

**UNCONDITIONAL AND FULL GENERAL RELEASE OF LIABILITY,
WAIVER, DISCHARGE, AND COVENANT NOT 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 Troy, its employees and its Trustees (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 Non-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 Non-Highway Vehicle on the City Streets.

_____ 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 Non-Highway Vehicle on City Streets.

_____ I understand that the City has an Ordinance governing the use of Non-Highway Vehicles 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 Non-Highway Vehicle on City Streets.

_____ I understand that although the Non-Highway Vehicle has been inspected by the City; the City accepts no responsibilities for the mechanical functions of the Non-Highway Vehicle. The inspection is only to insure required equipment is on and operating on the Non-Highway Vehicle. The owner/operator assumes all mechanical and electrical responsibilities of the Non-Highway Vehicle.

_____ If the owner/operator allows another person to operate the Non-Highway Vehicle, the owner/operator assumes all the same responsibilities, including holding the City harmless and indemnifying the Village 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 Board of Trustees, 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

SUBSCRIBED AND SWORN TO
Before me this _____ day
of _____, 20____

Notary Public