



Liability Release, Waiver, and Agreement for Diagnostic Testing Equipment Use

The undersigned would like to utilize the diagnostic testing equipment of Tapout Tuning L.L.C. for their automobile.

The customer has requested that Tapout Tuning L.L.C. test and calibrate their vehicle on the dynamometer. I understand that a dynamometer, commonly referred to as a "dyno," is a machine that is used to measure the horsepower and torque output of an engine. A chassis dynamometer has large rollers upon which the drive wheels are placed. The vehicle is run up to a certain speed and put under load so the amount of power that is being delivered to the wheels can be measured. The dynamometer may also be used to simulate actual driving conditions when troubleshooting drivability problems.

The customer understands that dynamometers have an inherent amount of risk. Testing for maximum horsepower places strain on a vehicle's engine, comparable to that of actual racetrack driving. The customer further understands and agrees that mechanical problems occasionally occur during or as a result of such testing and calibration. These mechanical problems include, but are not limited to, blown head gaskets, thrown rods and broken pistons. The customer understands that due to the nature of testing to be performed on their automobile, there is a potential risk of damage to their automobile and its performance and the customer is assuming this risk.

The customer agrees as stated below, to release, indemnify, and hold harmless Tapout Tuning L.L.C., its owners, agents and employees from any and all liability due to the diagnostic testing to be performed on their automobile.

The customer understands that Tapout Tuning L.L.C. offers NO WARRANTY of any kind whether expressed or implied as to the testing equipment.

The customer hereby agrees to release, indemnify, and hold harmless Tapout Tuning L.L.C., its owners, agents, and employees from any liability for any claims or damages of any kind or description whatsoever other than the actual amount the customer paid for the use of testing.

In no event and under no circumstance shall Tapout Tuning L.L.C., its owners, agents, or employees be liable for special, incidental, consequential or punitive damages, including without limitation, damage to other property, inconvenience, loss of goodwill, lost profits or revenue loss of use of the customer's automobile, cost of a substitute automobile, down time costs, other equipment costs, or any other legal theory.



Furthermore, due to the inherent dangers surrounding the operation of such equipment there is serious risk of personal injury. Understanding this risk, the customer agrees to assume all liability of accidental injury or bodily harm to themselves and others, and hereby release Tapout Tuning L.L.C. its owners, agents, and employees from any and all liability. The customer further agrees that they shall always follow the instructions provided by Tapout Tuning L.L.C regarding operations related to diagnostics equipment usage.

The customer shall be responsible for any sales or use tax imposed on Tapout Tuning L.L.C. as a result of their use of the testing equipment.

Name: _____ Phone: (_____) _____

Email: _____

Address: _____ City: _____

State: _____ Zip: _____

Year: _____ Make: _____ Model: _____

VIN: _____

Signature: _____ Date: _____