

**HANOVER TOWNSHIP TRANSPORTATION SERVICES**  
**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION**  
**OF RISK, AND INDEMNITY AGREEMENT**

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT  
THAT AFFECTS YOUR LEGAL RIGHTS!**

This Hanover Township Transportation Services Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the “Rider”), and Hanover Township, its Board of Trustees, elected officials, directors, officers, employees, volunteers, and agents (collectively, the “Township”).

The Rider understands that the Township offers certain transportation services in various forms (including but not limited to: Dial-A-Bus, Hanover Township Riders Initiative Program, and Volunteers Express) (“the Services”), whereby the Township provides motor vehicle transportation to certain qualifying citizens of the Township. **Please read this form carefully and be aware that in consideration for the Services, the Rider will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages, and/or losses which the Rider might sustain as a result of said Services, including but not limited to, vehicle operations and boarding and exiting the vehicle.** The Rider recognizes and acknowledges that Township is neither a common carrier nor in the business of providing transportation services to the public. The Rider further recognizes and acknowledges that there are certain risks of physical injury to the Rider, and Rider voluntarily agrees to assume the full risk of any injuries, damages, and/or losses, regardless of severity, that the Rider may sustain as a result of participating in any and all activities connected with or associated with receiving services via the Services. The Rider desires to participate in the Services and to allow the Township to transport the Rider as a participant of the Services. The Rider hereby freely, voluntarily, and without duress executes this Agreement under the following terms:

1. **Release and Waiver.** In consideration for participation in the Services, the Rider does hereby release, waive, and discharge the Township from any and all liability, claims, demands, actions, and causes of action whatsoever, which arise or may hereafter arise from or during the Rider’s participation in the Services.

The Rider understands that this Agreement discharges the Township and the Township’s respective elected officials, Board of Trustees, officials, agents, volunteers, and employees from any liability or claim that the Rider may have against the Township and the Township’s Board of Trustees, elected officials, directors, officers, employees, volunteers, and agents with respect to any bodily injury, personal injury, illness, death, personal property damage, and/or real property damage that may result from, or that occurs during, the Rider’s participation in the Services, whether caused by the actions or negligence of the Township, or otherwise.

The Rider waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, cause and/or effect is to provide that a general release shall not extend to claims that the Rider does not know and/or suspect to exist at the time of execution of this Agreement. Accordingly, the Rider is releasing unknown future claims against the Township.

2. **Assumption of Risks.** The Rider understands that the Services involves the Township's operation of motor vehicles and that said operation, as well as, the Rider's participation in the Services, may be hazardous to the Rider and/or the Rider's personal or real property. The potential hazards which the Rider subjects himself/herself, both as a pedestrian prior to entrance of the Services' motor vehicle and after exiting the Services' motor vehicle and as a Rider in the Services, **include but is not limited to** the following: negligence, negligent supervision, negligent entrustment, negligent hiring, negligent retention, negligent driving, negligent use of motor vehicle lift or any other vehicle appurtenances, negligent care of the motor vehicle lift or any other vehicle appurtenances, negligent maintenance, any and all other claims of negligence whether gross negligence or simple negligence, assault from another Rider, assault from another driver, battery from another Rider, battery from another driver, trespass to chattel from another Rider, trespass to chattel from another driver, trespass to property from another Rider, trespass to property from another driver, conversion of personal property from another Rider, conversion of personal property from another driver, any perceived intentional tort resulting from using the Services' motor vehicle lift any other vehicle appurtenances, whether from Township, another Rider, or another driver, and any and all other intentional tort claims which might arise from the Services, another Rider, or another driver, collisions with other vehicles, contact with another Rider as a result of a collision with another vehicle, collisions with other personal and/or real property, improperly functioning lift, flat tires, broken windshield, improperly functioning airbag, improperly functioning seatbelt, any and all product liability claims which might occur as a Rider in the Services, any and all product liability claims which might result from the actions of another Rider or driver as a Rider in the Services, inclement weather, wet roads, icy roads, extreme cold, extreme heat, potholes, sinkholes, debris on roads, debris hitting vehicle, injuries that result from inclines, injuries that result from declines, improper road signage, missing road signage, improperly functioning traffic signals, missing traffic signals, acts of God, acts of war, and any and all other criminal or tortuous conduct which might result to Rider as a Rider in the Services.

Additionally, the Rider understands that the Township's operation of motor vehicles presents hazards to the Rider's personal and/or real property, **including but not limited to**, damage to the Rider's personal and/or real property resulting from contact with a motor vehicle operated by the Township and damage to Rider's personal and/or real property as a result of the movement of the motor vehicle. The Rider also understands that the Township's operation of motor vehicles presents hazards to the Rider, **including but not limited to**, bodily injury, personal injury, illness, or death sustained while the Rider enters the Township's motor vehicles, including any use of motor vehicle lift any other vehicle appurtenances, while the Rider exits the Township's

motor vehicles, including any use of motor vehicle lift, while the Rider is a passenger in the Township's motor vehicles, while the Rider is a pedestrian nearby the motor vehicles, and/or which otherwise results from the Township's operation of motor vehicles. The Rider also understands that the Services presents hazards to the Rider, **including but not limited to, bodily injury, personal injury, illness, or death sustained while or when the Rider is being escorted by Township personnel from motor vehicles to other premises and/or from other premises to motor vehicles.** The Rider understands that the Services does not involve the Township's supervision of the Rider and/or the Rider's medical condition and does not involve the administration of medical care to the Rider.

The Rider is fully aware of the risks and hazards connected with participating in the Services, and is fully aware that there may be risks and hazards unknown to the Rider connected with participating in the Services, **including but not limited to, risks involved in riding in the motor vehicles, risks involved in entering and exiting the motor vehicle, including use of the motor vehicle lift any other vehicle appurtenances, the negligent and/or willful and wanton acts of others, the criminal and/or intentional acts of others, the omission of an act of another, a defect or condition of the vehicles used for transport, the unavailability of emergency care and/or natural disasters,** and the Rider hereby elects to voluntarily participate in the Services knowing that the Rider's participation in the Services may be hazardous and/or may become hazardous and/or dangerous to the Rider and/or the Rider's personal or real property. The Rider voluntarily assumes full responsibility for any risks of loss, property damage, both persona and/or real, or personal injury, including death, that may be sustained by the Rider, or any loss or damages to property owned by the Rider, as a result of being a participant in the Services, whether caused by the negligence of the Township, or otherwise.

The Rider understands that the Rider should maintain and carry accident medical coverage in the event that the Rider is injured or taken ill at any point during the Rider's participation with the Services. If the Rider does not maintain and carry such medical insurance, then any and all costs or bills whatsoever associated with injury or illness contracted during the Rider's participation with the Services will be paid for by the Rider and not by the Township or the Township's respective officials, agents, volunteers, and employees.

3. **Indemnification and Hold Harmless.** The Rider further hereby agrees to defend, indemnify, and save and hold harmless the Township from any and all claims, causes of action, losses, liabilities, injuries, damages, and/or costs the Township may incur due to the Rider's participation in the Services, whether caused by the negligence of the Township, or otherwise.

4. **No Violation of Laws and Regulations.** The Rider agrees and covenants to (a) abide by all local, state, and national laws and regulations regarding both pedestrians and passengers of motor vehicles; and (b) maintain proper safety procedures regarding both pedestrians and passengers of motor vehicles.

5. **Rider's Due Diligence Prior to Participation.** The Rider agrees, covenants, and represents to Township that to, prior to consenting to this Agreement and prior to participating in the Services: (a) become familiar with the level of physical or mental stress and hazards involved with participating in the Services; (b) confirm with a medical professional that the Rider is physically and mentally capable of participating in the Services and being transported through the Services; and (c) warrants to Township that Rider is of sound mind and physical capacity as provided by a medical professional as to safely participate in the Services so not place undue risk and liability to the Riders, other Riders, and/or the Township.

6. **Transportation Attendant.** In the sole discretion of the Township, if the Township believes that Rider cannot use the Services safely and in conjunction with the purposes for the Services, Township may require Rider to have an Attendant to maintain the well-being of the Rider. Township shall have no control over Attendant, as the Attendant is not an agent, employee, or independent contractor of Township, and Township shall not assume any liability from the actions of Attendant regardless of whether Attendant holds himself/herself out to be an employee of Township. Costs of maintaining Attendant will be the sole responsibility of Rider.

7. **Application.** It is the Rider's express intent that this Agreement shall bind the members of the Rider's family and spouse, if the Rider is alive, and the Rider's heirs, assigns and personal representative, if the Rider is deceased, and shall be deemed as a Release, Waiver of Liability, Discharge, and Covenant Not to Sue the Township.

The Rider understands and agrees that this Agreement shall remain valid, in force, and in effect for the duration of time that the Rider uses the services provided by the Township pursuant to the Services, except that the Rider may terminate the Rider's consent to this Agreement at any time by, and only by, providing written notice to the Township at the following address:

Hanover Township  
Attn: Township Administrator  
250 South Illinois Route 59  
Bartlett, IL 60103

8. **Other.** The Rider expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the State of Illinois, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. The Rider agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause and/or provisions shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable.

**THE RIDER HAS READ AND UNDERSTANDS THIS AGREEMENT, AND REALIZES THAT THIS AGREEMENT RELATES TO SURRENDERING AND**

**RELEASING VALUABLE LEGAL RIGHTS AND DOES SO FREELY AND VOLUNTARILY. MOREOVER, THE RIDER UNDERSTANDS THAT HIS OR HER PARTICIPATION IN THE SERVICES IS VOLUNTARY.**

IN WITNESS THEREOF, the Rider has executed this Agreement as of the day and year first written above.

Rider Signature: \_\_\_\_\_

Rider Name Printed: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name Printed: \_\_\_\_\_