

Everyday Performance LLC • Liability Waiver

RELEASE OF LIABILITY

Read this document (the "Release of Liability") carefully. This release agreement will affect your legal rights and will limit or eliminate your ability to bring a future lawsuit.

I, the Buyer, understand and appreciate that Everyday Performance LLC ("Seller") services, reconditions and rebuilds decades-old automotive parts, that unless otherwise specified these parts are not in new nor remanufactured condition when purchased from Everyday Performance LLC, that these serviced, reconditioned and/or rebuilt parts are used and sold **AS-IS**, and that no warranty, express or implied, is given for the parts or any services provided by the seller.

I, the Buyer, do hereby agree that Everyday Performance LLC has no control over the installation and use of the parts once sold. I also understand that Everyday Performance LLC highly recommends that certified professionals install all parts that it sells. I, the Buyer, agree that I rely on my own skill and judgment in evaluating the installation of parts bought from Everyday Performance LLC, and I agree that I am solely responsible for the part's use.

I, the Buyer, agree to hold the Seller (Everyday Performance LLC) harmless from, and hereby assume the entire responsibility and liability for, any and all damage or injury of any kind or nature whatever, including death, as to all persons, whether Buyer's employees, agents or otherwise, and as to all property, including Buyer's own property, caused by, resulting from, arising out of, or occurring in connection with the use by Buyer or any other person, of any parts serviced by and or purchased from Everyday Performance LLC.

I, the Buyer, agree that if any person makes a claim for any damage or injury, including death, resulting from the use of the parts or services Buyer purchased from Seller, whether based upon Seller's alleged active or passive negligence, or based upon principles of product liability, or based upon any alleged breach of any statutory/contractual or common law duty or obligation Seller may have, I shall defend, indemnify and hold harmless Seller, its agents, servants and employees, from and against any and all loss, expense, damage or injury that Seller may sustain as a result of any such claim.

I, the Buyer, agree that this agreement shall be governed by the law of the state of Connecticut and that in the event of a dispute between Buyer and Seller that exclusive jurisdiction and venue of such dispute resides in the courts of the State of Connecticut to the exclusion of all other jurisdictions.

Having read this agreement and knowing these facts and in consideration of Seller accepting my purchase, I, the Buyer, for myself and anyone entitled to act on my behalf, waive and release Everyday Performance LLC, its members, shareholders, officers, directors, agents, volunteers and employees, from all claims or liabilities of any kind arising out of the installation and or use of parts sold and or serviced by Everyday Performance LLC even though that liability may arise out of negligence or carelessness on the part of the Seller.