

CAD Release Form

CAD Files Disclaimer and Release of Liability Agreement

Precision Engineering LLC, from here on referred to as (PRECISION)
City of Idaho Falls, from here on referred to as (OWNERS)

Precision Project No. 25005

Project Names: Elm St; Yellowstone to South Blvd, Idaho Falls

Date: July 30, 2026

The information contained in the electronic files for the above listed projects were created by the PRECISION. While PRECISION have made every appropriate effort to assure the accuracy of these documents, it cannot guarantee that these documents contain complete and accurate information. These documents must be compared to the original hard copy, with stamped and sealed certification, in order to ensure the accuracy of the information contained and to further ensure that no changes or modifications have been made to the documents.

All design files are AutoCAD drawing files (*.dwg) and any other cad related file format. Receiver agrees that PRECISION cannot provide the files in other file formats or compressed formats, and agrees to accept the file(s) in the format provided. Receiver agrees that PRECISION cannot be held responsible for problems arising from files which the Receiver cannot open or utilize in AutoCAD or any other CAD or drafting based program.

Since revisions or additions to the design file(s) may occur at any time, the Receiver agrees to indemnify, defend and hold harmless PRECISION, its officers, agents, employees, subconsultants and OWNERS from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of the design files, and such indemnification shall survive acceptance of said file(s) by Receiver.

Any use of these electronic files is at the Receiver's sole risk. The Receiver agrees to defend, indemnify and hold PRECISION, its officers, directors, employees, subconsultants and OWNERS harmless from all claims for liability in any amount, including attorney's fees for injury or loss sustained or alleged by any person or entity, arising from any use, transfer or reuse of the electronic files.

Under no circumstances shall delivery of electronic files for use by the Receiver be deemed a sale by PRECISION. PRECISION makes no warranties, either express or implied, of merchantability and fitness of these files for any particular purpose, including, without limitation, freedom from virus or longevity of the data. In no event shall PRECISION be liable for indirect or consequential damages as a result of the use or reuse of the electronic files.

The Receiver of the CAD files are deemed to have fully accepted and agreed to the terms of this release of liability without having to affix a physical signature to said document.