



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

The undersigned would like to utilize the diagnostic testing equipment of **BW Tuning LLC ("BWT")** for my automobile.

Customer knows the condition of their vehicle and assures it is in acceptable condition to safely run on the dynamometer: **BWT** does not know, nor assumes any such knowledge of the condition of the vehicle being tested.

Customer grants permission for **BWT** to operate the vehicle in any manner it deems appropriate, including operation on and off the dynamometer and assumes full liability for loss or damage or injury during said operation. Customer has all insurance required to test their vehicle on a dynamometer and for **BWT** to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection.

Customer agrees to follow instruction by **BWT** and **BWT** reserves the right to decline or discontinue dynamometer services for any reason at any time.

I understand that due to the nature of testing to be performed on my automobile by the undersigned, there is a potential risk of catastrophic damage to my automobile and its performance, and I am assuming this risk. Vehicles can and do suffer serious and catastrophic damage during or after operation on a dynamometer. A dynamometer pushes a vehicle and many of its mechanical components to critical levels which by its very nature may cause failure of those components.

Dyno testing is inherently unpredictable and unsafe and can lead to serious injury or death. Understanding this risk, the undersigned agrees to assume all liability of accidental injury or bodily harm to themselves and others, and hereby releases **BWT** from all liability. This release also includes, but is not limited to, any claim against **BWT** for first aid, medical treatment or services rendered.

I understand that **BWT** offers no warranty of any kind whether expressed or implied as to the testing equipment. To the extent permitted by law, I agree that **BWT's** total liability, and my total recovery, for any damage to my automobile relating to or arising out of my use of testing equipment shall not exceed the total amount paid for the testing.

I hereby agree to release, indemnify, and hold harmless **BWT** 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 **BWT**, its employees, or agents.

In no event or under no circumstances shall **BWT** 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 wave my right 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 **BWT** for use of the testing equipment.

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I authorize **BWT** to invoice a minimum one-hour rental, (**Dyno rental @\$275/hr**) should a mechanical issue prevent the dyno process from being completed; this is the minimum charge and will be billed regardless of whether vehicle was mounted to dynamometer or any power pulls were completed. Additional hours \$100/hr. If fire extinguisher is used, customer will be charged \$75 to refill. If engine dumps fluid, the customer will be charged \$100 for cleaning fee. All other charges will be based on the shop labor rate of \$125/hr.

I hereby authorize repair work to be done along with the necessary material, and hereby grant **BWT**, its employees, or agents, permission to operate the 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 number 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: _____

Year, Make, and Model: _____

Last 6 of VIN _____

Check box to confirm locking lug key present inside vehicle (if applicable)