## Raceskinz<sup>TM</sup> Brand Product Disclaimer

## **DISCLAIMER**

This Catalyst Industrial Marking, Inc. Product Sold as the Raceskinz<sup>TM</sup> Brand product ("this Product") is designed, and intended, only for cosmetic purposes. The person or entity buying this Product and/or using this Product [even if different from such buyer] (the "User") agrees to use This Product solely for the purpose of cosmetic enhancement, Catalyst Industrial Marking, inc. (Raceskinz<sup>TM</sup>) makes no claims of enhanced performance, safety, or structural benefit resulting from the purchase, installation and usage of this Product.

Use of this Product in the Vehicle on public highways, streets, private roadways, and other roads does not imply any safety benefit. The User must review and comply, and is solely responsible for reviewing and complying with, all applicable laws in connection with User's installation and use of this Product with the Vehicle The User understands that this Product excludes the usage of rear passengers of any kind.

Use of this Product may violate warranties from the manufacturer of the Vehicle or from others. The User must review and comply, and is solely responsible for reviewing and complying, with the terms and conditions of any such warranty.

Use of this Product may make the Vehicle unsafe, and may lead to personal injury or property damage. The User must ensure, and is solely responsible for ensuring, the proper installation of this Product in the Vehicle in a manner compatible with other components of the Vehicle, and in accordance with the written instruction manual of this Product, in accordance with industry standards and in a good and workmanlike manner, and in accordance with applicable law.

The User must ensure, and is solely responsible for ensuring, the proper, legal, and safe use of the Vehicle. Use of the Product in the Vehicle is at the sole risk and discretion of the User. The User acknowledges that motorsports, racing, and other competitions are dangerous and may cause death, other personal injury, or property damage.

Except as expressly provided in the written Limited Warranty from Catalyst Industrial Marking, Inc. for Raceskinz<sup>TM</sup> Brand issued for this Product, and to the greatest extent provided by applicable law, this Product is sold on an AS IS, WHERE AS, and WITH ALL FAULTS basis, and Catalyst Industrial Marking, Inc. disclaims any and all warranties of any kind, whether express or implied, relating to this Product, including without limitation any implied warranty of merchantability, any implied warranty of fitness for a particular purpose, any warranty as to success in races or other competition, any safety benefits, or any warranty made by any distributor or other third party. Any such Limited Warranty is conditioned upon the User's compliance with the terms and conditions of this Disclaimer.

To the greatest extent provided by applicable law, the User, for himself/herself/itself and his/her/its heirs, personal representatives, successors, and assigns, hereby releases, discharges, indemnifies, and holds harmless Catalyst Industrial Marking, Inc. and its agents, employees, officers, managers, members, subsidiaries, parents, successors, and assigns ("Catalyst Industrial Marking, Inc. Parties") from any and against any and all claims, causes of action, damages, injuries, losses, expenses, attorneys fees, and harm of any kind, whether or not foreseeable, directly or indirectly relating in whole or part to the use or installation of this Product in violation of the terms and conditions of this Disclaimer, any Raceskinz<sup>TM</sup> manual, directions, or instructions, and applicable law, any use of the Vehicle in violation of the terms and conditions of this Disclaimer and applicable law, and any other use of the Vehicle, regardless of the acts or omissions, whether negligently or otherwise occurring, of any Catalyst Industrial Marking, Inc. Party. To the greatest extent provided by applicable law, each Catalyst Industrial Marking, Inc. Party will not be liable for, and the User waives any right to seek against any Catalyst Industrial Marking, Inc. Party, any consequential, indirect, special, statutory, exemplary, punitive, or incidental damages caused by the installation or use of this Product, and the liability of the Catalyst Industrial Marking, Inc. Parties in the aggregate will be limited to the standard retail purchase price of this Product.

Installation or other use of this Product constitutes the User's acknowledgement that the User has read and understand the warnings, cautions, terms and conditions in this Disclaimer and that the User agrees and consents to the terms and conditions of this Disclaimer; OTHERWISE DO NOT INSTALL OR USE THIS PRODUCT.

You may sign and accept this disclaimer electronically at <a href="www.raceskinz.us.com">www.raceskinz.us.com</a>. If you do not have internet access you can print this form and fill out the section below. All fields are required to complete this sale and ship this Product. Once complete, fax this form to Catalyst Industrial Marking, Inc. at 702-643-2868.

I have read and understand			
Signature	C	_ date / / .	
of parent or guardian (if und	er 18 years old)	Jale / /	Signature
Name:	Date of Birt	th:	
Phone Number:			
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