

## **BOND COUNTY, ILLINOIS**

### **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, \_\_\_\_\_ (hereinafter referred to as Operator) to the County of Bond (hereinafter referred to as County).

I fully recognize that there are dangers and risks to which I may be exposed by operating a non-highway vehicle on County roads. The specific risks vary from one activity to another, from one facility/location to another, from one individual to another, but the risks of driving, riding or using said equipment range from minor injuries to major and catastrophic injuries. The following is a description and/or examples 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. I understand and agree that it is my responsibility to assess the hazards presented by my use of said equipment and further agree that I am the ultimate judge as to whether I can use the equipment without risk or harm to myself.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by the use of said equipment. In no event shall the County 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 non-highway vehicles on County roads.

The Operator, as the date below, shall hereinafter save, hold harmless and indemnify the County 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 my use of this non-highway vehicle on County roads.

I understand that the County has an Ordinance governing the use of qualified non-highway vehicles on County roads and hereby agree to conform with all requirements of the County 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 this non-highway vehicle on County roads, and take responsibility to inform any other Operator of the permitted vehicle.

I therefore, agree to assume and take on myself all of the risks and responsibilities in any way associated with this activity, or for any driver that may operate the permitted vehicle. In consideration of and return for the opportunity to operate a non-highway vehicle on County roads, I release the County (and the County Board, County 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 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 County that there are no health-related reasons or problems which will preclude or restrict my participation in this activity. I further assure the County 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 County 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 County, the County Board, County employees and/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 HAVE READ THIS ENTIRE RELEASE, I FULLY UNDERSTAND IT, AND I AGREE TO BE LEGALLY BOUND BY IT.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date