



MONROE COUNTY ROADWAY USE PERMIT

ORGANIZATION NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL: _____

ROAD/ROADS REQUESTED FOR USE: _____

NAME & DATE OF ACTIVITY: _____

STARTING TIME _____ ENDING TIME _____

ESTIMATED NUMBER OF PARTICIPANTS: BIKE _____ RUN/WALK _____

WITNESS THE HAND OF THE SHERIFF OF MONROE COUNTY THIS _____ DAY OF _____, 20_____.

MONROE COUNTY SHERIFF

WITNESS THE HAND OF THE MONROE COUNTY ENGINEER THIS _____ DAY OF _____, 20_____.

MONROE COUNTY ENGINEER

WITNESS THE HAND OF THE MONROE COUNTY ROAD DISTRICT COMMISSIONER(S) THIS _____ DAY OF _____, 20_____.

ROAD DISTRICT COMMISSIONER

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ROAD DISTRICT COMMISSIONER

ROAD DISTRICT COMMISSIONER

ROAD DISTRICT COMMISSIONER

* IF ACTIVITY INVOLVES ANY INCORPORATED MUNICIPALITY ROADS THE PROPER PERMIT MUST BE OBTAINED FROM THOSE MUNICIPALITIES INVOLVED.

* THE ORGANIZATION WILL BE RESPONSIBLE FOR ADHERING TO THE ROAD USE REGULATIONS AS FOUND IN THE MONROE COUNTY CODE OF ORDINANCES, ARTICLE 24-8-10.

* THE ORGANIZATION ALSO AGREES TO ABIDE BY ALL THE RULES AND REGULATIONS FOR USE OF THE MONROE COUNTY ROADS AS FOUND ON THE REVERSE SIDE OF THIS PERMIT.

RULES AND REGULATIONS FOR USE OF MONROE COUNTY ROADS

THE APPLICANT AGREES:

1. TO INDEMNIFY AND SAVE HARMLESS THE SAID COUNTY, ITS AGENTS, SERVANTS, TO EMPLOYEES FROM ANY AND ALL LIABILITY AND EXPENSES TO ANY PERSON, PERSONS, ORGANIZATIONS, OR CORPORATIONS AND TO PROTECT AND DEFEND FOR SAID COUNTY ET. AL. AGAINST ANY AND ALL CLAIMS OR LAWSUITS FOR OR BY REASON OF ANY CONDITION, WHETHER DEFECTIVE OR OTHERWISE, OR OF ANY ACT OR OMISSION OF SAID APPLICANT OR OF ANY OF ITS AGENTS, SERVANTS, OR EMPLOYEES, OR OF ANY MATERIALS, APPARATUS, EQUIPMENT, OR FIXTURES FURNISHED BY SAID APPLICANT IN CONNECTION WITH THE SAID EVENT TO BE GIVEN.
2. TO PROVIDE AND MAINTAIN PROPER LIABILITY INSURANCE, WITH THE COUNTY OF MONROE, IL AS ADDITIONALLY INSURED, SUFFICIENT IN FORM AND AMOUNT DURING ALL THE TIME OF SAID EVENT, TO PROTECT THE SAID APPLICANT ET. AL. AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITY, AND EXPENSE THEREOF, AND TO CLEAN AND LEAVE THE SAID MONROE COUNTY ROADS IN THE SAME CONDITION THAT THEY WERE BEFORE THE SAID EVENT WITHOUT ANY EXPENSE TO THE COUNTY.
3. THE ORGANIZATION SHALL REQUIRE EVERY PARTICIPANT, UPON REGISTRATION, TO SIGN A "RELEASE AND WAIVER OF LIABILITY" AGREEMENT, PROVIDED BY THE COUNTY.
4. THE ORGANIZATION WILL BE RESPONSIBLE FOR MAINTAINING ORDER AMONG THE PARTICIPANTS.
5. APPLICANT(S) WILL ONLY UTILIZE THAT PORTION OF THE MONROE COUNTY ROADS FOR WHICH PERMISSION HAS BEEN GRANTED.

ATTACHMENTS:

- 1) MONROE COUNTY GROUP ROAD USE ORDINANCE NO. 16-2
- 2) RELEASE AND WAIVER OF LIABILITY AGREEMENT
- 3) MAP (IF APPLICABLE)
- 4) _____
- 5) _____

RELEASE AND WAIVER OF LIABILITY AGREEMENT

This Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement is entered into this _____ day of _____, 20____, by and between the County of Monroe, State of Illinois (Road Authority), and _____ (Participant), in consideration for Road Authority granting permission to Participant for the _____ Event on the following Roadways:

- _____ SEE ATTACHED MAP _____
- _____ MONROE COUNTY PUBLIC _____
- _____ ROADS ONLY _____

This Release and Waiver Agreement is intended to be broad and inclusive and includes, but is not limited to, the following terms and conditions:

1. *No Violation of Laws and Regulations.* Participant agrees and covenants that he (she) will abide by all state laws and regulations, will maintain order and proper safety procedures regarding road usage and street crossings and will be aware of and stay within said Roadway, respecting the property of adjacent property owners.

2. *Hold Harmless.* By entering upon the Roadway, Participant covenants and agrees, to the fullest extent allowed by law, to protect, defend, indemnify and hold Road Authority harmless from all claims or liability of every type (including court costs and legal fees) for injury or death to any person or for damages to property arising out of or relating to Participant’s presence on said Roadway as well as to the presence of any other party accompanying Participant, under Participant direction, or on the Roadway at Participant’s request or invitation. This assumption of risk and release of liability, claims, demands, and causes of action of every kind and character shall apply even if Road Authority’s sole negligence is the cause of such accident, injury, or damages.

3. *Release of Liability.* By remaining on said Roadway, Participant accepts the Roadway and any improvements in an “as is” condition. Participant agrees that no warranty has been made by Road Authority as to the existing condition of the Roadway. Participant understands that dangerous conditions can and do exist on the Roadway, including, the Roadway remaining open to two-way traffic. Participant understands and affirms that injury or death can occur during when upon said Roadway. Participant affirms of the damage, injury, or death that he (she) and any others with him (her) may encounter. Participant assumes, accepts and acknowledges all responsibility for any dangers, accidents, risks and hazards associated with Participant’s use of said Roadway. Further, Participant indemnifies and holds Road Authority and all of Road Authorities agents, employees, officers and representatives harmless from claims, demands, causes of action, and damages, including attorney’s fees, resulting from any accident, incident, or occurrence arising out of Participant’s use of said Roadway for the _____ Event.

4. *All Participants Must Sign Release.* The Participant agrees to have no other person with him (her) during his (her) time on said Roadway who has not signed this Release of Liability.

COUNTY OF MONROE,
STATE OF ILLINOIS

Printed Name _____
Address: _____
City & State: _____

“ROAD AUTHORITY”

“PARTICIPANT”

BE IT ORDAINED by the Board of County Commissioners of Monroe County that Motor Vehicle Code Section 24-8-10 of the Revised Code or Ordinances of the County of Monroe is hereby amended in its entirety and the following provisions are hereby adopted:

24-8-10 REGISTRATION. All groups of 50 or more planning an event on the Monroe County Highway System are required to obtain a permit from the Monroe County Sheriff at least 30 days prior to said event. No more than 300 participants total per day shall be permitted during events on the County Highway System.

A group is defined as a number of individuals who by invitation, planning or design are using the Monroe County Highway System on the same day, regardless of whether they ride/walk/run in a contiguous formation.

The Sheriff, with the advice and consent of the County Engineer, shall consider relevant factors including, but not limited to, road conditions, traffic volume, construction, special events and compliance with rules during previous events, when determining whether to issue a permit. The Sheriff shall issue or deny the permit within 10 days of application.

Permit applications shall contain the following information:

- (A) The name of the organization sponsoring the event, if any.
- (B) The date of the event.
- (C) The number of participants estimated to be present during the event.
- (D) The proposed route of the event.
- (E) The location of all rest stops.

Persons participating in the event shall obey all traffic and other laws of the State of Illinois and all ordinances of the County of Monroe and shall not enter upon private property without permission of the owner.

Participating in a group event without having first obtained a permit pursuant to this section is a violation of this Code.

MONROE COUNTY BOARD OF COMMISSIONERS



Chairman


Member


Member

Adopted this 16th day of May, 2016.

ATTEST:


Monroe County Clerk