



LIABILITY RELEASE, WAIVER, AND AGREEMENT FOR DIAGNOSTIC TESTING EQUIPMENT USE -SIGNATURE REQUIRED DOCUMENT-

The undersigned would like to utilize the diagnostic testing equipment of **WEST BEND DYNO TUNING, LLC** for my automobile.

I understand that due to the nature of testing to be performed on my automobile by the undersigned, there is a potential risk of damage to my automobile and its performance and I am assuming this risk.

I agree as stated below, to release, indemnify, and hold harmless **West Bend Dyno Tuning, LLC** from any and all liability due to the diagnostic testing to be performed on my automobile.

I understand that **West Bend Dyno Tuning, LLC** offers no warranty of any kind whether expressed or implied as to the testing equipment. To the extent permitted by law, I agree that **West Bend Dyno Tuning, LLC's** total liability, and my total recovery, for any damage to my automobile relating to or arising out of my use of testing equipment to the total amount I paid for the testing.

I hereby agree to release, indemnify, and hold harmless **West Bend Dyno Tuning, LLC** and its employees from any liability for any claims or damages of any kind or description whatsoever other than the actual amount I paid for the use of testing, even if caused by the negligence of **West Bend Dyno Tuning, LLC**, its employees, or agents.

In no event or under no circumstances shall **West Bend Dyno Tuning, LLC** 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 my automobile, cost of a substitute automobile, down time costs, other equipment costs, or any other legal theory.

I hereby waive the right I have to bargain for a different waiver liability. I have considered that if this waiver of liability was not as broad as it is the cost of the use of the diagnostic testing equipment would be considerably more expensive and since I do not want to pay more for this diagnostic testing equipment use I wave my right to bargain for different waiver of liability terms.

The undersigned shall be responsible for any sales or use tax imposed on **West Bend Dyno Tuning, LLC** as a result of the undersigned's use of the testing equipment.

I understand that by signing this document, you authorize **West Bend Dyno Tuning, LLC** to perform up to one hour of diagnostics and repair (**billed at \$155/hr**) should a minor underlying mechanical issue prevent the tuning calibration process to be completed.

I understand that **West Bend Dyno Tuning, LLC** will not be held liable for components, installation, tuning or wiring that was installed prior to the automobile being brought to our facility. **West Bend Dyno Tuning, LLC** will also not be held liable for any wear and tear on any

existing damaged or worn components including engines, driveline and all affiliating components that may have been worn or damaged prior to being brought to our facility. It may be necessary to re-install or re-engineer existing parts, components and or wiring to diagnose or repair an existing problem.

I understand that as part of the testing and services, the undersigned understands that certain modifications might be made which will cause the automobile, if tested for emissions or similar tests by the **Wisconsin Department of Transportation** or any other government agency, to fail such emissions tests.

The undersigned hereby agrees to release, indemnify, and hold harmless **West Bend Dyno Tuning, LLC** and its employees from any liability for any claims or damages of any kind or description whatsoever as it relates to failure of the undersigned's automobile to pass such emission tests.

I understand that major underlying mechanical issues / compatibility issues / improper or incorrect parts present on the vehicle may postpone and/or delay the dyno calibration process. If a vehicle is scheduled for a dyno calibration and needs mechanical repair, a new schedule for mechanical work will be created. No guarantees are expressed or implied that we can adhere to ANY timeline dates when mechanical work is needed. **West Bend Dyno Tuning, LLC** has a separate dyno and mechanical schedule for this reason.

I understand that the proper amount and type of fuel is needed to complete the diagnostic process (as needed) and to properly calibrate a vehicle.

- If a vehicle is found to have less than ½ tank of fuel, you authorize **West Bend Dyno Tuning, LLC** to **ADD** fuel to the vehicle at the cost of fuel **PLUS \$77.50** for technician labor.
- If a vehicle is found to have the wrong type of fuel, you authorize **West Bend Dyno Tuning, LLC** to drain the existing fuel (billed at **\$155.00/hr**) and to **ADD** fuel to the vehicle at the cost of fuel **PLUS \$77.50** for technician labor.
- Drained fuel (if applicable) is the responsibility of the customer. Customer is responsible for any fuel removed from the vehicle and must provide fuel cans to store properly. If customer cannot / will not take drained fuel, **West Bend Dyno Tuning, LLC** will charge a hazardous disposal fee of **\$10.00/gallon** for unclaimed fuel.

I hereby authorize repair work to be done along with the necessary material, and hereby grant **West Bend Dyno Tuning, LLC**, its employees, or agents, permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. **An express mechanics lien is hereby acknowledged on described automobile to secure the amount of repairs thereto.**

I understand that this is an important legal document and I have read and understand the entire release before signing below.

PRINT NAME:

SIGNATURE:

DATE:

VEHICLE YEAR/MAKE/MODEL: