

## **TWISTED TUNING DISCLAIMER AND RELEASE OF LIABILITY**

Due to the highly complex nature of high performance racing products and services sold and provided by Twisted Tuning including its affiliates, agents, contractors, employees, vendors, and other third-party service providers (hereinafter collectively as "Twisted Visionz/Twisted Tuning"), I as the Customer agree as follows:

Customer hereby agrees to forever release and hold harmless Twisted Tuning, its affiliates, agents, contractors, employees, vendors, and other third party service providers from any and all liabilities, claims, violations, damages, court costs, attorney's fees and other actions that may arise from any civil, administrative or criminal claim, suit, complaint or action for personal injury, death, losses or damage, or violations of any kind, occurring, either directly or indirectly, in connection with Customer's vehicle, equipment or accessories due to the purchase, installation, modification, or use of any products or services from Twisted Tuning.

Customer also agrees his/her assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue or attach property of Twisted Tuning in connection with any of the matters covered by this release. Customer also agrees that Twisted Tuning accepts no responsibility or obligation of any kind or nature, in connection with products sold to and services rendered for Customer, their vehicles, equipment, or accessories.

Customer acknowledges this product is of unknown performance, is experimental, may violate Federal laws, and is intended solely for closed-course and/or off-road use. All products sold including the "Twisted Visionz" brand of products and services rendered by Twisted Tuning are covered by this agreement and are provided without warranty of any kind, express or implied, including without limitation, the implied warranties of merchantability or fitness for a particular purpose. As such, in no event shall Twisted Tuning be responsible or liable, whether in contract or tort for any general, special, indirect, incidental or consequential damages of any kind, or loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the ability or inability to use the products or services to the fullest extent these damages may be disclaimed by law.

Furthermore, Customer also acknowledges and comprehends that products or services sold or otherwise provided to Customer by Twisted Tuning are not intended for street or highway use, or for use where otherwise is prohibited by law, and that Customer's vehicle and all products or services sold or otherwise provided by Twisted Tuning will be used solely for closed-course, competition purposes only. Customer agrees to assume liability for the proper installation, testing and use of any product acquired under this agreement. Customer agrees not to disassemble or distribute any intellectual property associated with this product or service. Customer agrees to assume liability if they elect to sell or transfer ownership of any product or service acquired under this agreement. Customer also asserts he/she is mentally sound, has read and understood this entire agreement is over 18 years old and is without a legal guardian.

Very Respectfully,  
Twisted Tuning