

TOWN OF PENDLETON

Town Hall

6570 Campbell Boulevard

Lockport, NY 14094

Phone: (716) 625-8833

Fax: (716) 625-6295



TOWN OF PENDLETON

Department of Public Works

6640 Campbell Boulevard

Lockport, NY 14094

Phone: (716) 625-8033

Fax: (716) 625-6323

APPLICATION
Linear Multiple Use Trail
ATV Permit

This application is intended for Town of Pendleton residents ONLY.
Applicant must be 18 years of age or older.

Name of Applicant: _____ DOB: _____

Residential Address: _____

Telephone #: _____ Email Address: _____

Household Members to be included on the permit:

License Plate # or VIN #: _____ Insurance Policy #: _____

Documents Required:

- Proof of Residency
- Proof of Age
- Valid NYSDMV ATV Registration (current and in effect on Application Date)
- Valid NYS Insurance Policy (current and in effect on Application Date)
- Signed Release from Liability Waiver
- Signed Indemnification Agreement

I certify under penalty of perjury that the above information is true and correct.

Applicant's Signature

FOR OFFICE USE ONLY

- ☐ Residency and Age Verified
- ☐ Registration and Insurance Scanned
- ☐ Release from Liability Waiver and Indemnification Agreement Signed
- ☐ Entered into BAS

Clerk Initials _____

RELEASE FROM LIABILITY

NAME: _____

ADDRESS: _____

ATV [Make, Model, Serial Number] _____

In consideration of being permitted to operate the aforementioned ATV on the property of the **TOWN OF PENDLETON** for the year **2024** and any renewal terms of the permit being issued herewith, and in consideration of the **TOWN OF PENDLETON** allowing us to operate the aforementioned ATV on the premises of the Town of Pendleton, New York, the undersigned hereby releases the Town of Pendleton, along with their agents, officers, employees, members and any and all subordinate or affiliated organizations or persons sponsoring, hosting or associated with such activities, and any and all persons owning and controlling the real and personal property used or involved in such activities, of and from any liability, claims, damages, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by the undersigned, or to any property of the undersigned, while in or upon these premises owned and/or leased by the Town of Pendleton.

The undersigned, being duly aware of the risks and hazards inherent in the activity of operating an ATV upon entering said premises and/or in participating in any activity associated with the operation of an ATV at said premises, hereby voluntarily elects to enter upon said premises and/or in participating in such ATV activity, knowing the present condition and intended use of said premises and knowing that said condition and/or use may become more hazardous and dangerous during the time that the undersigned is upon the premises. The undersigned hereby voluntarily assumes all risks of loss, damage or injury, including death, that may be sustained by the undersigned, or to any property of the undersigned while in, or upon said premises and holds harmless the Town of Pendleton from all risks of loss, damage or injury, including death, that may be sustained upon said property when involved in such activities.

This release shall be binding upon the distributees, heirs, next-of-kin, executors and administrators of the undersigned.

In signing the foregoing release, the undersigned hereby acknowledges and represents that he/she has read the said release, understands it, and signs it voluntarily and that he/she is over the age of majority and not a minor, and is of sound mind.

PRINT NAME AND ADDRESS:

SIGN NAME

DATE

INDEMNIFICATION

INDEMNIFICATION: To the extent permitted by law, _____
[ATV owner's name] agrees to indemnify and hold harmless **THE TOWN OF PENDLETON** from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief, for any damage or loss incurred by **THE TOWN OF PENDLETON** arising out of, resulting from, or attributable to any acts or omissions or other conduct of the aforementioned ATV owner or those persons so permitted to operate said ATV, or his/her agents in connection with ATV owner's or those persons so permitted to operate said ATV performance of duties under this Agreement. This indemnity shall apply even if **THE TOWN OF PENDLETON** is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds **THE TOWN OF PENDLETON** not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit **THE TOWN OF PENDLETON's** rights, if any, to common law indemnity.

THE TOWN OF PENDLETON shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of the ATV owner or those persons so permitted to operate said ATV. **THE TOWN OF PENDLETON** shall provide the ATV owner or those persons so permitted to operate said ATV with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist the ATV owner or those persons so permitted to operate said ATV in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and **THE TOWN OF PENDLETON** reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

PRINT NAME AND ADDRESS:

SIGN NAME

DATE
