

# KEM-Performance, Inc.

## PRODUCT DISCLAIMER AND LIABILITY WAIVER

**This product is designed for off-road, competition use only. Use on state or federal highways is a violation of the EPA Clean Air Act.**

The Clean Air Act can be found at <http://www.epa.gov/air/caa/>. This document contains in detail what are considered to be violations of the CAA and corresponding penalties for failure to obey and should be read in full before signing this disclaimer and/or installing this off-road only use product. Ensuring that all emissions, noise/sound, and speed/use related laws are followed and are the responsibility of the buyer(s). Installation of this product indicates that this disclaimer has been read, acknowledged, and understood fully by both the buyer(s) and installer(s).

The buyer(s) assume all associated risk of the purchase and/or use of this product. "KEM-Performance, Inc." assumes no responsibility of any personal injury, death, or property damage associated with the use of this off-road only product. The buyer(s) assumes all responsibility of ensuring that all applicable speed and safety restrictions are followed during the use of this product. This includes staying within speed limits of tire rating, engine speed restrictions, and legal off-road use of the vehicle and associated product. The above is regardless of capabilities enabled by use of any "KEM-Performance, Inc." product. All local, state, and federal laws and ordinances must be adhered to during the use of the product. Determining the nature of these laws and ordinances is the responsibility only of the buyer(s).

Manufacturer vehicle warranties should be referred to before installation and use of this product. "KEM-Performance, Inc." shall not be held responsible for voidance of any manufacturer warranties. The vehicle manufacturer is to be referenced directly by the buyer(s) to determine what is or is not permissible under the manufacturer's warranty. The buyer(s) assume all possible damages and associated costs in the situation of manufacturer warranty voidance.

Installation, service, and use are solely the responsibility of the buyer(s) and installer(s) of the given product. "KEM-Performance, Inc." assumes no liability for personal injury or property damage due to misuse, improper installation, or service of the product. The buyer(s) and installer(s) assume all responsibility of ensuring that all instructions for installation and use are followed.

This product is capable of the following:

- I. Making the vehicle incompliant with local, state and federal emissions regulations.
- II. Making the vehicle capable of obtaining vehicle speeds unsafe for driving conditions.
- III. Making the vehicle capable of obtaining conditions exceeding safe vehicle speeds based on mechanical condition of the vehicle, such as tire speed ratings.
- IV. Making the vehicle capable of exceeding mechanical limits of engine speed, power output, and mechanical stress upon the powertrain, driveline, chassis, and body of the vehicle.
- V. Producing power and torque output(s) requiring superior driving skills and techniques in order to be safely applied.

It is the sole responsibility of the buyer(s) and user(s) of this product to be aware of these additional capabilities and adjust the installation and use of the product accordingly.

All other warranties express or implied, are not applicable for the purchase and use of this product. Failure of the product due to misuse or improper installation is specifically excluded from the Limited Warranty of this product. "KEM-Performance, Inc." will not be held liable for indirect, incidental and/or consequential damages caused by the purchase, installation, and/or use of the product.

**Signature of this disclaimer and waiver is necessary in order to receive Off Road or Race tunes/calibrations/products from KEM-Performance, Inc.**

**Signature of this disclaimer and waiver implies that the buyer(s) and all potential user(s) have read, understood, and accepted the contents and responsibilities of both the said disclaimer and federal EPA Clean Air Act linked and referenced herein.**

Printed name(s) of buyer(s)

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Address of buyer(s)

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City/State/ZIP Code

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Telephone

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E-Mail

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VIN of vehicle which product is used

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SIGNATURE of buyer(s)

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Date

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**Printed Name, Signature, and Address information contained above must match invoice information of Buyer.**