

AIR BAG ON/OFF SWITCH INSTALLATION  
WAIVER/RELEASE/HOLD HARMLESS  
AND INDEMNIFICATION AGREEMENT

The undersigned, being of lawful age and sound mind and body, hereby requests that \_\_\_\_\_ (Dealer)

install an air bag on/off switch in a \_\_\_\_\_, \_\_\_\_\_ VIN

\_\_\_\_\_ owned by undersigned. Undersigned represents and warrants that (he/she/they) (has/have) obtained permission from the National Highway Traffic Safety Administration (NHTSA) for installation of an air bag on/off switch. Attached hereto as Exhibit "A" is a copy of the NHTSA permit notice.

In consideration of Dealer's agreement to install the air bag on/off switch, the undersigned agrees to waive any and all claims (he/she/they) may have, may have had or may have in the future against Dealer, its representatives, servants, agents, employees, officers, shareholders, affiliates, predecessors, successors or assigns (hereinafter referred to collectively as "Dealer") to release Dealer from any and all past, present or future liability, to hold harmless and indemnify Dealer from any and all past, present or future liability at law, statute or equity related directly or indirectly to the air bag, the air bag on/off switch, the safety restraint systems and the vehicle including, but not limited to, the design, manufacture, sale, installation, repair, modification, use, condition, failure, functioning or operation of the foregoing.

Without limiting in any way the scope or extent of this waiver/release/hold harmless and indemnification agreement, the undersigned agree(s) to the following:

1. WAIVER

The undersigned waive(s) any and all claim(s) at law, equity or statute that (he/she/they) may have, may have had or may have in the future against Dealer, including but not limited to, any and all claims involving in any manner, directly or indirectly, the design, manufacture, sale, installation, repair, modification, use, condition, operation,

failure, functioning or operation of the air bag, the air bag on/off switch, safety restraint systems or the vehicle.

2. RELEASE

The undersigned personally and on behalf of the undersigned's heirs, executors, administrators, personal representatives, successors and assigns hereby releases, acquits, satisfies and forever discharges Dealer and all other persons, firms, corporations or other entities from any and all past, present and future claims, demands, injuries, losses, rights, actions, causes of action of whatsoever kind and nature arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries (including death), damage to property and all consequences thereof resulting or which may result from or be related to, directly or indirectly, the air bag, the air bag on/off switch, the safety restraint system or the vehicle including, but not limited to, the design, manufacture, sale, installation, repair, modification, use, condition, failure, functioning or operation of the foregoing.

3. HOLD HARMLESS AND INDEMNITY

The undersigned agree(s) to assume the entire liability for any and all claims, demands, rights, damages, losses, actions, causes of action or injuries of any kind or nature whatsoever (including death) to all persons or entities, whether known or unknown to undersigned, and to all property caused by, resulting from, arising out of or related to, directly or indirectly, the air bag, the air bag on/off switch, the safety restraint system or the vehicle. The undersigned further agrees that should any claims, demands, damages, injuries, losses, rights, actions or causes of action of any kind whatsoever and nature be threatened, made, brought, filed or asserted, the undersigned agree(s) to hold harmless and indemnify Dealer, against any and all such claims and further from and against all such loss, cost, expense, liability, damage or injury, including legal fees, disbursements, court costs, witness fees,

expert fees and expenses of any nature that the dealer may directly or indirectly sustain, suffer or incur as a result thereof. Undersigned agree(s) to and does hereby assume, on behalf of Dealer, the defense of any action at law, statute or in equity which may be threatened, made, brought, filed or asserted against Dealer. Undersigned also agrees to pay on behalf of Dealer any and all such claims, demands, losses, costs, expenses, liabilities, damages or injuries which may be threatened, made, brought, asserted or filed against Dealer. Undersigned also agrees that this hold harmless and indemnity provision shall apply to any and all claims, losses, costs, expenses, liabilities, damages or injuries of any kind including, but not limited to, any matter that is or that may be caused in whole or in part by the Dealer's active or passive negligence, fault of any kind and/or that is or that may have been caused in whole or in part from the strict or other liability of the Dealer. This hold harmless and indemnity agreement shall also apply to any and all matters involving the design, manufacture, sale, installation, repair, modification, use, failure, functioning, condition and/or operation of the air bag, air bag on/off switch, safety restraint system or the vehicle.

**4. DISCLAIMER OF WARRANTIES**

The undersigned agrees and understands that the Dealer makes no warranty of any kind, express or implied, concerning the air bag, the air bag on/off switch, the safety restraint system or the vehicle. All warranties, express or implied, including the implied warranties of fitness for a particular purpose and merchantability are expressly disclaimed by Dealer. The air bag on/off switch and all other items maintained, provided or installed by the Dealer and the labor and service necessary thereto are sold and/or performed on an "AS IS" and with all faults basis.

**THE UNDERSIGNED ACKNOWLEDGES THAT NO REPRESENTATIONS OR STATEMENTS HAVE BEEN MADE BY DEALER, THAT NO OTHER TERMS OR CONDITIONS EXIST AND THAT THE UNDERSIGNED HAS NOT AND MAY NOT RELY UPON ANY OTHER TERM OR REPRESENTATION NOT CONTAINED HEREIN.**

**THE UNDERSIGNED HEREBY DECLARES THAT (HE/SHE/THEY) FULLY UNDERSTAND(S) THE TERMS OF THIS AGREEMENT AND ACCEPT(S) THE TERMS HEREOF WITH FULL KNOWLEDGE OF THE RISKS AND CONSEQUENCES, INCLUDING THE POTENTIAL LIABILITY WHICH MAY RESULT, INCLUDING BUT NOT LIMITED TO LIABILITY TO THE DEALER AND TO THIRD PARTIES WHO MAY SUSTAIN A PERSONAL OR BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LOSS OR DAMAGE.**

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE**

**STATE OF INDIANA            )**  
  **)   SS:**  
**COUNTY OF MARION         )**

Subscribed and sworn to before me, a Notary Public, in and for said County and State this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
**Notary Public Signature**

\_\_\_\_\_  
**Printed**

**My commission expires:**

\_\_\_\_\_  
**County of Residence:**

**Prepared by:**

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