

City of Fulton

APPLICATION FOR NON-HIGHWAY VEHICLE PERMIT

415 11th Avenue, Fulton, Illinois 61252

<input type="checkbox"/>	UTV
<input type="checkbox"/>	GOLF CART

Date _____

Name/Owner _____

Last

First

Middle

Address _____

Home Phone _____ Cell Phone _____

Email Address _____

Emergency Contact _____

Last

First

Middle

Address _____

Home Phone _____ Cell Phone _____

Email Address _____

Insurance Carrier _____ Policy # _____ (must include photocopy)

Make _____ Model _____

Serial /VIN _____

Description (colors, wheels, special markings, Etc.) _____

General Information-

-The fee for a City of Fulton UTV/Golf Cart permit for a period of one full year is \$50.00 May 1st-June 30th. It will be pro-rated for half a year or less. ***Insurance coverage shall be verified by the police department when issuing or renewing a permit.***

-Children age 3 must be in a Car seat or carrier and device secured with seat belt.

-Children age 3-18 must wear a seat belt while riding.

-NOT ALLOWED ON BIKE OR PEDESTRIAN PATHS.

- Allowed on 14th Ave between 14th St and 17th St.

-Not Allowed on North or South Bridge.

-Not Allowed on Hwy 136 (14th Avenue), Hwy 30, or IL Rt 84.

- Not allowed on 4th Street south of its intersection with 24th Avenue.

_Not allowed the entire length of 31st Avenue

-Operators and Passengers shall not use in an unsafe manner.

-Shall not be operated between the hours of 11:00 pm and Sunrise.

*****PENALTY-** City ordinance violation not less than \$100.00 nor More than \$750.00, Second or subsequent offense shall result in a revocation of permit for not less than three (3) years.

-See City of Fulton Ordinance for full details and requirements.

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By my signature below, I certify that:

1. I will obey all traffic laws of the State of Illinois.
2. I am 16 years of age and have a valid driver's license.
3. I understand that the Vehicle can only be operated on City streets, except where prohibited.
4. I understand that I must maintain applicable liability insurance coverage specifically for the Vehicle to be operated pursuant to the permit.
5. I understand that I am not to operate the Vehicle in excess of the posted speed limit, and regardless, may not exceed twenty-five (25) miles per hour.
6. I understand that a person operating or who is in actual physical control of the Vehicle on a roadway while under the influence is subject to Section 11-500 through 11-502 of the Illinois Compiled Statute (625 ILCS 5/11-500 through 11-502).
7. I understand that the Vehicle shall not be operated on sidewalks or in City parks.
8. I understand that the Vehicle may not be operated on Illinois Route 84 and Route 136, except to cross at Designated Crossing Points.
9. I understand that each Vehicle may transport only as many individuals as the number of seats or as its manufacturer designates whichever is the least. No individuals may ride on any other portion of the Vehicle.
10. I agree to sign a written Release and Waiver Agreement before a permit is issued which will release the City and indemnify and hold the City harmless from any and all claims resulting from the operation of the Vehicle on City streets

Signature _____ Date _____

Required Item Examples

City of Fulton APPLICATION FOR NON-HIGHWAY VEHICLE PERMIT

415 11th Avenue, Fulton, Illinois 61252



-----Brake Lights

-----Front Turn Signals



-----Rear Turn Signals



-----Headlights



-----Tail Lights



-----Steering Wheel



-----Rearview Mirror



-----Slow Moving Vehicle Emblem



-----Red Reflectorized Devices On Each Rear Side



-----Red Reflectorized Device Center Rear



-----Seat Belts

**WAIVER, RELEASE OF
ALL CLAIMS AND HOLD
HARMLESS AGREEMENT
FOR THE CITY OF FULTON, AN ILLINOIS MUNICIPALITY**

Please read this form carefully and be aware that by signing this Waiver, Release of All Claims and Hold Harmless Agreement, and participating in the described activities and obtaining a permit under an ordinance entitled "Non-Highway Vehicle Operation on City Street" ("Ordinance"), you will be waiving and releasing all claims for injuries, damages, arising out of any and all activities of any kind or nature whatsoever that you might sustain. The terms "I", "me", and "my" refers to the participant as defined herein. As consideration for being issued a permit under the Ordinance, the participant agrees to all statements and representations set forth in this agreement.

1. As a participant, I recognize and acknowledge that there are certain risks of property damage and physical injury, and I agree to assume the full risk of any injuries, including death, damages, or loss which I may sustain as a result of participating, in any manner, in any and all activities whatsoever connected with, associated with or arising out of any activities relating to the issuance of a permit under the Ordinance, which includes but is not limited to owning, operating, riding in, or otherwise associated in any way with operation of a non-highway vehicle as defined in the Ordinance, herein referred to collectively as "participants" or an "activity". I further recognize and acknowledge that the activities are hazardous activities and involve substantial risks of injury.

2. I agree to waive and relinquish any and all claims I may have as a result of participating in the activities against the City of Fulton, an Illinois municipality, and its officers, attorneys, mayor, aldermen, agents, contractors, representatives, servants and employees, and any and all other persons and entities, of whatever nature, that might be directly or indirectly liable for any injuries that I might sustain while participating. (The parties described in the preceding sentence are referred to as "released parties" in the remainder of this Agreement.)

3. I do hereby fully release and discharge the City of Fulton and the other released parties from any and all claims for injuries, including death, damage or loss which I may have or which may accrue to me on account of my participation in any activity related to the Ordinance.

4. I further agree to indemnify, hold harmless and defend the City of Fulton and any and all other released parties, from any and all claims resulting from injuries, including death, damages and losses sustained by anyone, and arising out of, connected with, or in any way associated with my conduct and any activities related to the Ordinance.

5. I further understand and agree that the terms such as "participation", "participating" and "activities" referred to in this agreement, include all actions and physical movements of any nature relating or involved with a non-highway vehicle as defined in the Ordinance with a permit to operate such a vehicle on the property of the City of Fulton, or involved with the City or released parties.

6. I hereby assume full responsibility for the risk of bodily injury, death or property damage due to the negligence of any of the released parties or otherwise while in or upon City property and while participating.

7. I expressly agree that this Waiver, Release and Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have carefully read this Agreement and I fully understand the nature of this Agreement and have read and fully understood this Waiver, Release and Hold Harmless Agreement and know the contents thereof and sign this Agreement as my own free act.

In Witness Whereof, I have executed this Release in the State of Illinois on the _____ day of _____, 20_____.

PARTICIPANT:

Printed Name

Signature