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### Dynamometer Agreement

#### 1. Use of Dynamometer; Assumption of Risk

- The chassis dynamometer subjects the engine and drivetrain to inertial or static loads to simulate road conditions and determine horsepower output. If the vehicle's systems or engine are pushed beyond their limits, damage can occur. Customer assumes all risks and liability for any loss, damage, injury, or death arising from the use of the dynamometer. HMI is not liable for any damage to the vehicle from its operation. Only HMI personnel or those authorized by HMI may operate the Dynamometer.

#### 2. Authorization and Release

- Customer authorizes HMI to operate the vehicle on the Dynamometer and releases HMI from any claims for injury, death, or property damage resulting from its use. Customer is responsible for ensuring the vehicle is in good working order.

#### 3. Indemnification; Loss or Damage

- Customer indemnifies HMI against all liabilities and claims arising from the use of the Dynamometer and compensates HMI for any related expenses. HMI is not liable for loss, damage, or theft of the vehicle or its contents.

#### 4. Arbitration

- Disputes will be resolved by binding arbitration in Orange County, California, under California law.

#### 5. Severability

- If any provision is invalid, the rest of the Agreement remains in effect.

#### 6. Modification

- Changes must be in writing and signed by both parties.

#### 7. Miscellaneous

- HMI's waiver of any requirement or right is not a waiver of any other requirement or right.

#### 8. Entire Agreement

- This Agreement is the final and exclusive statement of all terms, superseding prior agreements. By signing, Customer acknowledges understanding and accepting all terms.

Date: \_\_\_\_\_

\_\_\_\_\_  
Customer Name (Print)

\_\_\_\_\_  
Customer Signature