**Release of Liability, Hold Harmless & Indemnity**

If you are located in California, and you wish to purchase Competition Use Only Parts for use in Race/Closed Course applications, you must fill out and sign our Release of Liability, Hold Harmless & Indemnity form.

**Notice to Customers in California**

**Competition Use Only Parts:** Competition Use Only Parts may not be sold or used on a motorcycle that is used on or off the public highways other than those motorcycles used exclusively for competition. Competition Use Only Parts are aftermarket parts that replace or otherwise interfere with the operation of an emission control device, such as a catalytic converter or oxygen sensor, and may be sold and used on a motorcycle that is used only for closed course competition.

**Release of Liability**: Under the terms of this Release and sufficiency of which is hereby acknowledged, the signed entity of this document hereby releases and forever discharges Twisted Fabrication for the following activities: Purchase and Use of Competition Use Only Parts

**Release:** Therefore, under the terms of this Agreement and sufficiency of which is hereby acknowledged, do hereby release and forever discharge the company Twisted Fabrication, including their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which now have or may hereafter have, arising out of or in any way relating to any injuries and damages of any and every kind, both person and property and also any injuries and damages that may develop in the future, as a result of or in any way relating to the liability. It is understood and agreed that this Release is made and received in complete settlement and satisfaction of the causes of action. claims, and demands mentioned herein; that this Release contains the entire agreement between the signed entity of this document and Twisted Fabrication: and that the terms of this Release are contractual and not merely a recital, This Release shall be binding upon the undersigned and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

**Indemnification and Hold Harmless**: I also agree to INDEMNIFY AND HOLD Twisted Fabrication HARMLESS from any and all claims, actions, suits, procedures, costs, expenses damages and liabilities, including attorney's fees brought as a result of my involvement in The Purchase of Competition Use Only Parts and to reimburse them for any such expenses incurred.

**Severability**: The undersigned further expressly agrees that the foregoing Release of Liability, Hold Harmless and Indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND TWISTED FABRICATION, AND SIGN IT OF MY OWN FREE WILL. I INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED.

I\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print full name), hereby attest the purchase is for Competition Use Only Parts which will be used solely for race/closed course applications. I understand that it is my sole responsibility and due diligence to maintain and use my personal property in accordance to federal and state laws.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_\_Date