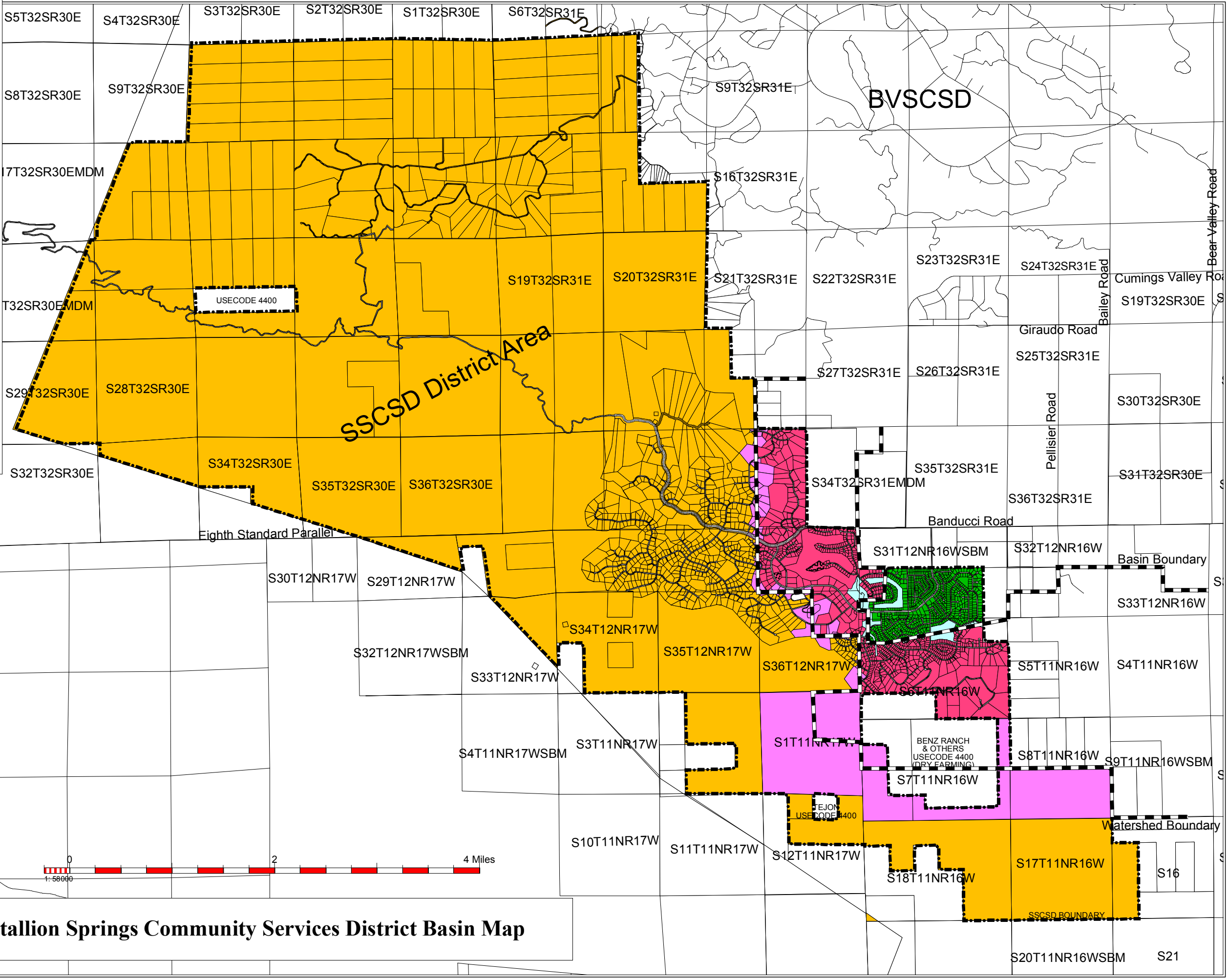


KERN GEONET DATA DISCLAIMER STATEMENT
 Summary: This disclaimer statement requires the data recipient to receive the data "as is" with no warranty and to hold all data providers not liable for any losses or damages caused by use of the data. The statement also requires the data recipient to not distribute any portion of the data without a copy of this disclaimer statement.

Whereas the Kern Geographic Information Network (Kern GEONET) and its members and other agencies have developed digital geographic data herein referred to as "the Data." Whereas the entity or entities acquiring a copy of the Data are herein referred to as "the Recipient." Whereas the Kern Geographic Information Network and its members - Kern Council of Governments and its member agencies - and other agencies that have developed and contributed the Data which is being transmitted to the Recipient by these agencies are herein referred to as "the Data Providers."

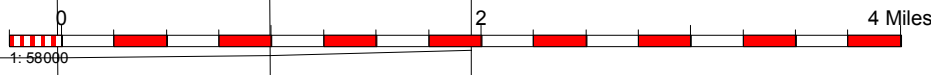
I. Disclaimer of Liability and Warranties
 A. The Recipient understands and agrees that it is possible that errors and omissions will occur in data input or programming done by the Data Providers to provide the data in the form desired. The Recipient further understands and agrees that it is probable that errors and omissions will occur in record keeping processes especially when large numbers of records are developed and maintained and that data may not meet the Recipient's standards as to accuracy or completeness. Notwithstanding - the Recipient agrees to take the data "as is" fully expecting that there may be errors and omissions associated with the data.
 B. The Recipient further understands and agrees that the Data Providers make absolutely no warranty whatsoever - whether expressed or implied - as to the accuracy/thoroughness/value/quality/validity/merchantability/suitability/condition or fitness for a particular purpose of the data or any programming used to obtain the data nor as to whether the data are error-free/up-to-date/complete or based upon accurate or meaningful facts.
 C. The Recipient further understands and agrees that it will forever waive any and all rights - claims - causes of action or other recourse that it might otherwise have against the Data Providers for any injuries or damages of any type whether direct/indirect/incidental/consequential or otherwise resulting from any error or omission in the data or in any programming used to obtain the data or in any manner arising out of or related to this agreement or the data provided hereunder. The Recipient agrees that the Data Providers shall not be liable to the Recipient for any liability/claim/loss/damage/injury or expense of any kind caused or alleged to be caused directly or indirectly by the inadequacy of data obtained from the Data Providers by any efficiency of the Data Providers or the Recipient systems by any delay or failure to provide any service or by any other interruption - disruption or loss of the Recipient operations.

II. Indemnification
 A. The Recipient agrees that it will provide no copy or partial copy of any data to any other party - including consultants under contract with The Recipient - without disclosing that the copy or partial copy was obtained from the Data Providers and without attaching the Disclaimer of Liability and Warranties paragraph.
 B. The Recipient hereby agrees to defend/save/hold harmless and indemnify the Data Providers and signatories to its data sharing agreements and its/their officers/employees and agents against claims by anyone for any loss/injury/damage/risk/cause of action/liability of any type (including legal fees) incurred by the Recipient or any other person relating to or arising out of the subject matter of this agreement or which may be alleged to have been caused either directly or indirectly by the acts/conduct/omissions/negligence or lack of good faith of the Data Providers/their officers/agents or employees.



Water Basin Parcels Key

	Outside Dist. or Not Assessed
	Outside Basin
	TCB1 Within Basin
	TCB2 On Basin Boundary
	TWS1 Within Watershed
	TWS2 On Watershed Boundary
	Basin Bounds
	Not in District but surrounded by it.



Stallion Springs Community Services District Basin Map

05/28/2010