

**RELEASE AND WAIVER OF LIABILITY FOR USE OF DYNAMOMETER (“DYNO”)**

**BY SIGNING THIS RELEASE, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE.**

The undersigned, on behalf of myself, my children, heirs, successors, spouse/domestic partner, insurers, and assigns (collectively, the “Releasing Parties”), hereby agree as follows:

1. I intend and agree to allow Concept Z Performance, Inc. (“Concept Z”) to use a Dynamometer (“Dyno”) to test the torque and power output of my personal vehicle(s). \_\_\_\_\_  
(initials)

2. I am executing and delivering this Release, on behalf of all Releasing Parties, in favor of Concept Z, the owner of the Dyno, its officers, members, shareholders, agents, servants, employees, insurers, attorneys, predecessors and successors, and all other persons and entities representing the foregoing (collectively, the “Released Parties”). \_\_\_\_\_ (initials)

3. **THE RELEASING PARTIES ACKNOWLEDGE AND AGREE THAT USING CONCEPT Z’S DYNO INVOLVES SUBSTANTIAL RISK THAT MAY CAUSE SERIOUS INJURY TO PERSON, INCLUDING DEATH, AND/OR EXTENSIVE DAMAGE TO VEHICLE AND/OR OTHER PROPERTY, AND THAT THE RELEASING PARTIES ARE WILLING AND ABLE TO ACCEPT FULL RESPONSIBILITY FOR THEIR SAFETY, WELFARE, AND PROPERTY, AND THEY EXPRESSLY ASSUME ALL OF THE RISKS OF USING THE DYNO.** \_\_\_\_\_  
(initials)

4. I agree to refrain from using or allowing anyone else to use the Dyno on any vehicle that I determine to be defective or in need of maintenance or repair. \_\_\_\_\_ (initials)

5. I agree to stay outside of the designated Dyno-testing area at all times, unless otherwise authorized by Concept Z. \_\_\_\_\_(initials)

6. If undersigned is an employee of Concept Z, he or she agrees that he or she is not authorized to use the Dyno for personal use while performing job duties for Concept Z or during Concept Z business hours. Further, the undersigned acknowledges that any injury he or she may sustain using the Dyno for personal use outside of business hours is not job related and is not covered under Concept Z’s workers’ compensation policies. Nevertheless, by executing this Release, Releasing Parties are not waiving any rights to workers’ compensation under Concept Z policy or Arizona law for injuries sustained from a job-related accident. \_\_\_\_\_  
(initials)

7. Except as set forth in paragraph 6, the Releasing Parties hereby waive, release, discharge and promise not to sue any of the Released Parties for any loss, liability, damage, claims, actions, causes of action, suits or costs whatsoever, including, but not limited to, economic, non-economic, special, incidental, consequential or similar damages arising out of or

related to any loss, damage, or injury, including death, to person or property, arising out of use of the Dyno. Releasing Parties agree they may only pursue a claim for workers' compensation for any personal injury arising out of the use of the Dyno within the course and scope of employment with Concept Z. \_\_\_\_\_(initials)

8. The Releasing Parties enter into this Release willingly, knowingly, voluntarily, and in exchange for and in consideration of monetary payment and/or use of the Dyno to test undersigned's personal vehicle(s).\_\_\_\_\_ (initials)

9. The Releasing Parties agree to comply with and be bound by all policies and procedures established by Concept Z, including use of the Dyno. The Releasing Parties further agree to comply with any and all applicable laws, rules, and regulations. In the event that the Releasing Parties fail to comply with any such policies, procedures, laws, rules, or regulations, then the authorization to use the Dyno may be terminated. (initials)

10. The Releasing Parties represent to Concept Z that they maintain a valid and enforceable vehicle insurance policy for each vehicle on which the Dyno will be used and for the period of time during which the Dyno will be used. \_\_\_\_\_ (initials)

11. This Release is governed by the laws of the State of Arizona and is intended to be as broad and inclusive as permitted by Arizona law, and that in the event any portion of this Release is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in any way and shall continue in full force and effect. (initials)

**I HAVE READ THIS RELEASE, AND I AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE OF ALL CLAIMS.**

Signature:

Printed Name:

Date: