

## **WAIVER, RELEASE, ASSUMPTION OF RISK and WARRANTY DISCLAIMER**

The undersigned, ("Owner") acknowledges the purchase of a Power Steering Module ("PSM") from Pace Off Road Corp., a North Carolina Corporation. Owner, by his/her purchase hereto, further acknowledges and agrees to the following:

1. BY ACCEPTANCE OF DELIVERY OF THE PSM, OWNER HEREBY RELEASES PACE OFF ROAD CORP., ITS RESPECTIVE PARENTS, AFFILIATES AND SUBSIDIARIES, AND DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY ARISING FROM THE PSM OR ACCEPTANCE, POSSESSION OR USE/MISUSE OF THE PSM, REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR PART UPON ALLEGED NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE RELEASED PARTIES. THIS RELEASE SHALL INCLUDE BUT NOT BE LIMITED TO DAMAGES FOR ECONOMIC LOSS, INJURY, DISMEMBERMENT, DEATH OR ANY OTHER POSSIBLE LOSS OR DAMAGE WHICH MAY BE SUFFERED BY OWNER BY THEIR ACCEPTANCE, POSSESSION OR USE/MISUSE OF THE PSM.

2. THE RELEASED PARTIES MAKE NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PSM, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PSM, ITS MERCHANTABILITY, OR IT'S FITNESS FOR ANY PARTICULAR PURPOSE. OWNER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY THE RELEASED PARTIES SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THE RELEASED PARTIES DO NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Owner acknowledges that the Released Parties as defined herein make no guarantee, warranty or representation, express or implied, as to the quality, fitness, safety, efficiency, roadability or fitness for particular purpose of the PSM. Further, by Owner's signature hereto Owner assumes all risks of loss, damages, injury or death that may be sustained by Owner, in Owner's use/misuse of the PSM. Owner hereby releases and holds harmless (and promises not to sue) the Released Parties and any of its partners, affiliated companies, subsidiaries, sponsors, suppliers, agents or employees, together with the owners, officers, directors, partners, agents, attorneys, and employees of any of the foregoing from any and all claims, demands, actions, causes of action, loss or liability arising out of or related to any loss, damages or injury, including death that Owner may sustain from Owner's use/misuse of the PSM. Owner is agreeing to this waiver and release on behalf of both Owner, and his/her heirs, devisees, legatees, beneficiaries, administrators, personal representatives, successors and assigns. Owner acknowledges that the Released Parties specifically disclaim any warranty as to the fitness of the PSM for any particular purpose. Owner waives all claims he/she has or may have in the future arising out of the breach of any such warranty, express or implied, including any implied warranty of merchantability or fitness for any particular use. Owner acknowledges that the PSM is considered an aftermarket module that is a modification of the stock power steering module and that the PSM may change the characteristic of the power steering. Owner acknowledges that there is a possibility that the power steering on the vehicle in which the PSM is installed may stop working at any time causing possible temporary loss of control of the vehicle. Use of the PSM is at the sole risk of the Owner. Owner further acknowledges that it is Owner's responsibility to inspect the PSM and determine that the PSM is suitable for operation.

4. Owner recognizes the inherent dangers and hazards involved in installing and using the PSM and operating and racing a vehicle in which the PSM is installed and that such activities can result in accidents, injuries or death. Owner hereby waives any rights Owner or Owner's estate may have or acquire against the Released Parties in case of accident or injury (including death) to Owner's person or property, recognizing the risk Owner is voluntarily assuming by utilizing the PSM in a vehicle.

**5. OWNER HEREBY ASSUMES ALL AND FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO THE PSM, USE OF THE PSM IN A VEHICLE OR OPERATION OF THE SAME.**