

**Apple Canyon Lake
Motorized Recreational Vehicle Waiver**

Operator _____ Driver's License # _____

Address _____ Telephone # _____

_____ Lot/Subdivision _____

Please check one: Property Owner Guest If Guest, lot owner's name _____

As a condition to using a motorized recreational vehicle on the trail system at Apple Canyon Lake, the undersigned, knowingly and voluntarily assumes any and all risks inherent in such activity.

I, the undersigned, know the inherent risks involved in operating a motorized recreational vehicle on the Association trails, and in consideration for the privilege of using the Apple Canyon Lake trail system, agree to indemnify and hold harmless Apple Canyon Lake Property Owners' Association, Inc., a Not-For-Profit Corporation (hereinafter known as the "Association,") and agree to indemnify and hold harmless the Association, its officers, employees, servants, or agents from and against any and all losses, accidents, damages or claims of any kind whatsoever, including injury or death, or property damage suffered by any person, firm, or corporation on account of any act, omission, or arising out of, caused by, or in any way connected with, in whole or in part, the use of the trails at Apple Canyon Lake.

(initials)

I further agree that I waive, release and will indemnify the Association, its owners, officers, directors, employees, and agents against all claims, demands, and causes of action including court costs, reasonable attorney's fees, directly or indirectly, arising from any action or other proceeding brought by, or prosecuted for, my benefit contrary to this indemnity and hold harmless agreement.

(initials)

My signature shall release the Association, its officers, directors, employees, and agents from any liability which I may incur while on the Association trail system or for any injury which I may sustain from being on the trails.

(initials)

I understand that my guests must also sign a Motorized Recreational Vehicle Waiver (available from the Association office) before using the Association trail system.

(initials)

It is expressly understood that this indemnity and waiver of liability agreement is intended to and does release the Association

(initials)

I have read and understand the terms of this hold harmless indemnity and release agreement and willingly and voluntarily agree to the terms thereof.

(initials)

Dated this _____ day of _____, _____

Property Owner signature

Guest signature

Guest of (Property Owner's name & lot number)

Operator must complete Rules and Regulations acknowledgment on reverse.

The trail system was built so ACL Property Owners and their guests can enjoy the natural beauty of the property. It is the intent of the Apple Canyon Lake Property Owners Association Board of Directors to supplement the statutes of the State of Illinois in respect to the operation of all motorized recreational vehicles upon Association property. These Rules and Regulations are not intended to allow what the state statutes prohibit.

Registration

- All motorized recreational vehicles that are to be on ACL trails must be registered annually and display a current ACL sticker on the center front of vehicle (front roll bar, window shield or front of hood panel so that the sticker may be clearly seen from another approaching vehicle or trail walker) and ID numbers as issued by the ACL Association Office. The ID number will be displayed on both the front and rear of the vehicle. The ID numbers may be placed directly on the front center hood or on a front license plate and will also be displayed on a rear license plate. Guest vehicles are not permitted.
- The registered owner will be responsible for the safe operation of the motorized recreational vehicle and be responsible for the activities of their guests.
- The vehicle operator, operating a motorized recreational vehicle, recognizes and agrees that he/she is using the trails at their own risk, and absolves ACL of any injury sustained while using the trails, regardless of the source or cause of the injury. Each operator must sign a waiver to this effect each year when their vehicle is registered. If under 18 years of age, their parents/guardian must co-sign.

Operation Limitations

- No person shall operate any vehicle in a careless or heedless manner or at a rate of speed greater than will permit in the exercise of reasonable care to bring the vehicle to a stop within the assured clear distance ahead.
- No person shall operate any vehicle in such a manner as to endanger the life, limb or property of any person. No racing permitted.
- No person shall operate a vehicle at a rate of speed too fast for conditions or as may be posted.
- All vehicles must stop at streets and roads, etc., and yield right of way to pedestrians, vehicles, or pedal bikes.
- Motorized recreational vehicles may make direct crossings over designated roadway crossings providing that the crossing is made as close as possible to a 90-degree angle to the roadway and only after coming to a complete stop and yielding to vehicles and pedestrians on the roadway.
- Motorized recreational vehicles are permitted on trails between the hours of 6:00 a.m. and 10:00 p.m. or one hour after the conclusion of an ACL sanctioned event. Use of headlights and taillights is required after sunset.
- No riding or operation on closed trails or in nonauthorized ACL areas.

Guest Use

- Any person, property owner or guest, operating a motorized recreational vehicle must complete a waiver and return it to the ACL Office prior to using a registered vehicle on the trail system. Waivers are available at the ACL Office and on the website.

Lawful Operation

- Operation of a motorized recreational vehicle on Association property including the trail system shall be limited to individuals:
 - Possessing a valid driver's license or permit of state of origin.
 - Attainment of 16 years of age.

Equipment

- ATV operators and riders are required to wear Department of Transportation approved safety helmets and eye protection.

I have read and understand the above excerpt from the ACL Rules and Regulations.

Signature

_____, _____
Date