO ASSUME AND TAKE ON MYSELF ALL OF THE RISKS AND RESPONSIBILITES IN ANY WAY ASSOCIATED WITH THIS ACTIVITY, IN CONSIDERATION OF AND RETURN FOR THE OPPORTUNITY TO OPERATE A GOLF CART ON VILLAGE STREETS.
5. I HEREBY RELEASE THE VILLAGE FROM ANY AND ALL LIABILITY, CLAIMS AND ACTIONS THAT MAY HEREAFTER 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.
6. THE OPERATOR DOES HEREBY AGREE TO HEREAFTER HOLD HARMLESS AND INDEMNIFY THE VILLAGE FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, CAUSES OF ACTION, OF WHATSOEVER KIND OF NATURE INCLUDING PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, COST AND EXPENSES, INCLUDING ATTORNEY'S FEE'S AND COURTS COSTS, RESULTING FROM, ARISING OUT OF, OR OCCURING IN CONNECTION WITH THE USE, IN THE VILLAGE OF ST. JOSEPH, OF ANY GOLF CART OWNED OR OPPERATED BY ME.
7. I UNDERSTAND THAT THIS RELEASE MEANS I AM GIVING UP, AMONG OTHER THINGS, MY RIGHTS TO SUE THE VILLAGE FOR INJURIES (INCLUDING DEATH), DAMAGES, OR LOSSES I MAY OCCUR, TO THE FULL EXTENT PERMITTED BY LAW. THIS RELEASE SHALL BE BINDING ON MY HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, AS WELL AS MYSELF.
8. IF ANY PROVISION OF THIS DOCUMENT IS DETERMINED TO BE INVALED OR UNENFORCEABLE, THE OTHER PROVISIONS SHALL STILL APPLY, TO THE EXTENT PERMITTED BY LAW.
9. I HAVE READ THIS ENTIRE RELEASE. I FULLY UNDERSTAND IT, AND I AGREE TO BE LEGALLY BOUND BY IT.

\_\_\_\_\_  
Operator's Signature

Witness:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Village Official)

Date: \_\_\_\_\_



# GOLF CART, NEIGHBORHOOD VEHICLES AND UTILITY TASK VEHICLES EXPECTATIONS FOR THE VILLAGE OF ST. JOSEPH

1. Headlights that emit a white light visible from five hundred (500) feet to the front which must be illuminated when in operation.
2. Tail lamp that emits a red light visible from least one hundred (100) feet from the rear which must be illuminated when in operation.
3. Front windshield or driver must wear glasses when operating golf carts.
4. Seat belts for all passengers any time the golf cart is in operation.
5. Golf cart operators must have their Village golf cart permit on them when operating the golf cart.
6. Absolutely no golf carts on the Kickapoo Rails for Trails at any time.
7. Citizen has received a copy of the Golf Cart Ordinance.

\_\_\_\_\_  
Owner/Primary Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Village Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
ADDRESS OF GOLF CART, NEIGHBORHOOD VEHICLES, OR UTILITY TASK VEHICLE

\_\_\_\_\_  
MAILING ADDRESS OF OWNER/PRIMARY (LEAVE BLANK IF NO CHANGE)

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number(s)

