

STATE OF ILLINOIS)
)
COUNTY OF WINNEBAGO)

SS

PAMPHLET PUBLICATION CERTIFICATION FORM

I, Sally Jo Huggins, certify that I am the duly elected and acting Village Clerk of the Village of Winnebago, Winnebago County, Illinois.

I further certify that on OCTOBER 9 , 2023 the Corporate Authorities of the above municipality passed and approved Resolution No. 2023-32 R, entitled, **“RESOLUTION ADOPTING UTILITY TERRAIN VEHICLE (UTV) APPLICATION AND UNCONDITIONAL INDEMNIFICATION AND WAIVER FORMS”**, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of resolution No. 2023-32 R including the resolution and a cover thereof, was prepared and a copy of the resolution was posted in the Village office located at 108 West Main Street, Winnebago, Illinois, commencing on _____, 2023, and continuing for a least (10) days thereafter. Copies of the resolution were also available for public inspection upon request in the office of the Village Clerk located at the above Village office address.

DATED at Winnebago, Illinois, this _____ day of _____, 2023.

(SEAL)

Sally Jo Huggins, Village Clerk

VILLAGE OF WINNEBAGO

RESOLUTION NO. 2023 - _____

RESOLUTION ADOPTING UTILITY TERRAIN VEHICLE (UTV) APPLICATION AND UNCONDITIONAL INDEMNIFICATION AND WAIVER FORMS

ADOPTED BY THE BOARD OF TRUSTEES

VILLAGE OF WINNEBAGO

THIS _____ DAY OF _____, 2023

Published in pamphlet form by authority of the Village Board of Trustees of the Village of Winnebago, Illinois, this _____ day of _____, 2023

RESOLUTION NO. 2023-22R

**RESOLUTION ADOPTING UTILITY TERRAIN VEHICLE (UTV)
APPLICATION AND UNCONDITIONAL INDEMNIFICATION AND WAIVER
FORMS**

WHEREAS, the Village of Winnebago, via a related ordinance, is in the process of adopting an ordinance permitting the operation of Utility Terrain (UTV) vehicles within certain areas of the Village of Winnebago; and

WHEREAS, such usage shall involve the issuance of a permit to the duly authorized registered owner of the UTV; and

WHEREAS, it is, thus, necessary to have an application form to ensure all necessary aspects of issuance of the permit are considered; and

WHEREAS, since the operation of a UTV could pose certain risks to the owner, operator, or others, it is also necessary for an unconditional indemnification, liability release, and covenant not to sue to be signed by all UTV owners and operators as a condition of being allowed the privilege to operate such UTV in the Village of Winnebago so as not to expose the Village to any liability;

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Winnebago, Illinois, as follows:

SECTION I

By passage and approval of this resolution, the Village of Winnebago hereby officially adopts the Village of Winnebago, Illinois Application for Annual Permit (for Utility Terrain Vehicles) a copy of which marked Exhibit "A" is attached hereto, incorporated herein, and made a part hereof, and the Village of Winnebago Unconditional Indemnification, Liability Release, and Covenant Not to Sue for

UTV Owners and Operators, a copy of which marked Exhibit "B" is attached hereto, incorporated herein, and made a part hereof,

SECTION II

The provisions and sections of this resolution shall be deemed severable, and the invalidity of any portion of this resolution shall not affect the validity of the remainder.


SECTION III

All orders, resolutions, or ordinances in conflict herewith are hereby repealed insofar as such conflict exists, and this resolution shall take effect immediately upon its passage, approval, and publication.

SECTION IV


A full, true, and complete copy of this resolution shall be published within (10) days after passage in pamphlet form by and under authority of the Village President.

APPROVED:



Franklin J. Eubank, Jr., President
of the Board of Trustees of the
Village of Winnebago, Illinois

ATTEST:



Sally Jo Huggins,
Village Clerk

PASSED:

10-9-2013

APPROVED:

10-9-2013

PUBLISHED:

(in pamphlet form): _____

**VILLAGE OF WINNEBAGO, ILLINOIS
APPLICATION FOR ANNUAL PERMIT
UTILITY TERRAIN VEHICLES**

Pursuant to Ordinance No. 2023-_____ of the Village of Winnebago, Illinois, certain Utility Terrain Vehicles (UTV) may be approved for use on specified streets, roadways, and alleys of the Village where the posted speed limit is 35 miles per hour or less. UTVs may not be used on any toll road, Interstate highway, controlled access highway or other highway or road under the jurisdiction of the State of Illinois, County of Winnebago, or Winnebago Township unless written permission for the same has been secured by the Village of Winnebago as would be evidenced on the map provided by the Village with its ordinance to show the permitted areas of travel for UTVs. Utility Terrain Vehicles means:

A commercially designed and manufactured motorized off-highway device designed primarily for off-highway travel, 64 inches or less in width, having a manufacturer's dry weight of 2,000 pounds or less for gas-powered engines or 3,000 pounds or less for electric-powered engines, traveling on 4 or more non-highway tires, a steering wheel for steering control, and designed with non-straddle seating that conform to applicable federal regulations (see Title 49 C.F.R. part 571.500). UTV shall not include equipment such as lawnmowers.

Applicants shall be required to comply in all respects with Ordinance ***** of the Village of Winnebago and the Illinois Motor Vehicle Code, including the obligation to purchase an annual permit from the Village. Violations may result in suspension or revocation of the permit and significant fines and other penalties.

Name of Applicant _____ Age: _____
**Copy of the Applicant's valid driver's license must be attached hereto. *Must be at least 21 years old.*

Address of Applicant: _____

Phone Number: _____ Email: _____

Name of Insurance Carrier _____ Policy #: _____
**Copy of Certificate of Insurance/Declaration of Coverage for UTV must be attached hereto.*

Make, Model and Description of UTV: _____

Serial Number of UTV: _____

A Copy of Ordinance No. 2023-_____ was provided to Applicant on: _____

BY HIS OR HER SIGNATURE BELOW, THE APPLICANT CERTIFIES AND AGREES AS FOLLOWS:

- 1. THE UTV APPLIED FOR COMPLIES WITH AND SATISFIES THE REQUIREMENTS OF ORDINANCE ***** OF THE VILLAGE OF WINNEBAGO, A COPY OF WHICH HAS BEEN PROVIDED TO THE APPLICANT, AS WELL AS ANY AND ALL APPLICABLE STATE AND FEDERAL LAWS AND REGULATIONS.**
- 2. THE APPLICANT ACKNOWLEDGES AND AGREES AT ALL TIMES TO COMPLY WITH THE REQUIREMENTS OF ORDINANCE ***** OF THE VILLAGE OF WINNEBAGO AS WELL AS ANY AND ALL APPLICABLE STATE AND FEDERAL LAWS AND REGULATIONS.**
- 3. THE APPLICANT, ACKNOWLEDGES THAT THIS APPLICATION IS NOT COMPLETE WITHOUT A SIGNED IDEMNIFICATION AGREEMENT.**

Signature of Applicant

Date

Permit # _____ (FOR USE BY VILLAGE ONLY)

Approved by: _____ Date: _____

Plate #: _____ Valid from _____ to _____

VILLAGE OF WINNEBAGO
UNCONDITIONAL INDEMNIFICATION,
LIABILITY RELEASE, AND COVENANT NOT TO SUE
FOR
UTV OWNERS AND OPERATORS

PLEASE READ CAREFULLY BEFORE SIGNING AS THIS IS A LEGALLY BINDING DOCUMENT.

In consideration of the granting of my application as on Owner/Operation for a Utility Terrain Vehicle (UTV) operating permit with the Village of Winnebago, IL, (hereinafter sometimes referred to as "Village") I hereby, by my signature hereunder, agree to the following:

1. I fully recognize that there are dangers and risks to which I may be exposed by operating a Utility Terrain Vehicle (UTV) on allowed Village Streets. The following is a description and/or examples of significant dangers and risks associated with the activity: injury to myself or others, damage to my property or the property of others, death of myself or others.
2. In no event shall the Village 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 owner/operator's use of the UTV on allowed Village streets.
3. The Owner/Operator, as of the date below shall hereinafter, 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 being limited to, injury, damage, loss, including death, resulting from, arising out of, or occurring in connection with my use of a Utility Terrain Vehicle (UTV) on allowed Village streets.
4. I understand that the Village of Winnebago has an ordinance governing the use of qualified UTVs on allowed Village streets entitled "UTV Operation and Safety Ordinance", and I hereby agree to conform to, and abide by, all requirements of the Village ordinance at all times. I have received a copy of said ordinance, and have had the opportunity to read said ordinance, and I shall comply with said ordinances and the rules and regulations as cited therein, as well as all of the applicable traffic laws of the State of Illinois at all times when operating the UTV on allowed streets within the Village of Winnebago.
5. I agree to assume and take on myself all of the risks and responsibilities in any way associated with the activity of operation of a UTV in the Village of Winnebago. Accordingly, I hereby freely and voluntarily, for myself individually, and for my heirs, Executors, Administrators, agents, successors, and assigns, **HEREBY RELEASE, WAIVE ANY RIGHT TO CAUSE OF ACTION, AND FOREVER DISCHARGE** the Village of Winnebago, as well as the Village employees, agents, board members, elected or appointed officials, attorneys, engineers, representatives, and assigns, individually, and in their representative capacities, if any, from any and all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or in equity, in respect of death, injury, loss, or damage to my person or property, or the person or property of owners, affected by operation of such UTV in the Village, howsoever caused, contributed to, or occasioned by the negligence of any of the aforesaid referenced individuals and/or entities, whether foreseeable or unforeseeable.
6. I further hereby undertake to hold harmless and agree to indemnify all of the aforesaid individuals and/or entities from and against any and all claims, demands, rights, and judgments, costs, actions, causes of action, rights and expenses, or any other liability incurred by any or all of them arising as a result of, or

Exhibit "B"

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in any way connected with, operation of the ATV owned and/or operated by the undersigned in the Village.

7. I assure the Village that there are no health-related reasons or problems which preclude or restrict my participation in this activity. I further assure 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 the named activity.
8. I have read this entire document, I fully understand the terms and conditions contained herein, I am of sound mind and memory, am freely and voluntarily signing this documents, and I agree to be bound by the terms of this document.
9. There have not been any oral statements made to me by any of those referenced above included in this release that would alter the terms of this release. I further understand and agree that if any oral representation should be made to me by any affected party in the future as to my not being bound by any terms of this document, such oral representation shall be of no force or effect, as this written document is controlling.

Operator/Operator Signature

(Printed Name of Owner/Operator)

Dated: _____

WITNESS:

Signature of Witness

(Printed name of Witness)

Dated: _____

PREPARED BY:

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