

RELEASE OF LIABILITY FOR FILES AND DRAWINGS

The Greater Peoria Sanitary District (“GPSD”) agrees to provide certain files and drawings listed below to the undersigned recipient (“Recipient”). Recipient’s agreement to and execution of this Release is a condition precedent to GPSD’s release of such files and drawings. For good and valuable consideration, Recipient agrees:

1. To the fullest extent allowed by law, GPSD makes no representation or warranty regarding the accuracy, title, non-infringement, completeness, or permanence of files and drawings, nor for their merchantability or fitness for a particular purpose. The Recipient acknowledges that it has not relied on any representation or warranty in signing this Release and will use the files and drawings at its own and sole risk without liability to GPSD.
2. GPSD makes no representation or warranty as to the compatibility of the files and drawings with any hardware or software, or from the modification or conversion of the files and drawings into another format.
3. No information on the files and drawings shall be considered construction documents, nor be used for other projects, for additions to this project, or completion of this project by others.
4. The files and drawings shall at all times remain the property of GPSD, and in no case shall the transfer of the files and drawings be considered a sale or other transfer of ownership rights.
5. Recipient’s use of the files and drawings shall not in any way obviate Recipient’s responsibility for meeting any bidding criteria.
6. The data is provided solely for the use of the requesting party and shall not be made available to others, except that the data may be rendered on design documents for the sole purpose of conveying approximate infrastructure location to third parties. If data is rendered on design documents, the design documents shall contain a disclaimer advising that the data shown is schematic in nature and shall not be relied upon without field verification.
7. Recipient shall, to the fullest extent permitted by law, indemnify, defend and hold harmless GPSD, and GPSD’s trustees, directors, officers, employees, and agents from all claims, damages, losses, expenses, penalties, and liabilities of any kind, including attorneys’ fees, arising out of or resulting from the use of the files and drawings by Recipient, or by third party recipients of the files and drawings from the Recipient.

Specify Data Format (Subject to Availability): AutoCAD DWG ESRI SHP Adobe PDF

List of files and drawings subject to this Release:

RECIPIENT AGREEMENT AND ACCEPTANCE:

By: _____

Printed Name: _____

Company/Firm: _____

Date: _____