

**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, the undersigned, _____

(hereinafter referred to as "OPERATOR") to JOHNSON COUNTY, ILLINOIS, (hereinafter referred to as COUNTY). I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH I MAY BE EXPOSED BY OPERATING AN UTILITY-TERRAIN VEHICLE (hereinafter referred to as UTV) ON THE ROADS OF JOHNSON COUNTY, ILLINOIS THE FOLLOWING IS A DESCRIPTION AND /OR EXAMPLES OF SIGNIFICANT DANGERS AND RISKS ASSOCIATED WITH THIS ACTIVITY. I AM FULLY AWARE AND ACKNOWLEDGE THAT INJURY TO MYSELF OR OTHERS, DAMAGE TO MY PROPERTY OR THAT OF OTHERS, DEATH OF MYSELF OR OTHERS CAN OCCUR BY MY OPERATION OF AN UTV.

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 AN UTV ON JOHNSON COUNTY ROADS.

THE OPERATOR AS OF 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 DEATH, RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH MY USE OF AN UTV ON THE COUNTY STREETS or within the jurisdiction of Johnson County, Illinois.

I understand that the County has an ordinance governing the use of qualified UTV's on County roads and hereby agree to conform to all requirements of the County ordinance at all times. I have had the opportunity to read said ordinance and acknowledge all restrictions/conditions put on my use of an UTV within the Johnson County. My signature below acknowledges that I will comply with this ordinance and said rules as well as all applicable traffic laws of the State of Illinois at all times when operating an UTV on or within the jurisdictional limits of Johnson County, Illinois.

I, therefore, agree to assume and take on myself all the risks and responsibilities in any way associated with this activity. In consideration of, and in return for the opportunity to operate an UTV on County roads, I release the County, its Boards members, employees, and/or 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 to 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 acts or failure to act, including, but not limited to negligence, mistake or failure to enforce, supervise, or maintain the UTV that I am operating.

I assure the County that there are no health-related reasons or problems which 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 participation in this activity, and. I will indemnify and hold County harmless for any such medical costs or property damage.

I understand that this release means I am giving up, among other things, the right to sue the County, its 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.

DATE: _____

(Operator's Signature)

WITNESS: _____ DATE: _____