

Locash Racing, LLC Dyno Usage Agreement

The undersigned individual or entity (hereinafter referred to as "Customer"), desires to utilize the services of Locash Racing, LLC. (hereinafter collectively referred to as the "Company") to perform diagnostic and performance testing of Customer's motor vehicle and various components thereof. Customer understands and agrees that the Company will utilize a chassis dynamometer and various data acquisition devices to perform this testing.

A chassis dynamometer is a device that will be used by the Company to acquire performance data on Customer's motor vehicle by engaging and placing load on the power train of the motor vehicle while the vehicle remains in a stationary position resting on top of the chassis dynamometer. Data samples may include, but shall not be limited to, Engine Speed, Vehicle Speed, Horsepower and Torque.

Customer recognizes and acknowledges that modifications to their vehicle's engine, transmission and/or other components of the vehicle's power train resulting in replacement of OEM parts on the vehicle may place additional stress upon the vehicle not intended in the manufacturer's engineering design.

Customer recognizes and acknowledges that performing diagnostic and performance testing of the vehicle utilizing a chassis dynamometer entails certain peril and risk to the vehicle and its power train components, such risks include, but are not limited to damaging internal engine components such as valves, pistons, connecting rods, transmission failure, drive shaft breakage, clutch damage, suspension damage, and damage to body panels. Customer acknowledges awareness of the aforementioned risks, the possibility that diagnostic and performance testing of this type could result in catastrophic damage to Customer vehicle components including, but not limited to, the power train.

In consideration for the Company rendering the foregoing services, Customer hereby agrees to specifically assume all risk of loss and damage to Customer's vehicle and hereby waives any and all claims for damages against the Company, its officers, directors, shareholders, agents and employees in connection with the services rendered by the Company to the Customer. This includes but is not limited to, claims for product liability, express or implied warranty, breach of contract and negligence. The Company makes no express or implied warranties or otherwise agrees to extend or supplement any manufacturer's warranty on Customer's vehicle.

Customer further agrees to release and hold harmless the Company, its officers, directors, shareholders, agents and employees from any and all claims for damages, causes of action, and chooses in equity that may arise in connection with services rendered to Customer by the Company. This release is intended to be as broad and inclusive as permitted by law, and if any portion thereof is held invalid, the balance shall continue in full legal force and effect.

Customer agrees to assume the risks described herein, waives potential future claims for damages and to release the Company from any and all liability arising from services provided by the Company. This agreement is a condition precedent to and consideration for agreement of the Company to allow use of its equipment and provide services to the Customer.

This Agreement shall be construed in accordance with the laws of the state of Arizona and venue for any civil action arising from this agreement, its interpretation and/or any service rendered by the Company shall be in a court of competent jurisdiction in Phoenix, Maricopa County, Arizona.

Customer Name: _____ Signature: _____

Date: _____