



## **LIABILITY RELEASE, WAIVER, AND AGREEMENT FOR REMOTE TUNING/TROUBLE SHOOTING SERVICE BY KO RACING, INC.**

I, the undersigned, would like to utilize the services, and expertise of KO Racing, Inc. for my automobile via remote access through the internet to tune and/or troubleshoot issues I have with my vehicle.

I understand that due to the nature of testing and changes to be performed on my automobile by KO Racing, Inc. and its representatives or agents there is potential risk of damage to my automobile and its performance and I am assuming this risk.

I agree as stated below, to release, indemnify, and hold harmless KO Racing, Inc. and its employees or agents from all liability due to the testing and remote service work to be performed on my automobile. In no event or under no circumstances shall KO Racing, Inc. be liable for special, incidental, consequential, or punitive damages, including, without limitation, damage to other property, inconvenience, loss of goodwill, lost profits or revenue, loss of use of my automobile, cost of a substitute automobile, down time costs, other equipment costs, or any other legal theory. To the extent permitted by law, I agree that KO Racing, Inc.'s total liability, and my total recovery, for any damage to my automobile arising out of my use of the services by KO Racing, Inc. shall not exceed the total amount I paid for the services.

I understand that KO Racing, Inc. offers no warranty of any kind whether expressed or implied as to the results of utilizing their services and is offering their paid-for services on a time basis only. I understand due the nature of the remote services being performed, that a complete and total cost to tune and trouble shoot problems on my vehicle can not be given as a fixed price and agree to pay by the hour for work done by KO Racing, Inc. at their standard labor rate.

I promise that my vehicle is in good operating condition and is in no way a danger to either personnel, or property, the public at large, and safe and legal to operate during the testing and remote services performed on my vehicle.

I also promise that by entering into this service agreement with KO Racing, Inc. I will not seek alternate services while we are engaged in this remote service work. If I want to conclude or end this agreement for remote services, it must be by my request and must be accompanied by payment for any outstanding balance due for time spent by KO Racing, Inc. KO Racing, Inc. at its discretion may terminate this agreement at any time and for any reason.

**I understand this is an important legal document and I have read and understand the entire release before signing below.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Vehicle Make** \_\_\_\_\_ **Model** \_\_\_\_\_ **Year** \_\_\_\_\_