



**Sahara Woods OHV Park
Operator/Passenger Permit Registration**

Date: _____

Last Name: _____ First Name: _____ M.I.: _____

Date of Birth: _____ Please X if under 16 years of age

Driver's License Number*: _____ D.L. Issue State: _____

Phone Number: _____ (___ cell ___ home)

Street Address: _____ Apt/Unit: _____

City: _____ State: _____ Zip: _____

Email Address: _____

_____ **Yes, I would like to receive notifications of park closures or updated trail conditions**

ATV/OHV Information

ATV/OHV Make: _____ Model: _____ Color(s): _____ Year: _____

**ON SITE Emergency Contact Information
MUST BE COMPLETED**

Last Name: _____ First Name: _____

Relationship to Operator/Passenger: _____ Phone Number: _____

**OFF SITE Emergency Contact Information
MUST BE COMPLETED**

Last Name: _____ First Name: _____

Relationship to Operator/Passenger: _____ Phone Number: _____

I will be visiting the Sahara Woods OHV Park and require a wristband for (please check/complete only one):

_____ 1st day, _____ 2nd day, _____ 3rd day, (Consecutive Date(s) of Visit)

_____ 4 days _____ to _____

Arrival Date

Departure Date

*Any individual aged 16 or older, must have a Driver's License Number to operate an ATV/OHV; any individual who is a minor, 17 years old or younger, must have waiver signed by a parent or legal guardian prior to the issuance of a permit

17IAC(a)135.70(d) All permit fees are nonrefundable, including, but not limited to, site closure due to weather or dangerous conditions.

WAIVER and RELEASE OF LIABILITY
ASSUMPTION OF RISK and INDEMNITY AGREEMENT

ALL RIDERS MUST READ AND SIGN THIS FORM PRIOR TO USE OF THE PARK

To access and use the Illinois Department of Natural Resources (IDNR) Sahara Woods OHV Park and its trails (Park), each ATV/OHV **operator and passenger** (Rider(s)) must agree that such access is intended to be subject to and governed by the following terms of this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (Agreement):

1. Risk of Injury / Release of Liability: Rider understands and agrees that operating or riding on an ATV/OHV can be dangerous and involves numerous risks of personal injury or property damage associated with it, including the possibility of permanent disability or death. **Rider voluntarily assumes personal responsibility for any and all injury, liability, death, or loss or damage from any all such risks, known and unknown, in any way connected with access to or use of the Park, and releases the State of Illinois, IDNR, its officers, employees and agents, for liability from, and expressly waives, all claims and causes of action for any such injury or loss, including attorneys' fees, and covenants not to sue for any such injury or loss whether or not caused in whole or in part by the negligence of the IDNR.**

2. No Duty of Care: Rider is advised that pursuant to law, the State of Illinois and IDNR is **not responsible** for any injuries to Rider and owes no duty of care to keep the Park safe for entry or use by Rider or others for use by an ATV/OHV, or to give warning of any condition, use, structure, or activity on such premises. Any consideration received by the State of Illinois and IDNR for access or use of the Park is not considered valuable consideration such as to create any such duty of care or to give warning. 625 ILCS 5/11-1427(g).

3. Compliance with Law and Rules: Rider agrees that they will abide by all federal, state, and local laws and regulations, and all Rules and Regulations of the Park as posted.

4. Representations: Rider represents that they are in good health and suffers no impairment that will or could prevent Rider from safely operating or riding on an ATV/OHV. Rider represents that they have full knowledge and ability to operate their respective ATV/OHV and assumes all liability and risk associated with the maintenance and condition of the ATV/OHV. Any harm that occurs from mechanical or unit failure to the Rider or other individuals in the proximity of the Rider is the Rider's responsibility.

5. Indemnification: Rider agrees to indemnify, defend and hold harmless the State of Illinois, IDNR, its officers, employees and agents from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including the costs, expenses and reasonable attorneys' fees required to defend the State of Illinois and/or IDNR related to or arising from any and all claims for personal injury or death, property damage, and any negligent, intentional or wrongful act or omission in any way connected with Rider accessing or using the Park. Rider's waiver, release and indemnification obligation shall survive the termination of this Agreement.

6. General Provisions: Rider understands and agrees that this Agreement is binding on their personal representatives, heirs, beneficiaries, and assigns, that if any portion of this Agreement is deemed invalid the remaining portions shall continue in full legal force and effect, that this Agreement shall be governed under the law of the State of Illinois, and that this Agreement may not be amended or edited in any way.

By signing this form Rider agrees to all terms and conditions of this Agreement:

Printed Name of Rider

Date

Signature of Rider (Parent or guardian if a Rider is a Minor)