

**PERMIT APPLICATION**

Village of Davis, Illinois  
(Golf Carts)

**Purpose:** This Application is for a permit to operate a "golf cart" on Village of Davis, Illinois streets in accordance with Village of Davis Ordinance No. 2014-\_\_\_\_\_.

**APPLICANT'S INFORMATION**

Name: \_\_\_\_\_ Date \_\_\_\_\_ of \_\_\_\_\_ Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone numbers: \_\_\_\_\_

Illinois Driver's License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Liability insurance carrier: \_\_\_\_\_

Policy No: \_\_\_\_\_

**GOLF CART INFORMATION**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ Serial No. \_\_\_\_\_ Number of Seats: \_\_\_\_\_

Description \_\_\_\_\_ of \_\_\_\_\_ Golf \_\_\_\_\_ Cart: \_\_\_\_\_

**NOTE:** You must provide a copy of your applicable liability insurance coverage card, specifically for the golf cart you are seeking to operate pursuant to the permit. You must also provide the Village of Davis with a signed *Release and Waiver of Liability*, on the form provided by the Village of Davis, releasing the Village of Davis and agreeing to indemnify and hold the Village of Davis harmless from any and all future claims resulting from operation of your golf cart on Village of Davis streets.

I, \_\_\_\_\_, hereby acknowledge that I have  
[please print name clearly]  
reviewed the Village of Davis, Illinois Ordinance No. 2014- \_\_\_\_\_ entitled An Ordinance Authorizing the Operation of Golf Carts on the Village of Davis public streets and affirm that all information provided above is true and factual.

**RELEASE AND WAIVER OF LIABILITY**  
(Golf Carts)

This is a legally binding, unconditional, and full general release of liability, waiver, discharge and covenant not to sue and made by me, \_\_\_\_\_ (hereinafter referred to as "Operator"), to the Village of Davis, Illinois, and its Board of Trustees and agents (hereinafter collectively referred to as the "Village").

I understand that the Village has an Ordinance governing the use of "golf carts" on Village streets and hereby agree to abide by all requirements of that Ordinance at all times. I have had the opportunity to read the Ordinance and my signature below acknowledges that I will abide by the Ordinance and all of the applicable traffic laws of the State of Illinois at all times when operating this golf cart within the Village.

I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH I MAY BE EXPOSED WHILE OPERATING A GOLF CART ON VILLAGE STREETS. I ACKNOWLEDGE THAT THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO, INJURY TO MYSELF OR OTHERS, DAMAGE TO PROPERTY OR TO THE PROPERTY OF OTHERS, DEATH OF MYSELF OR OTHERS. I, THEREFORE, AGREE TO ASSUME AND TAKE UPON MYSELF ALL OF THE RISKS AND RESPONSIBILITIES IN ANY WAY ASSOCIATED WITH THIS ACTIVITY.

IN CONSIDERATION OF AND IN RETURN FOR THE OPPORTUNITY TO OPERATE A GOLF CART ON VILLAGE STREETS, I UNCONDITIONALLY AND FULLY RELEASE THE VILLAGE 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 COVERS LIABILITY, CLAIMS AND ACTIONS CAUSED ENTIRELY OR IN PART BY ANY ACTS OR FAILURES TO ACT ON MY PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, MISTAKE OR FAILURE TO ENFORCE, SUPERVISE OR MAINTAIN. IN NO EVENT SHALL THE VILLAGE BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH OR ARISING OUT OF USE OF MY GOLF CART WITHIN THE VILLAGE. OPERATOR, AS OF THE DATE BELOW, AGREES TO SAVE, HOLD HARMLESS AND INDEMNIFY THE VILLAGE AGAINST ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, AND COSTS OF WHATSOEVER KIND AND NATURE INCLUDING, WITHOUT LIMITATION, INJURY, DAMAGE, LOSS INCLUDING DEATH, RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE USE OF OPERATOR'S GOLF CART WITHIN THE VILLAGE.

I certify to the Village that there are no health-related reasons which preclude or restrict my participation in this activity. I further certify to the Village 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. I acknowledge that this Release and Waiver is intended to constitute, and does constitute, a waiver of all rights of recovery on account of any loss or damage suffered by me, or anyone claiming by, through or under me, where such loss or damage is covered in whole or in part by insurance with respect thereto, or is required under Village Ordinance to be so covered by insurance.

I understand that this Release and Waiver binds my heirs, personal representatives, executors, administrators, agents, successors and assigns, and any legal and personal representatives of each of the foregoing, as well as myself. This Release and Waiver shall be enforced and construed according to the laws of the State of Illinois.

I HAVE READ THIS RELEASE AND WAIVER, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT RELIANCE UPON ANY STATEMENT OR REPRESENTATION OF ANY PARTY.

Date: \_\_\_\_\_