

**ACKNOWLEDGEMENT OF USE ON COMPETITION VEHICLES
AND
RELEASE, ASSUMPTION OF RISK AND INDEMNITY**

By signing below, I hereby agree and acknowledge:

1. I have asked Diesel Technologies, Inc. ("DTI") and/or Performance Diesel, Inc. ("PDI") to sell to me an Exhaust Race Kit ("Exhaust Race Kit") for my vehicle or vehicle which I am repairing or modifying.

2. I am aware that the Exhaust Race Kit is solely for use in vehicles to be used in competition and not on any public roadway which are excluded from the operation of the Clean Air Act as amended (42 U.S.C. 7501 et seq.) due to the vehicle's 1) lack of features customarily associated with safe and practical street or highway use, 2) features which render its use on a street or highway unsafe, impractical, or highly unlikely, or 3) the vehicle's inability to exceed 25 miles per hour over level, paved surfaces (a "Competition Vehicle"). By signing below, I represent and warrant that I am purchasing the Exhaust Race Kit for the sole purpose of installing it on a Competition Vehicle that will be used solely in competition and not on any public roadway.

3. I have indicated to DTI and/or PDI that I am aware that the Exhaust Race Kit may cause my vehicle to fail emissions standards and testing and that I may be subject to penalties and fines. I also understand and am aware that installation of the Exhaust Race Kit may void vehicle and engine warranties. The undersigned assumes all responsibility for the foregoing.

4. I understand that I must destroy upon installation of the Exhaust Race Kit, or I acknowledge that I have already destroyed, the original emission label of the vehicle on which the Exhaust Race Kit is installed.

THEREFORE, in consideration of DTI and/or PDI's agreement to sell the Exhaust Race Kit, I, on behalf of myself, and my successors, assigns and affiliates (collectively the "Releasing Parties"), hereby release and forever waive and discharge DTI and PDI and its affiliates, successors, assigns, directors, officers, agents, representatives, employees and equipment manufacturers and distributors (collectively the "Released Parties"), both jointly and severally, from any and all actions, covenants, claims and demands for damages or injuries (to the vehicle or any person or other property), and claims for penalties, fines or other actions taken by any governmental authority, however arising, which may have been or may be sustained by, or in any way relating to or arising out of, the Exhaust Race Kit (including, without limitation, any claims related to failure to meet emissions standards, failure to use the vehicle solely for competition, and voided warranties). I hereby desire and agree to assume all risks associated with the Exhaust Race Kit.

I FURTHER agree to indemnify and hold harmless the Released Parties from any and all actions, covenants, claims and demands for damages, costs, losses, injuries (to my vehicle or any person or other property), and claims for penalties, fines or other actions taken by any governmental authority, however arising, which may have been or may be sustained by, or in any way relating to or arising out of, the Exhaust Race Kit (including, without limitation, any claims related to failure to meet emissions standards, failure of the vehicle to be used solely for competition, and voided warranties).

IN WITNESS WHEREOF, I executed this Acknowledgment of Use on Competition Vehicles and Release, Assumption of Risk and Indemnity having fully read and understood it and willingly agreeing to and acknowledging all of its terms.

Signature Date _____

Print Name

ECM Serial Number _____

Engine Serial Number _____

VIN Number _____