



RELEASE AND WAIVER OF LIABILITY AGREEMENT FOR USE OF ADU BUILDING PLANS

City of Porterville
Community Development Department
291 N. Main St.
Porterville, CA, 93257

In consideration of being permitted to use the Accessory Dwelling (ADU Plans) owned by the City of Porterville for the purpose of constructing an accessory dwelling unit, the undersigned hereby agrees to the following:

1. The City of Porterville (the "Owner") shall retain all rights, titles, and interests in the ADU Plans and their contents, as well as all inventions, discoveries, methodologies, models, formats, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by them in developing the ADU Plans. The Owner grants you only a limited, non-exclusive, non-transferable, royalty-free, license to review and use the ADU Plans, but only for the purpose of constructing an ADU or assisting in the construction of an ADU, and not for the sale of the ADU Plans. The City of Porterville retains rights to all of the intellectual property contained within the ADU Plans.
2. Use of the ADU Plans is at your own risk. The Owner makes no promise and gives no guarantee or warranty regarding the accuracy, completeness, reliability, or functionality of the ADU Plans, or of the ADU identified within the plans. The Owner does not assume responsibility for any impact that the use of the ADU Plans, or that construction of an ADU pursuant to the ADU Plans may have on your or any third party's site, existing buildings, or personal safety. The Owner does not promise that the ADU Plans are free from defects, whether in design or construction. The Owner does not promise to update or modify the ADU Plans to meet any future building requirements or code requirements of any kind.
3. The ADU Plans and any associated documentation are made available "As Is," without any warranty of any kind. There is no warranty that the ADU Plans or documentation will meet your expectations or requirements, or that use of the ADU plans will be error-free, or that the ADU Plans will work as described in the documentation. The Owner hereby disclaims any and all express or implied warranties, including without limitation, any warranty of merchantability, fitness for a particular purpose, title, or infringement. In no event will the Owner have any liability to you or to any other party for any losses or damages you may suffer directly or indirectly, or for any expenses or costs you may incur in connection with the use of the ADU Plans. The Owner shall have no liability to you or any other party for lost profits, business interruption, time, money, goodwill, and any special, incidental, indirect, or consequential damages, whether in contract, tort, strict liability, or otherwise, arising out of the use or inability to use the ADU Plans, even if you have advised the City of Porterville of the possibility of such loss or damages. Your sole and exclusive remedy shall be to stop the use of the ADU Plans.

4. The undersigned hereby releases, waives, discharges, and covenants not to sue the City of Porterville or its employees from all liability to the undersigned for any loss, damages, or claims related to, arising out of, or associated with the use of the ADU Plans.
5. The undersigned hereby assumes full responsibility for, and all risks associated with, the use of and any construction of the ADU Plans.
6. The undersigned acknowledges and agrees that if they modify the ADU Plans, this may result in a full plan review, increased costs, and/or increased City review time.
7. The undersigned agrees to protect, indemnify, defend, release, and hold the Owner free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Owner arising in favor of any party, including claims, liens, debts, personal injuries, death or damages to property and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with, or arising directly or indirectly out of the use of the ADU Plans. The undersigned agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at the sole expense of the undersigned. The undersigned agrees to bear all costs and expenses related thereto, even if the claim is groundless, false, or fraudulent. This provision is intended solely to provide for indemnification of the Owner from liability for damages or injuries to third persons or properties arising from the undersigned's use of the ADU Plans.
8. The undersigned further expressly agrees that the foregoing is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
9. The undersigned has read, had an opportunity to confer with their attorney and voluntarily signs this release and waiver of liability agreement, and further agrees that no verbal representation, statements or inducements apart from the foregoing written agreement have been made.

By signature below, I, the undersigned agree to the above terms.

Owner Name (Print)

Address

Owner Signature

Date

Zoning Administrator

Date