

## Public Records Hold Harmless

for Electronic Architectural and Engineered Drawings

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Pursuant to RCW 18.08, architectural and engineered drawings must be completed or reviewed by a licensed professional architect or engineer so as to "safeguard life, health, and property, and to promote the public welfare." Pursuant to RCW 42.56, the Port is providing electronic architectural and/or engineered drawings to you, subject to RCW 18.08 and the following terms and conditions:

- 1. It is the sole responsibility of the Requester to insure that any modification and/or use of the electronic drawing files provided is consistent with the requirements of RCW 18.08 and all other laws and regulations concerning such drawings as may be applicable.
- 2. The requested electronic drawing files are part of the work product of the Architect or Engineer contracted by the Port to create the these files (hereinafter "Licensed Professional"). Use by the Requester or by others is at their sole risk without liability or legal exposure to the Port or Licensed Professional. The Requester agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against the Port, Licensed Professional, its officers, directors, employees, agents or consultants, which may arise out of or in connection with the use of the electronic drawing files provided.
- 3. The Requester shall, to the fullest extent permitted by law, indemnify and hold harmless the Port, Licensed Professional, its officers, directors, employees, agents or consultants from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from use of these electronic drawing files.
- 4. Significant differences may exist between the electronic drawing files provided and any corresponding hard copy contract documents as a result of addenda, modification documents, value engineering, change orders, and other revisions. The Port and Licensed Professional make no representation regarding the accuracy or completeness of the electronic drawing files received by Requester. In the event a conflict arises between the signed documents prepared by Licensed Professional (a copy of which is maintained by the Port) and the electronic drawing files provided, the signed contract documents shall govern. The Requester is responsible for determining if any such conflict exists.
- 5. The Port and Licensed Professional make no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Port or Licensed Professional be liable for any loss of profit or any consequential damages.
- 6. No representation is made as to the compatibility of the electronic files provided with Requester's hardware or software.

By signing below, I hereby certify that I have read, understand, and agree to the terms and provisions described above. It is my intention to exempt and relieve the Port and Licensed Professional responsible for creating the electronic drawing files provided to me from liability for personal injury, property damage, or wrongful death caused by their use, misuse, or any other cause.

Signature: Date:		
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