



CITY OF CARLYLE, ILLINOIS

NON-HIGHWAY VEHICLE APPLICATION AND INSPECTION FORM

Applicant Name: _____

Address: _____
(Street) (City) (State) (Zip)

Phone Number: _____

Serial Number Vehicle: _____ Make/Model: _____

Vehicle Description: _____

Name and Address of Liability Insurance Carrier: _____

Policy Number and Expiration Date: _____

Classification of Vehicle (please circle one):

1. Golf Cart

A vehicle specifically designed and intended for the purposes of transporting one or more persons and their golf clubs or maintenance equipment while engaged in the playing of golf, supervising the play of golf, or maintaining the condition of the grounds on a public or private golf course.

2. Recreational Off-Highway Vehicle

“Recreational off-highway vehicle” shall mean any motorized off-highway device designed to travel primarily off-highway, 64 inches or less in width, having a manufacturer’s dry weight of 2,000 pounds or less, traveling on 4 or more non-highway tires, designed with a non-straddle seat and a steering wheel for steering control, except equipment such as lawnmowers.

I have been given a copy of Ordinance _____ which outlines the rules and regulations for operating a Non-Highway Vehicle within the jurisdiction of the City of Carlyle, Illinois and agree to abide thereby.

Signature of Applicant

Date

INSPECTION REPORT

- | | |
|---|--|
| ____ Horn | ____ Red Reflector Warning Devices (<i>front and rear</i>) |
| ____ Brakes and Brake Lights | ____ Headlights (<i>as required</i>) |
| ____ Turn Signals | ____ Tail Lamps (<i>as required</i>) |
| ____ Steering Wheel Apparatus | ____ Proof of Liability Insurance – Copy |
| ____ Tires | ____ Hold Harmless/Release of Liability Form Signed |
| ____ Rearview Mirror | ____ Driver & Passenger(s) Seat Belts |
| ____ Approved “Slow Moving Vehicle” Emblem | |
| ____ If Physically Handicapped, Certificate Signed by Physician | |

The above described vehicle was inspected and is in compliance with regulations set forth by the City of Carlyle.

Date & Time of Inspection: _____, _____ a.m. /p.m.

____ New or ____ Renewal

Inspector Signature: _____

For Office of City Clerk Use Only:

____ \$35.00 Fee for One (1) Year Permit; Permit # _____

Permit Issue Date: _____ Permit Expiration 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, _____ (hereinafter referred to as Operator) to the City of Carlyle (hereinafter referred to as City).

I fully recognize that there are dangers and risks to which I may be exposed by operating a non-highway vehicle on City streets. 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 of 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 City 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 a non-highway vehicle on City streets.

The Operator, as of the date below, shall hereinafter save, hold harmless and indemnify the City 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 City streets.

I understand that the City has an Ordinance governing the use of qualified non-highway vehicles on City streets and hereby agree to conform with all requirement of the City 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 City Streets.

I, therefore, agree to assume and take on myself all of the risks and responsibilities in any way associated with this activity. In consideration of and return for the opportunity to operate a non-highway vehicle on City streets, I release the City (and the City Council, 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 City that there are no health-related reasons or problems which preclude or restrict my participation in this activity. I further assure the City that I have adequate health and liability insurance necessary to provide for any pay and medical costs or property damage that may directly or indirectly result from my participation in this activity, and I will indemnify and hold the City 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 City, its City Council, 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