



# CITY OF TUSCOLA

## GOLF CART PERMIT APPLICATION

### CRITERIA FOR APPLYING FOR A CITY OF TUSCOLA GOLF CART PERMIT:

1. APPLICANT MUST BE THE OWNER OF RECORD OF THE GOLF CART
2. APPLICANT & ALL DRIVERS MUST BE LICENSED TO DRIVE A MOTOR VEHICLE
3. APPLICANT & ANY OPERATOR MUST BE 18 YEARS OF AGE OR OLDER
4. APPLICANT MUST MAINTAIN LIABILITY INSURANCE ON THE GOLF CART

APPLICANT/ OWNER OF RECORD: \_\_\_\_\_

APPLICANT ADDRESS: \_\_\_\_\_

APPLICANT E-MAIL: \_\_\_\_\_

APPLICANT DRIVERS LICENSE # & STATE: \_\_\_\_\_

NAME, ADDRESS & PHONE # OF INSURANCE COMPANY: \_\_\_\_\_

POLICY #: \_\_\_\_\_

EQUIPMENT MAKE, MODEL, DESCRIPTION & SERIAL NUMBER: \_\_\_\_\_

### I CERTIFY GOLF CART IS EQUIPPED WITH THE FOLLOWING REQUIRED EQUIPMENT:

	BRAKES		STEERING APPARATUS
	TIRES		REARVIEW MIRROR
	HEADLIGHTS, WHITE LIGHT		BRAKE LIGHTS
	TAILLIGHTS, RED		TURN SIGNALS, FRONT AND REAR
	HORN		SLOW MOVING VEHICLE EMBLEM <i>ATTACHED TO REAR OF VEHICLE</i>

### INCLUDE THE FOLLOWING WITH THIS APPLICATION:

\_\_\_\_\_ PROOF OF LIABILITY INSURANCE INCLUDED WITH APPLICATION

\_\_\_\_\_ APPLICATION FEE - \$25 PAYABLE TO CITY OF TUSCOLA

\_\_\_\_\_ SIGNED RELEASE OF LIABILITY (APPLICATION PAGE 2)

I have received, read and understand an Ordinance Regulating the Use of Golf Carts Within the City of Tuscola (Ordinance 2009-O-13). I acknowledge and agree that I will assume ALL liability, and am fully responsible for the operation of the above vehicle. I also acknowledge and agree that the City of Tuscola, in authorizing and providing regulations, is in no way endorsing said operation, and does not and will not assume any liability in said operation. I AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF TUSCOLA, for any and all liability arising from said operation.

I further acknowledge and agree that the City's interpretation of said Ordinance is final and that I will obey all regulations in said Ordinance.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
DATE

FOR OFFICE USE ONLY

PERMIT # \_\_\_\_\_ DATE ISSUED \_\_\_\_\_

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**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 Tuscola  
(hereinafter referred to as City.)

I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH I MAY BE EXPOSED BY OPERATING A GOLF CART ON CITY STREETS. 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.

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 GOLF CART 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 GOLF CART ON CITY STREETS. **THE OPERATOR AGREES TO DEFEND AND INDEMNIFY THE CITY OF TUSCOLA AGAINST THE CLAIMS OF ANY PERSON OR PERSONS THAT OPERATES THE GOLF CART OTHER THAN THE OPERATOR/APPLICANT.**

I understand that the City has an Ordinance governing the use of qualified golf carts on City streets and hereby agree to conform with all requirements 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 this Ordinance as well as all of the applicable traffic laws of the State of Illinois at all times when operating this golf cart 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 GOLF CART 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 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 City harmless for any such medical costs or property damage.

I understand that this 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 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.

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

\_\_\_\_\_  
Date