

# RG Racing Ltd.

## Waiver and Release of Liability for use of Diagnostic Testing Equipment

Vehicle Owner's Name: \_\_\_\_\_ (the "Owner")

Owners Drivers Licence number: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_

Year: \_\_\_\_\_ VIN: \_\_\_\_\_

Licence plate \_\_\_\_\_ (the "Vehicle")

Maximum RPM for testing purposes \_\_\_\_\_

Note: if a maximum RPM is not listed the factory specified red zone will be used as a maximum RPM for testing purposes

**ATTENTION: PLEASE, READ CAREFULLY BEFORE YOU SIGN**

The Owner declares that he is interested in testing and tuning the Vehicle on the Mustang AWD – 500 Dynometer (the "Dynometer") and the Owner declares that the Vehicle is in a testing and tuning ready state.

Testing and Tuning on a Dynometer applies similar loading to the Vehicle as the Vehicle would experience during operation on a road or track and as such the Vehicle is susceptible to similar risks as if the Vehicle was being driven at high RPM's, rapidly accelerating and rapidly decelerating on a road or track.

It is the responsibility of the Owner to ensure that the Vehicle is in good working order and capable of handling the stresses incurred when the Vehicle is operated at levels approaching its mechanical limits.

The Owner is aware that testing and tuning on a Dynometer is a stress test designed to push the Vehicle close to its mechanical limits. The Owner also declares that he is aware of the potential risks involved with Dynometer testing and tuning.

The Owner agrees that RG Racing Ltd. cannot guarantee that Vehicle's engine, powertrain, or other Vehicle systems will be capable of Dynometer testing and tuning without incurring any damages.

The Owner agrees that RG Racing Ltd. is under no circumstances liable for any damages caused by the Dynometer to any part of the Vehicle, or for any damages caused by hidden

mechanical flaws or defects with the Vehicle before, during or after the Vehicle was tested and tuned on the Dynometer.

If any part of the Vehicle (included but not limited to engine, turbo, intake system, exhaust system, transmission, driveline, differential, tyres etc.) incurs damage before, during or after the vehicle is tested and tuned on the Dynometer the Owner hereby acknowledges that said damages are the responsibility of the Owner.

RG Racing Ltd. also cannot guarantee that the Vehicle is in good working order and capable of handling the stresses incurred when the Vehicle's limits are reached, even if RG Racing Ltd. has performed engine and drivetrain or other diagnostic tests prior to running the Vehicle on the Dynometer. The Owner hereby releases any claim against RG Racing for negligently failing to notice any latent defects in the Vehicle when it was physically examined or performed any diagnostic tests on the Vehicle prior to the Dynometer testing.

If before or during testing and tuning on the Dynometer RG Racing Ltd. finds that the Vehicle is not capable of handling the testing and tuning, it may become necessary to stop testing on the Dynometer.

Should the Owner assist in the Dynometer testing by operating the accelerator, transmission and brakes during the Dynometer testing the Owner acknowledges that they are aware of the personal risks involved when entering and exiting the Vehicle while it is strapped to the Dynometer as well as the risks involved should the Vehicle suffer a catastrophic engine or powertrain failure, including but not limited to the risk of an engine fire. The Owner assumes these risks and releases RG Racing Ltd. from any potential claims against RG Racing Ltd. for their personal participation in the testing and tuning on the Dynometer.

Signature of Owner/Releaser

Date (mm/dd/yyyy)

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Signature of Witness

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