

**ZFG RACING LLC
COMPETITION USE WAIVER**

This COMPETITION USE WAIVER (the “**Agreement**”) is made and effective as of the latest date signed below (the “**Effective Date**”), by and between ZFG RACING LLC, a Wisconsin limited liability company (“**Company**”) and _____ (“**Customer**”).

Background

A. Customer wishes to purchase a product from Company that is labeled as "Competition Use Only" or "Track Use Only," and such products are not intended for use on any vehicle driven on public roads.

B. This Agreement more specifically sets forth the terms by which Company will sell products labeled as "Competition Use Only" or "Track Use Only" to Customer.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreement

1. Competition Use Only. The parties acknowledge and agree that all products labeled or marked as "Competition Use Only" or "Track Use Only" are products manufactured by Company or others, which are not intended for use on any vehicle driven on public roads, and such products are marketed and sold by Company for installation on vehicles to be used solely for competition motorsports (“**Competition Use Only Products**”).

2. Representation and Warranty of Customer. Customer represents and warrants to Company that Customer shall purchase Competition Use Only Products from Company only for installation on vehicles to be used solely for competition motorsports, and that Customer will not use Competition Use Only Products for any other purpose, including installation on vehicles used on a public road or highway.

3. Clean Air Act. Customer acknowledges that if a Competition Use Only Product is installed on a vehicle and that vehicle is used on a public road or highway, such vehicle may be considered in violation of the Clean Air Act and Customer may be subject to civil penalties.

4. Waiver and Release. Customer releases and holds harmless Company and its current and former agents, officers, members, employees, insurers, attorneys, subsidiaries, licensees, affiliates, representatives, heirs, successors, and assigns from any and all liabilities, actions, causes of action, contentions, demands, damages and claims, in law or in equity relating to or arising from Customer's purchase of a Competition Use Only Product from Company.

5. Indemnification. Customer agrees to defend and indemnify Company and its current and former agents, officers, members, employees, insurers, attorneys, subsidiaries, licensees, affiliates, representatives, heirs, successors, and assigns and hold them harmless from and against any and all claims, liability, losses, damages, costs, expenses (including reasonable outside attorneys' fees), judgments and penalties arising out of, resulting from, based upon or incurred because of a breach by Customer of any representation, warranty and/or agreement made by Customer in this Agreement.

6. Binding Effect. This Agreement shall be binding upon the parties and their respective successors in interest.

7. Severability. If any provisions of this Agreement shall under any circumstance be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted,

and the rights and obligations of the parties will be construed and enforced accordingly.

8. Waiver. No waiver by any party of a breach of any of the provisions of this Agreement by any of the parties shall be deemed a waiver by such party of any subsequent breach.

9. Governing Law. This Agreement shall be subject to the laws of the state of Wisconsin.

10. Counterparts and Electronic Signatures. This Agreement may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act and any applicable state law. Any document accepted, executed, or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

11. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the transaction described herein, and all prior agreements, correspondence, discussions, and understandings of the parties are merged with and made a part of this Agreement.

12. Free Will and Volition. Customer represents and warrants that (a) Customer has carefully read the provisions of this Agreement; (b) Customer fully understands the provisions of this Agreement; (c) Customer is entering into this Agreement of Customer's own free will and volition; and (d) no coercion, force, pressure, undue influence, menace, or fraud has been employed against Customer to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latest date signed below.

ZFG RACING LLC

CUSTOMER:

Signature

Signature

Name

Name

Date

Date

Title

Order Number

Shipping Address