CRCOG Data Release Agreement

This data release agreement covers the GIS data provided by the Capitol Region Council of Governments (CRCOG) on _____ to _____.
By signing this agreement, the Recipient hereby acknowledges and accepts the following:

1. CRCOG (hereafter Council) provides Geographic Information Systems (GIS) data in good faith in accordance with the Freedom of Information Act. The Council makes no warranty in regard to the data whatsoever, including, but not limited to, a warranty of the accuracy of the data. The party requesting the data (hereafter "Recipient") agrees that the Council has no liability arising from any incomplete, incorrect, inaccurate or misleading data provided.
2. The data provided are collected and compiled from multiple government sources for the purposes of planning and are updated on a periodic basis. The Recipient hereby will have no claims to data updates, but can make subsequent requests as need be.
3. The Council makes no warranties of fitness or merchantability either express or implied in regard to the data provided to the Recipient hereunder. The data provided are "as is" and with any faults.
4. Information derived from these data should not be used for authoritative boundary determinations or for authoritatively locating physical objects, these determinations remain the purview of professional land surveyors.
5. The Recipient shall indemnify and hold harmless the CRCOG and its officers, employees and agents from and against all losses, claims, demands, actions, payments, costs, suits, liabilities, including attorney's fees, expenses and damages (direct or consequential) whether or not caused by the negligence of the Council, its officers, employees or agents, which are incurred by or recovered against the Council for any reason whatsoever arising out of or relating to this Agreement, or the data, or to any use to which the Recipient might put the data.

All use of and reliance on the data shall be at the end user's sole risk.
By using the data, the Recipient agrees that in no event will the CRCOG, or its comprisory municipalities, be held liable by the Recipient or subsequent transferees of said data for any damages including, without limitation, incidental or consequential damages, resulting from the end user's use of or inability to use the original or modified data contained herein.

_____   _____

Signature   Witness

_____   _____

Printed Name   Date