

RELEASE OF LIABILITY WAIVER

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Read carefully this affects your legal rights

In exchange for participation in the Small Off-Road Engine (SORE) zero-emission equipment program organized by the California Air Resources Board (CARB) and/or use of the products and equipment provided by CARB, I _____, agree for myself and my employees, subcontractors, and agents, to the following:

- 1. AGREEMENT TO FOLLOW MANUFACTURER DIRECTIONS:** I agree to observe and obey all manufacturer instructions, directions, and warnings, and agree to follow any oral instructions or directions given by the employees, representatives, or agents of CARB.
- 2. ASSUMPTIONS OF THE RISKS AND RELEASE:** I recognize that there are certain inherent risks associated with the use of the products and equipment provided by CARB and I assume full responsibility for personal injury to myself and (if applicable) my employees, and further release and discharge CARB for injury, loss or damage arising out of my or my employee's use of the products and equipment, whether caused by the fault of myself, my employee's, or other third parties. I further recognize that the products are provided as-is¹ and that CARB makes no express or implied warranty about the quality, safety, or state of repair of the products, or fitness for any particular purpose.

I have read this document and understand it. I further understand that by signing this release, i voluntarily surrender certain legal rights.

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|------------|-------|
| Signature: | Date: |
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California Uniform Commercial Code, §10214, subd. (b), allows for the inclusion of wording such as "as is" to exclude any implied warranties.
