

# **ALL INCLUSIVE WAIVER OF LIABILITY FAST INTENTIONS, INC.**

## **WAIVER OF LIABILITY, AND HOLD HARMLESS AGREEMENT**

1. In consideration for purchasing and having installed ALL OFF-ROAD USE ONLY PRODUCTS, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE FAST INTENTIONS, INC., any of its and/or their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, and/or injury, including death, that may be sustained by me, or to any property belonging to me, or ANY OTHER PERSON, ENTITY, BUILDING OR STRUCTURE, ANY OTHER PERSON'S VEHICLE, PERSON, OR PERSONAL PROPERTY. I UNDERSTAND AND ACCEPT AND BEAR ANY AND ALL RESPONSIBILITY TO THE ACTIONS AND POSSIBLE REACTIONS OF SAID USE AND ACTIVITIES PROVIDED FOR HEREIN, AND IN CASE OMITTED, AND OTHER ACTIONS OR USE THAT MAY ARISE while operating my vehicle, or any other activity relating to the products that FAST INTENTIONS, INC. creates, builds and distributes, no matter where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS, DAMAGE AND/OR INJURY IS CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF ANY OR ALL OF THE RELEASEES, OR FROM DANGEROUS OR DEFECTIVE PROPERTY OWNED, CONTROLLED, USED OR MAINTAINED BY THEM, OR BECAUSE OF THEIR POSSIBLE LIABILITY WITHOUT FAULT or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
2. ANY AND ALL AUTOMOTIVE PARTS, WHETHER EXHAUST, TURBO CHARGER, INSTALLATION AND ALL OTHER AUTOMOTIVE PARTS PURCHASED BY ME FROM FAST INTENTIONS, INC. WILL BEAR NO WARRANTY, NO GUARANTEE OF OPERABILITY OR PERFORMANCE; INCLUDING WELDS, FLANGE INTEGRITY, SEAL INTEGRITY, MECHANICAL AND NON-MECHANICAL PARTS ALIKE, IF THE ITEMS PURCHASED ARE NOT INSTALLED BY FAST INTENTIONS, INC. OR ONE OF ITS AUTHORIZED INSTALLATION FACILITIES. THERE IS NO EXPRESSED WARRANTY OR GUARANTEE IF THE CUSTOMER OR ANY AGENT ON BEHALF OF THE CUSTOMER INSTALLS THE PRODUCTS. ALL WARRANTIES, STATED UNDER SEPARATE COVER AND AGREEMENTS OR NOTICES, WILL BE SUBJECT TO THOSE CONDITIONS. WHICHEVER AGREEMENT PREVAILS IN FAVOR OF FAST INTENTIONS, INC. WILL BE THE AGREEMENT OR NOTICE OF RECORD FOR THAT SPECIFIC PART OF THE CLAIM, AND IN NO WAY EXCLUDES THIS AGREEMENT IN ANY WAY, UNDER NO CIRCUMSTANCE. FURTHER, THIS EXCLUSION OF COVERAGE EXTENDS TO ANY POSSIBLE DAMAGE OR LONG-TERM EFFECT OF THE PARTS PURCHASED ON CUSTOMER VEHICLES, WHETHER INSTALLED OR NOT BY FAST INTENTIONS, INC. THERE IS NO GUARANTEE THAT THE PARTS PURCHASED WILL NOT CAUSE HARM TO VITAL ENGINE PARTS, OR OTHER VEHICLE SYSTEMS BECAUSE OF USE. USE OF THESE PRODUCTS MAY VOID MANUFACTURERS WARRANTY, WHICH IS ALSO NOT COVERED IN

ANY WAY, UNDER ANY CIRCUMSTANCE, BY FAST INTENTIONS, INC.

3. I am fully aware of the risks and hazards connected with the activities of driving a vehicle that has been modified from the original manufacturers intent of use and design, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me and others. I understand that FAST INTENTIONS, INC. does not require me to participate in this activity and that THIS PRODUCT PURCHASED FROM FAST INTENTIONS, INC., IS INTENDED FOR OFF-ROAD USE ONLY AND BEAR NO GUARANTEE OR IMPLIED WARRANTY AGAINST FAILURE OR USE IN ANY FORMAT, WHETHER ON OR OFF-ROAD, PROFESSIONAL OR ANY OTHER USE. I voluntarily assume full responsibility for any risks of loss, property damage, and/or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in the activities described herein, REGARDLESS OF WHETHER SUCH LOSS, DAMAGE AND/OR INJURY IS CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF ANY OR ALL OF THE RELEASEES, OR FROM DANGEROUS OR DEFECTIVE PROPERTY OWNED, CONTROLLED, USED OR MAINTAINED BY THEM, OR BECAUSE OF THEIR POSSIBLE LIABILITY WITHOUT FAULT or otherwise, to the fullest extent allowed by law.
4. I acknowledge that FAST INTENTIONS, INC. and any and all organizers, sponsors will use this Waiver and Hold Harmless Agreement or other parties participating in the described activities, and that it will govern my actions and responsibilities at such activities. I further acknowledge and agree that I will follow any and all rules stated, posted or otherwise made known to me by RELEASEES or the STATE that I currently reside in, and any county laws in locations that I will use the FAST INTENTIONS, INC. products.
5. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any and all loss, liability, damage, and/or costs, including court costs and attorneys' fees that RELEASEES may incur due to my participation in said activities, REGARDLESS OF WHETHER SUCH LOSS, DAMAGE AND/OR INJURY IS CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF ANY OR ALL OF THE RELEASEES, OR FROM DANGEROUS OR DEFECTIVE PROPERTY OWNED, CONTROLLED, USED OR MAINTAINED BY THEM, OR BECAUSE OF THEIR POSSIBLE LIABILITY WITHOUT FAULT or otherwise, to the fullest extent allowed by law.
6. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of CALIFORNIA and that any mediation, suit, or other proceeding must be filed or entered into only in

CALIFORNIA and the federal or state courts of CALIFORNIA. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

7. This waiver shall be construed broadly, so as to provide a release and waiver to the maximum extent permitted by law.

**IN PURCHASING THIS PRODUCT THROUGH THE FASTINTENTIONS.COM WEBSITE, THROUGH EMAIL COROSPONDENCE WITH ANY AND ALL FAST INTENTIONS, INC. REPRESENTATIVES, OR OVER THE TELEPHONE WITH ANY AND ALL FAST INTENTIONS, INC. REPRESENTATIVES, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, ALL THREE (3) PAGES, understand it and consent to it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; I am able to read and understand English fully as a primary language; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.**

I HEREBY CERTIFY that I have appropriate personal use license and insurance to cover any all incidents that arise out the activities described herein, and that such coverage is more than adequate to cover any personal loss that I or my family or any other person not related to me may have in result of the use of the products described herein.