



**RELEASE, HOLD HARMLESS AND INDEMNITY STATEMENT AND
 CONDITIONS OF USE FOR PERMIT READY ACCESSORY DWELLING UNIT
 CONSTRUCTION DOCUMENTS**

Project Application Number:	
Property Address:	
Assessor's Parcel Number:	
Plan Type (size and style):	
Property Owner's Name:	
Property Owner's Contact Information (Phone and Email):	
Applicant's Name:	
Applicant's Contact Information (Phone and Email):	

By accepting these Permit Ready Accessory Dwelling Unit construction documents ("ADU Documents"), as identified above, Property Owner/Applicant ("User") agrees to release, defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers, agents, and the engineers, and the architects who prepared these ADU Documents ("City Parties"), free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, direct or consequential damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, related to, or incident to acceptance, review, planning, project financing, selection of contractors or materials, suitability of onsite conditions, job safety or any other use, reuse or alteration of the ADU Documents. User expressly waives the provisions of California Civil Code section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The use of the ADU Documents and any information contained therein is restricted to the project identified above. It is User's responsibility to verify any and all information relevant to the project. City Parties shall not be responsible for translation errors.

User recognizes and acknowledges that the use of ADU Documents and any information contained therein shall be at their sole risk and without any liability or legal exposure to the City Parties. No warranties of any nature, whether express or implied, shall attach to the ADU Documents or the information contained therein. Any use, reuse, or alteration of the ADU documents or any information contained therein by the User or by others will be at the User's risk and full legal responsibility.

The designs represented in the ADU Documents are copyrighted and are subject to copyright protection.

I agree to the above terms and conditions.

Property Owner Signature:	Applicant Signature:
Property Owner Printed Name:	Applicant Printed Name:
Date:	Date: