

Liability Release, Waiver, and Agreement for Diagnostic Testing Equipment Use

The undersigned would like to utilize the diagnostic testing equipment of ZZPerformance LLC for their automobile.

I, the undersigned, have requested that ZZPerformance LLC test and calibrate my vehicle on the dynamometer. I understand that a dynamometer, commonly referred to as a "dyno," is a machine that is used to measure the horsepower output of an engine. A chassis dynamometer has large rollers upon which the drive wheels are placed. The vehicle is run up to a certain speed and put under load so the amount of power that is being delivered to the wheels can be measured. The dynamometer may also be used to simulate actual driving conditions when troubleshooting drivability problems.

I understand that dynamometers have an inherent amount of risk. Testing for maximum horsepower places strain on a vehicle's engine, comparable to that of actual racetrack driving. I further understand and agree that mechanical problems occasionally occur during or as a result of such testing and calibration. These mechanical problems include, but are not limited to, blown head gaskets, thrown rods, and broken pistons. 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 the risk.

I agree as stated below, to release, indemnify, and hold harmless ZZPerformance LLC, its owners, agents and employees from any and all liability due to the diagnostic testing to be performed on my automobile.

I understand that ZZPerformance 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 ZZPerformance 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 is strictly limited to the total amount I paid of the testing.

I hereby agree to release, indemnify, and hold harmless ZZPerformance LLC, its owners, agents, and 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 cause by the negligence of ZZPerformance LLC, its owners, employees , or agents.

In no event and under no circumstance shall ZZPerformance LLC, its owners, agents, or employees 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 diagnostic testing equipment would be considerably more expensive and since I do not want to pay more this diagnostic testing equipment use I wave my right to bargain for different waiver of liability terms.

Furthermore, due to the inherent dangers surrounding the operation of such equipment there is serious risk of personal injury. Understanding this risk, the undersigned agrees to assume all liability of accidental injury or bodily harm to themselves and others, and hereby release ZZPerformance LLC its owners, agents, and employees from any and all liability. I agree that I shall always follow the instructions provided by ZZPerformance LLC and I shall be liable for all damage to this diagnostic equipment while used by me.

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

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

Personal Information

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Vehicle Information

Year: _____	Make/Model: _____	Engine Size/Type: _____
Engine Built By: _____	Vin #: _____	License Plate: _____
Print Name: _____	Signed: _____	Date: _____
Print Name: _____	Witness: _____	Date: _____