

## EDGE RACING PRODUCTS

### DISCLAIMER

This Edge Racing-brand product ("this Product") is designed, and intended, only for off-road, legal racing/pulling/competition uses involving the motor vehicle in which it is installed (the "Vehicle"), and not for use on public highways, streets, and other roads. The person or entity buying this Product and/or using this Product [even if different from such buyer] (the "User") agrees to use the Vehicle only for off-road, otherwise legal racing/competition purposes in controlled environments.

Use of this Product in the Vehicle on public highways, streets, and other roads may violate applicable federal, state, or local clean air, emission, noise, and other environmental laws, or applicable motor vehicle, traffic, and other laws. The User must review and comply, and is solely responsible for reviewing and complying with, all applicable clean air, emission, noise, other environmental laws, as well as all applicable motor vehicle, traffic, safety, and other laws, in connection with User's installation and use of this Product with the Vehicle.

Use of this Product may violate warranties from the manufacturer of the Vehicle or from others. The User must review and comply, and is solely responsible for reviewing and complying, with the terms and conditions of any such warranty.

Use of this Product may make the Vehicle non-compliant with applicable laws, make the Vehicle capable of generating unsafe driving speeds, make the Vehicle capable of exceeding tire speed ratings, make the Vehicle capable of exceeding RPM ratings of the engine, exceed stress limits of the engine, transmission, chassis, body, and other components of the Vehicle, destroy or damage mechanical, electrical, structural, or other components of the Vehicle, may require superior driving skills and techniques to handle the Vehicle, may make the Vehicle unsafe, and may lead to personal injury or property damage. The User must ensure, and is solely responsible for ensuring, the proper installation of this Product in the Vehicle in a manner compatible with other components of the Vehicle, and in accordance with the written instruction manual of Edge Racing Products, in accordance with industry standards and in a good and workmanlike manner, and in accordance with applicable law.

The User must ensure, and is solely responsible for ensuring, the proper, legal, and safe use of the Vehicle. Use of the Product in the Vehicle is at the sole risk and discretion of the User. The User acknowledges that motorsports, racing, and other competitions are dangerous and may cause death, other personal injury, or property damage.

Except as expressly provided in the written Limited Warranty from Edge Products issued for this Product, and to the greatest extent provided by applicable law, **this Product is sold on an AS IS, WHERE AS, and WITH ALL FAULTS basis, and Edge Products disclaims any and all warranties of any kind, whether express or implied, relating to this Product, including without limitation any implied warranty of merchantability, any implied warranty of fitness for a particular purpose, any warranty as to success in races or other competition, or any warranty made by any distributor or other third party.** Any such Limited Warranty is conditioned upon the User's compliance with the terms and conditions of this Disclaimer.

[see reverse side]

To the greatest extent provided by applicable law, the User, for himself/herself/itself and his/her/its heirs, personal representatives, successors, and assigns, hereby releases, discharges, indemnifies, and holds harmless Edge Products, LLC d/b/a Edge Racing and its agents, employees, officers, managers, members, subsidiaries, parents, successors, and assigns (the "Edge Racing Parties") from any and against any and all claims, causes of action, damages, injuries, losses, expenses, attorneys fees, and harm of any kind, whether or not foreseeable, directly or indirectly relating in whole or part to the use or installation of this Product in violation of the terms and conditions of this Disclaimer, any Edge Racing manual, directions, or instructions, and applicable law, any use of the Vehicle in violation of the terms and conditions of this Disclaimer and applicable law, and any other use of the Vehicle, regardless of the acts or omissions, whether negligently or otherwise occurring, of any Edge Racing Party. To the greatest extent provided by applicable law, each Edge Racing Party will not be liable for, and the User waives any right to seek against any Edge Racing Party, any consequential, indirect, special, statutory, exemplary, punitive, or incidental damages caused by the installation or use of this Product, and the liability of the Edge Racing Parties in the aggregate will be limited to the standard retail purchase price of this Product.

Installation or other use of this Product constitutes the User's acknowledgement that the User has read and understand the warnings, cautions, terms and conditions in this Disclaimer and that the User agrees and consents to the terms and conditions of this Disclaimer; OTHERWISE DO NOT INSTALL OR USE THIS PRODUCT.

You may sign and accept this disclaimer electronically at [www.edgeproductsracing.com](http://www.edgeproductsracing.com). If you do not have internet access you can print this form and fill out the section below. All fields are required in order to receive a product activation code. Once complete fax this form to Edge Products at 801-337-2198.

\_\_\_\_\_ date \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Signature

\_\_\_\_\_ date \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Signature of parent or guardian (if under 18 years old)

**Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Address Line 1:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Country:** \_\_\_\_\_ **E-mail address:** \_\_\_\_\_

**Year:** \_\_\_\_\_ **Make & Model:** \_\_\_\_\_

**VIN Number:** \_\_\_\_\_

**Evolution ELECTRONIC Serial Number** \_\_\_\_\_