

### **Voluntary Waiver, Consent, Release, and Hold Harmless Agreement**

For and in consideration of being allowed to operate, ride in and/or utilize any vehicle owned by Prairie Crossing Homeowners Association, Inc. (the "Association"), including but not limited to that certain Ford F-150 Red Pickup Truck owned by the Association, the undersigned agrees to assume all risks associated with same and forever waives, releases, and discharges any and all claims against the Association, its Board of Directors, and Management Company, collectively and individually, and its/their officers, agents, employees, successors, members, affiliates, heirs and legatees, for damages or personal injury, death, or property damage which the undersigned, or the undersigned's heirs or legatees, may have or which may hereafter accrue as a result thereof.

The undersigned is aware of and voluntarily assumes the dangers and risks of serious injury, damage, or death that exist in the undersigned's use of any vehicle owned by the Association, including but not limited to that certain Ford F-150 Red Pickup Truck owned by the Association, which may be caused by loss of vehicle control, collisions, mechanical failures, trail conditions, the undersigned's own negligent acts, and the negligent acts of others.

The undersigned agrees that in the event of any accident involving said vehicle he/she will, within twelve (12) hours following such accident, furnish the Association with a full and complete report thereof, and will report such accident to the Illinois Department of Transportation, local Police Department and/or Illinois State Police within the time and in the manner required by law, or in the event of loss or destruction of said vehicle or inability to return the vehicle to the Association for any reason whatsoever, the undersigned agrees to pay the Association the market value of the vehicle.

If the undersigned is operating a vehicle owned by the Association, the undersigned represents and warrants that he/she holds a current and unexpired driver's license and maintains bodily injury and property damage liability insurance.

The undersigned further agrees to indemnify and to hold the Association, its Board of Directors, and Management Company, collectively and individually, and its/their officers, agents, employees, successors, members, affiliates, heirs and legatees free and harmless from any claim, demand, loss, liability, damage, cost, or expense, of any nature, including attorney's fees which they may incur as a result of any injury that the undersigned may sustain while operating, riding in and/or utilizing any vehicle owned by the Association, including but not limited to that certain Ford F-150 Red Pickup Truck owned by the Association

BY SIGNING THIS AGREEMENT, THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS AND AGREES TO BE BOUND BY SAME. THE UNDERSIGNED ALSO AGREES THAT THIS AGREEMENT SHALL BE GOVERNED BY ILLINOIS LAW.

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

Date: \_\_\_\_\_

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