

HANS DEVICE ADULT RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, & PRODUCT/SAFETY WARNING AGREEMENT

As a condition to the receipt & use of any HANS® Device or associated accessories, whether described as new, used or as described by any other word or phrase, in activities or events or sports, at each & every instant now & in the future, I, for myself and/or on behalf of my personal representatives, heirs, spouse, guardians, legal representatives, executors, administrators, successors & assigns & next of kin agree to the following:

PRODUCT/SAFETY WARNINGS - Hereby agree & acknowledge that I shall be intimately familiar with, & SHALL CAREFULLY READ ALL WARNING LABELS & TAGS & INSTRUCTIONS, ALONG WITH THE WRITTEN TERMS & CONDITIONS OF THE SALE/PURCHASE, PRIOR TO COMPLETION OF THE SALE/PURCHASE of any HANS Device or associated accessories. I affirmatively represent & agree that I have been fully & completely informed about the product & safety hazards & risks & dangers associated with the use thereof. I have been provided complete & full information about the proper use, implementation, & maintenance of the HANS Device and/or associated accessories. I acknowledge that I have been given ample time & opportunity to review & evaluate the product(s) & all accompanying materials & documentation. I also acknowledge that copies of this agreement & all other documentation accompanying the HANS Device and/or associated accessories have been offered to me & are available to me for my personal review on my own time. I agree & understand that NO INFORMATION OR DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH A HANS DEVICE OR ASSOCIATED ACCESSORIES IS INTENDED TO BE A PROMISE, GUARANTEE OR WARRANTY OF MY SAFETY OR WELL-BEING. **I FURTHER UNDERSTAND THAT NO PRODUCT CAN PROTECT ME FROM ALL RISK OR INJURY OR DEATH OR PROPERTY DAMAGE IN THE ACTIVITIES, EVENTS, OR SPORTS, NOTABLY (WITHOUT LIMITATION) MOTORSPORTS.** The subject HANS Device and/or associated accessories will not & cannot protect me from injury or damage under all circumstances, & I acknowledge that it is not possible to predict every possible situation & risk & danger associated with use of the HANS Device and/or accessories in any particular activity or event or sport.

WAIVER & RELEASE - Hereby **RELEASE, WAIVE, DISCHARGE & COVENANT NOT TO SUE** Hubbard/Downing, Inc., d/b/a HANS Performance Products, Downing/Atlanta, Inc., Biomechanical Design, Inc. & each of their affiliated owners, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, sponsors, & affiliated organizations & entities ("RELEASEES"), **FROM ALL LIABILITY FOR ALL LOSS OR DAMAGE & EVERY CLAIM OR CAUSE OF ACTION OF ANY KIND ("LIABILITY")**, including based on a contract or breach of warranty or the **NEGLIGENCE** of the RELEASEES or otherwise, arising out of or related to this agreement or its enforcement or my use of any HANS Device or associated accessories in any activity, event, or sport. This agreement encompasses LIABILITY for all **BODILY INJURY, DEATH OR PROPERTY DAMAGE** arising out of or related to such use.

NO WARRANTY OR REPRESENTATION - Hereby agree & understand that **RELEASEES MAKE NO WARRANTY OR REPRESENTATION OF ANY KIND AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE** as to any HANS Device or associated accessories. I further agree & acknowledge that the presence or absence of any certification, for any reason (including the age or condition of a HANS Device or accessory), & my participation or non-participation in any certification process, will & does not change any provisions of this agreement or their enforcement. **RELEASEES MAKE NO STATEMENTS OR OPINIONS OR EVALUATIONS AS TO THE POTENTIAL EFFECTIVENESS OR PERFORMANCE** in connection with my use of a HANS Device or associated accessories in any particular circumstance or situation.

EXPRESS ASSUMPTION OF THE RISK - Hereby acknowledge that using a HANS Device or associated accessories & the activities & events & sports in which it/they are used, notably (without limitation) motorsports, is **EXTREMELY DANGEROUS & CAN RESULT IN SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE.** This agreement also constitutes an express & **CONTRACTUAL ASSUMPTION OF ALL RISKS & DANGERS ASSOCIATED WITH THE AFOREMENTIONED USE & ACTIVITIES & EVENTS & SPORTS**, which includes, but is not limited to, the risk/danger of crashing and/or colliding with other participants, spectators, & natural or manmade objects and/or being struck by other participants or equipment, & **THE RISK OF SUFFERING SERIOUS, DEBILITATING, OR FATAL INJURIES TO MY HEAD & NECK AND/OR OTHER PARTS OF MY BODY, & THE RISK OF BECOMING PARALYZED OR PERMANENTLY SERIOUSLY DISABLED.** I agree & understand that any HANS Device or associated accessories are intended for use in activities that are **INHERENTLY DANGEROUS & RISKY**, & that I voluntarily use said HANS Device or accessories with knowledge of those inherent dangers & risks. I also understand & agree that using a HANS Device or associated accessories does not eliminate, alter, or marginalize the inherent risks & dangers.

Hereby furthermore acknowledge & agree that **THERE MAY BE UNDEFINED & PRESENTLY UNKNOWN RISKS & DANGERS** associated with use of a HANS Device or associated accessories & the affiliated activities &

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events & sports, & that I expressly assume said risks & dangers. Moreover, I acknowledge & agree that there may be significant & substantial risks & dangers associated with or arising out of the improper and/or uninformed and/or non-complying use of a HANS Device or associated accessories. **IT IS MY RESPONSIBILITY TO BECOME FAMILIAR WITH THE PRODUCTS & ITS PROPER USE, OPERATION, IMPLEMENTATION, & MAINTENANCE, & I ASSUME THE RISKS & DANGER RELATED THERETO.** I agree & acknowledge that any HANS Device or associated accessories, & any third-party equipment relating to any HANS Device or associated accessories, must be installed, used & maintained as described in the manufacturer's instructions, as may be revised from time to time. I understand that instructions will accompany the product(s) & that I should contact RELEASEES should I have any doubt or questions about said instructions.

TRANSFER - Hereby agree that in the event that I intend to loan, sell, transfer or gift the subject HANS Device or associated accessories to any third party at any time, I shall notify RELEASEES of said intent prior to the completion of the transaction. Said notice shall be delivered to the following location: HANS Performance Products, 5096 Peachtree Road, Atlanta, Georgia 30341. (770) 457-1046 Telephone. (770) 458-6118 Facsimile. Additionally, in the event of such a transfer, I also agree to obtain from RELEASEES a current copy of its "**HANS DEVICE RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, & PRODUCT/SAFETY WARNING AGREEMENT**" & shall require the transferee to duly sign & complete the agreement prior to the completion of the transfer. The signed agreement will then immediately be delivered to RELEASEES at the foregoing location.

INDEMNITY - Hereby acknowledge & agree that the RELEASEES are acting in reliance upon this agreement & the rights & obligations & limitations set forth therein, without which no sale or transfer of a HANS Device or associated accessories, at each & every instant now & in the future, would occur. I ALSO HEREBY AGREE TO **DEFEND, INDEMNIFY & SAVE & HOLD HARMLESS** THE RELEASEES FROM ANY LIABILITY, INCLUDING FROM COURT COSTS & ATTORNEYS FEES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS ENFORCEMENT OR MY USE OF A HANS DEVICE OR ASSOCIATED ACCESSORIES IN ACTIVITIES OR EVENTS OR SPORTS.

Hereby acknowledge & agree that in the event I violate the aforementioned prohibitions & restrictions regarding the loaning, sale, transfer or gifting of the subject HANS Device or associated accessories, I agree to **DEFEND, INDEMNIFY & SAVE & HOLD HARMLESS** the RELEASEES from any & all LIABILITY of any kind, including costs & attorneys fees, arising out of or related to injury, death or property damage from use of the HANS Device or associated accessories by the third party transferee/user. This specifically includes LIABILITY for claims arising out of contract, breach of warranty, negligence or otherwise.

Hereby accept all terms set forth herein & acknowledge this is the complete agreement between the parties regarding these issues & that **NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT.** If any portion of this agreement is held to be invalid or overly broad, the entire agreement will not be invalidated; rather, the remainder of the terms & conditions of the agreement shall be enforced & the agreement will be deemed modified so as to be applied to the fullest extent permitted by applicable law.

This agreement shall be deemed entered into in the State of Georgia & shall be governed & interpreted by the laws of the state of Georgia of the United States. **I HAVE COMPLETELY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, & UNDERSTAND THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS.**

_____	_____
User (Print Name & Sign)	User Date of Birth
_____	_____
Witness (Print Name & Sign)	HANS Device Serial #
_____	_____
User's Address	
_____	_____
User's Telephone	Date
_____	_____
Location of Purchase (Name & Address)	