



NON-HIGHWAY VEHICLE PERMIT RENEWAL APPLICATION

This application is for a permit to operate a Golf Cart, Neighborhood Vehicle, or Recreational Off-highway Vehicle within the City of Mascoutah in accordance with City of Mascoutah Revised Code of Ordinances **Chapter 24 Motor Vehicle Code, Article VIII – Non-Highway Vehicle Regulations**

APPLICANT INFORMATION

Name _____

NON-HIGHWAY VEHICLE INFORMATION

Same Non-Highway Vehicle As Previous Years

By signing below, I hereby acknowledge receipt of a copy of the City of Mascoutah Revised Code of Ordinances CHAPTER 24 MOTOR VEHICLE CODE, ARTICLE VIII – NON-HIGHWAY VEHICLE REGULATIONS and affirm that all information provided above to be true and factual.

Renewal Fee: \$50.00 Resident \$100.00 Non-Resident

Signature of Applicant

Date

**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 _____ (hereafter referred to as owner/operator) to the City of Mascoutah, its employees, agents and officials (hereafter referred to as the City).

_____ I fully understand and recognize that there are DANGERS AND RISKS to which I may be exposed by operating a golf cart, neighborhood vehicle, or recreational off-highway vehicle on the City Streets; to include but not limited to injury to myself or others, damage to my property or that of others, DEATH of MYSELF or OTHERS.

_____ In no event shall the City be liable for direct, indirect, special, incidental or consequential damages, whether arising in tort, contract or other legal theory, in connection with or arising out of operator/owner's use of a golf cart, neighborhood vehicle, or recreational off-highway vehicle within the City.

_____ The owner/operator, as of the date below, shall hereinafter save, hold harmless, and indemnify the City against any and all liability, claims, cause of action, and cost of whatsoever kind of 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, neighborhood vehicle, or recreational off-highway vehicle within the City.

_____ I understand that the City has an Ordinance governing the use of golf carts on the City Streets. 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, neighborhood vehicle, or recreational off-highway vehicle within the City.

_____ I understand that although the golf cart, neighborhood vehicle, or recreational off-highway vehicle has been inspected; the City accepts no responsibilities for the mechanical functions of the golf cart, neighborhood vehicle, or recreational off-highway vehicle. The inspection is only to ensure required equipment is present and operational on the golf cart, neighborhood vehicle, or recreational off-highway vehicle. The owner/operator assumes all mechanical and electrical responsibilities of the golf cart, neighborhood vehicle, or recreational off-highway vehicle.

_____ If the owner/operator allows another person to operate the golf cart, neighborhood vehicle, or recreational off-highway vehicle, the owner/operator assumes all the same responsibilities, including holding the City harmless and indemnifying the City for any and all damages described above loss of property or life.

_____ I understand that this Release means I am giving up, among other things, rights to sue the City, its City Council, 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, I FULLY UNDERSTAND IT, AND I AGREE TO BE LEGALLY BOUND BY IT.

Owner/Operator

Date