I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby agree and understand that:

There are potential risks and dangers that are involved with engine management tuning. Tuning is a test of the mechanical limits of my vehicle and can cause failure to components. It is strictly intended for offroad use and Spurgeon Automotive Solutions LTD. cannot and will not be held responsible for any issues that may or may not be caused by “tuning.” Any damage incurred before, during, or after the vehicle is being operated on, and tuned is in no way shape or form fault or responsibility of Spurgeon Automotive Solutions LTD. Any damage to the customers vehicle, or the vehicles transmission, transfer assembly, engine, tires, clutch, brakes etc. is the sole responsibility of the vehicle(s) owner.

Situations can arise during the tuning that is beyond the control of the tuner. I am aware of the potential risks involved with dyno or street testing / tuning, reflashing, recalibrating, or modifying the ECU (or related components) and that I waive any and all claims now or in the future at ant point, against Spurgeon Automotive Solutions LTD. Vehicles worked on in person will undergo a brief pre-­tune inspection, but the car is otherwise ready to be tuned. Any time that is spent with repairs and/or modifications of the vehicle to appropriately complete the tuning that have any cost, will be added to the customers bill. Such work needed for the vehicle to be deemed safe to tune, reflash, recalibrate, test, modify or tune or any variation of this, will be at the discretion of Spurgeon Automotive Solutions LTD. The customer will be notified of any extra fees, costs, encumbrances, prior to the process beginning. If the customer does not agree to bring the vehicle into a safe and operational condition, they will forfeit all deposits and compensate Spurgeon Automotive Solutions LTD. For their time spent during the inspection. This cost will be a minimum of 1 hour of labor at $185/hr, and a maximum of 2 hours of labor at $185/hr for any vehicle that is not considered a Highline or Exotic vehicle. The customer will be required to pay for any specialty hardware that was ordered for the vehicle for the purpose of recalibration. If dyno rental time was also scheduled with one of our dyno partners, the customer will be required to pay the partner half of their total quoted time at the applicable rate.

Any vehicles that are not operated, worked, on, recalibrates, or retuned by Spurgeon Automotive Solutions LTD in person, will not be subject to the inspection portion however will still remain the full and sole responsibility of the customer/owner of the vehicle and not us.

If there is a failure with the hardware or equipment used to tune that prevents tuning of the vehicle, the customer will not be responsible for the tune however will any “credits” “tokens” or vehicle specific licensing will have to be paid and can be redeemed at a later date at no cost to the customer when the hardware or equipment is restored to operational condition to complete the customers work.

ALL OF OUR TUNING AND RECALIBRATION SERVICES ARE FOR OFF ROAD USE ONLY. WE AT SPURGEON AUTOMOTIVE SOLUTIONS LTD DO NOT OFFER ANY PRODUCTS TO BE USED TO VIOLATE ANY LOCAL, STATE, FEDERAL, MUNICIPAL OR ANY OTHER TYPE OF LAW. THE MISUSE OF ANY PRODUCTS THAT ARE SOLD BY SPURGEON AUTOMOTIVE SOLUTIONS LTD IS STRICTLY PROHIBITED AND THE CUSTOMER WILL BEAR ALL CONSEQUENCES IN PERMANENCE SOLEY THEMSELVES. THE CUSTOMER IS REQUIRED TO BE AWARE OF ALL APPLICABLE LAWS AND ENSURE THAT THEY CONFORM TO THEM COMPLETELY.

ALL OF OUR CALIBRATIONS AND HARDWARE ARE SPECIFIED AS “OFFROAD ONLY” AND WE SPURGEON AUTOMOTIVE SOLUTIONS LTD DOES NOT TAKE ANY RESPONSIBILTY FOR CUSTOMERS LOCAL OR STATE LAWS OR ANY WARRANTY COMPLICATIONS. USE US STRICTLY AT CUSTOMERS RISK AND UNDERSTANDING THAT ANY AND ALL CONSEQUENCES NOW, OR IN THE FUTURE THAT MAY ARISE AT ANY POINT, ARE THE RESPONSIBILITY OF ONLY THE CUSTOMER.

I hereby acknowledge that I am aware of the potential risks involved with Dyno testing / tuning and that I waive any and all claims past present and future against Spurgeon Automotive Solutions LTD., its employees, directors, officers partners and affiliated for ANY damage to my vehicle as a result thereof.

**FAILURE TO SIGN AND EMAIL THIS DOCUMENT BACK WILL DELAY THE RECALIBRATION PROCESS UNTIL DOCUMENT IS SIGNED AND EMAILED BACK TO** JOEL@SPURGEONAUTOMOTIVESOLUTIONS.COM

\*\*\*\*If you do not understand and or agree with this information, do NOT sign it, and please contact us so we can discuss it with you further.\*\*\*\*

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_/\_\_\_/\_\_\_\_\_

***We thank you and appreciate your cooperation and understanding!***

-Spurgeon Automotive Solutions LTD.

*Dyno Tuning and Operating Release Form:*

I hereby authorize and release the dynamometer tests and/or service work to be done along with the necessary materials, parts and labor and hereby grant Okura Engineering, LLC and its employees permission to operate the vehicle or combustion engine herein described in the document below on the dynamometer, for the purpose of testing. I hereby acknowledge and voluntary release and forever discharge, Okura Engineering, LLC and its employees, directors and officers from any and every claim, demand, action or right of action of whatever kind of nature, either in law or equity, arising from or by reason of any bodily or personal injury, death or property damage, known or unknown, resulting to or resulting from the owners/operators of dynamometer test equipment. This release also includes, but is not limited to, any claim against Okura Engineering, LLC for first aid, medical treatment or services rendered during participation in the test of this vehicle.

Testing and tuning on the Dyno will push your vehicle to its mechanical limits. It is your responsibility to ensure that your car is in good working order and capable of handling the stresses incurred when your car’s limits are reached. Okura Engineering, LLC and its employees, directors and officers are in no way responsible for ANY damage to your vehicle incurred before, during or after your vehicle is operated on the Dyno.

I hereby acknowledge that I am aware of the potential risks involved with Dyno testing / tuning and that I waive any and all claims against Okura Engineering, LLC, its employees, directors and officers for ANY damage to my vehicle as a result thereof.

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_/\_\_\_/\_\_\_\_\_