

**ACKNOWLEDGMENT OF LEGALLY APPROVED CLOSED-COURSE USE
AND RELEASE, ASSUMPTION OF RISK AND INDEMNITY**



85 N Silicon Dr, Pueblo West, CO 81007
Phone: 1-866-631-8518 / Fax: 1-719-924-1139

**READ THIS WAIVER IN FULL BEFORE SIGNING. IF YOU ARE UNCLEAR OR DO NOT AGREE
TO ANY PART OF THIS DOCUMENT DO NOT SIGN.**

The Buyer(s) assumes all associated risk of the purchase and/or use of this product. "Elite Diesel Engineering" assumes no responsibility of any personal injury, death, or property damage associated with the use of this product. The Buyer(s) assume all responsibility of ensuring that all applicable speed, safety, and emission restrictions are followed during the use of this product. Determining the nature of these laws and ordinances is the responsibility of the Buyer(s).

Manufacturer Limited Vehicle Warranties should be referred to before installation and use of this product. "Elite Diesel Engineering" shall not be held responsible for voidance of any warranties. The vehicle manufacturer is to be referenced directly by the Buyer(s) to determine what is or is not permissible under the applicable warranty. The Buyer(s) assume all possible damages and associated costs in the situation of warranty voidance.

Installation, service, and use are solely the responsibility of the Buyer(s) and Installer(s) of the given product. "Elite Diesel Engineering" assumes no liability for personal injury or property damage due to misuse, mis-installation, or improper service of the product. The Buyer(s) and Installer(s) assume all responsibility of ensuring that all proper instructions for installation and use are followed.

"Elite Diesel Engineering" will not be held liable for indirect, incidental, and/or consequential damages caused by the purchase, installation, and/or use of the product.

**REGARDING DEVICES THAT MODIFY EMISSIONS CONTROL SYSTEMS, I.E. EXHAUST GAS
RECIRCULATION (EGR) OR DIESEL PARTICULATE FILTER (DPF) OR CATALYTIC
CONVERTER SYSTEMS.**

This product is designed for closed-course, competition use only. Using this product on state and federal roads is a violation of the United States Environmental Protection Agency (EPA) Clean Air Act (See it at <http://www.epa.gov/air/caa/>). Before installing this product and signing this disclaimer read the Clean Air Act to make sure your intended use of this product is not a violation. Signing this document indicates that this disclaimer has been read and fully understood by both the Buyer(s) and Installer(s).

Diesel Particulate Filter (DPF), Exhaust Gas Recirculation (EGR), and Catalytic Converter systems are important devices that reduce harmful emissions. If your vehicle was equipped from the manufacturer with any of these components it is illegal to modify or remove them for anything other

purpose than closed-course/competition use. Any product that modifies any one of these systems can only be used in a closed-course manner that does not violate the EPA Clean Air Act.

By signing below, I hereby and agree and acknowledge:

1. I have asked Elite Diesel Engineering to sell me a high performance, emissions modifying device (such as those intended to remove or modify DPF, EGR, and Catalytic Converter Systems) for my vehicle or a vehicle which I am responsible for repairing or modifying.
2. I am aware that any emission modifying device (such as those intended to remove or modify DPF, EGR, and Catalytic Converter Systems) is for use only in closed-course situations that do not violate any laws applicable in my area and may not be used for any other purpose.
3. By signing below, I represent and warrant that I am purchasing an emission modifying device (such as those intended to remove or modify DPF, EGR, and Catalytic Converter Systems) for the sole purpose of installing it on a vehicle that will only be used in closed-course situations that do not violate any laws applicable in my area. I also represent and warrant that I have no intention of using the vehicle in any other situations.
4. I have indicated to Elite Diesel Engineering that I am aware that if I violate this agreement and use the modified vehicle for any other use than closed-course situations that do not violate any laws applicable in my area, the vehicle will be in violation of emission standards causing it to fail emission compliance testing and I will be subject to penalties and fines. The undersigned assumes all responsibility for the foregoing.
5. I have indicated to Elite Diesel Engineering that I am aware that installation of any part that is not a manufacturer approved replacement may void vehicle and engine warranties. Products sold by Elite Diesel Engineering are not manufacturer approved and may void these warranties. The undersigned assumes all responsibility for the foregoing.
6. I understand that I must destroy the original emissions label on the vehicle upon installation of any emissions modifying device (such as those intended to remove or modify DPF, EGR, and Catalytic Converter Systems), or I acknowledge that I have already destroyed the original emissions label.

THEREFORE, in consideration of Elite Diesel Engineering to sell me a high-performance, emissions modifying device (such as those intended to remove or modify DPF, EGR, and Catalytic Converter Systems), I, on behalf of myself, and my successors, assigns and affiliates (collectively the "Releasing Parties"), hereby release and forever waive and discharge Elite Diesel Engineering and its affiliates, successors, assigns, directors, officers, agents, representatives, employees and equipment manufacturers and distributors (collectively the "Release Parties"), both jointly and severally, from any and all actions, covenants, claims and demands for damages or injuries (to the vehicle or any person or other property), and claims for penalties, fines or other actions taken by any governmental authority, however arising, which may have been or may be sustained by, or in any way relating to or arising out of, any emissions modifying device (such as those intended to remove or modify DPF, EGR, and Catalytic Converter Systems) including, without limitation, any claims related to failure to meet emissions standards, failure to use the vehicle solely for legally approved closed-course use, and voided warranties. I hereby desire and agree to assume all risks and consequences associated with the use of the product purchased from Elite Diesel Engineering.

I FURTHER agree to indemnify and hold harmless the Released Parties from any and all actions, covenants, claims and demands for damages or injuries, costs or losses, injuries (to my vehicle or any person or other property), and claims for penalties, fines or other actions taken by any governmental authority, however arising, which may have been or may be sustained by, or in any way relating to or

arising out of, emissions modifying devices (such as those intended to remove or modify DPF, EGR, and Catalytic Converter Systems) including, without limitation, any claims related to failure to meet emissions standards, failure of the vehicle to be used solely for legally approved closed-course use, and voided warranties.

IN WITNESS WHEREOF, I executed this Representation for Legally Approved Closed-Course Use Only and Release, Assumption of Risk and Indemnity having fully read and understood it and willingly agreeing to and acknowledging all of its terms.

Printed Name of Buyer(s) _____

Address of Buyer(s) _____

City/State/ZIP Code _____

Telephone _____

Signature _____