



MOBILE FOOD TRUCK WAIVER OF LIABILITY

This is a legally-binding unconditional and full General Release of Liability, Waiver, and Discharge made by me, _____ (hereinafter referred to as the Operator) to the Village of Rantoul (hereinafter referred to as the Village).

In consideration of being issued a Food Truck Permit by the Village, the Operator hereby agrees to release, relinquish, and waive any and all claims that they may have, or may acquire, against the Village arising out of or pertaining in any way to this permit or operation of my business in conjunction therewith.

Further, the Operator accepts all risk related to its sales and this Agreement, and they agree to indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and the like relative to any claim for loss, damage, or personal injury relating to, or arising from, the Operator's activities as provided herein. The Operator does hereby fully release and discharge the Village and the Village's elected and appointed officials, employees, agents, and the like from any and all claims from injuries, including death, damage, or loss, which may arise to said Food Truck Permit, or operation of the business in connection therewith.

The Operator understands that this Agreement is intended to, and shall bar and prohibit any and all causes of action, claims, demand, or litigation that they, or any other party, might assert against the Village relating to the permit, and does so knowingly and willingly. The Operator believes that this agreement is a reasonable term and condition, and voluntarily agrees to it.

The Operator agrees to provide liability insurance meeting the minimum amount required from insurance companies authorized to do business in the state of Illinois. The Operator further agrees that the insurance required shall be maintained in full force and effect during the term of the Permit Agreement. The Operator agrees to provide certificates reflecting the specified coverage prior to the temporary use of right-of-way, and that a certificate showing continued maintenance of such insurance shall be on file with the Village.

The Operator understands that the Village has an Ordinance governing the use of qualified Mobile Food Trucks on Village streets, and hereby agrees to conform with all requirements of the Village Ordinance at all times. The Operator has had the opportunity to read said Ordinance, and the Applicant signature below acknowledges that they will comply with the Ordinance, as well as all of the applicable traffic laws of the State of Illinois, at all times when operating this Mobile Food Truck on Village streets.

I have read this Agreement carefully, understand all of the terms and conditions of this Agreement, I am satisfied with all the terms and conditions, and sign this voluntarily and without any reservations.

Applicant's Signature

Date