

**LIABILITY RELEASE, WAIVER, AND AGREEMENT FOR DIAGNOSTIC TESTING
EQUIPMENT USE**

The undersigned would like to utilize the diagnostic testing equipment of SIX SIGMA TUNING, 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 SIX SIGMA TUNING from any and all liability due to the diagnostic testing to be performed on my automobile.

I understand that SIX SIGMA TUNING offers no warranty of any kind whether expressed or implied as to the testing equipment. To the extent permitted by law, I agree that SIX SIGMA TUNING'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 SIX SIGMA TUNING 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 SIX SIGMA TUNING, its employees, or agents.

In no event or under no circumstances shall SIX SIGMA TUNING 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 waive my right to bargain for different waiver of liability terms.

The undersigned shall be responsible for any sales or use tax imposed on SIX SIGMA TUNING as a result of the undersigned's use of the testing equipment.

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

Printed Name: _____ Signature: _____

Address: _____

Phone: _____

Date: _____