

# Waiver of Liability and Assumption of Risk

## Genesis One Grid Charger

Serial No. \_\_\_\_\_

Here's the deal: Mike Dabrowski, dba Genesis One (the "Seller"), has successfully developed a Grid Charger for use in charging battery packs employed in hybrid cars, such as the Honda Insight and Toyota Prius. The Seller has determined that there is a market among hybrid owners and mechanics to have access to a Grid Charger as developed by the Seller. Genesis One is willing to serve that market, but ONLY under the following terms, conditions and limitations. This Waiver of Liability and Assumption of Risk (the "Waiver Agreement") spells out those terms, conditions and limitations in as clear as possible language and shall become a part of the Genesis One Grid Charger that you (the "User") are purchasing or otherwise using. A copy of this Waiver Agreement MUST accompany the Grid Charger and be adopted by the next possessor if the Grid Charger is ever transferred or loaned to another party.

Accessing and connecting a Grid Charger (or any other component) to a high voltage DC battery pack is an inherently dangerous activity for which you assume all risk in the undertaking. We are empowering you to rejuvenate hybrid battery packs by making the Grid Charger available at a reasonable cost. However, we cannot bear the additional expenses associated with potential claims in connection with its use -- thus, the necessity of this Waiver Agreement. Under the terms of this Waiver Agreement, you not only waive any claim against the Seller for any damages incurred or suffered by you as the User, but you also agree to defend, indemnify and hold the Seller harmless from any claim asserted by any third party in connection with the use of the Grid Charger.

As an essential part of the consideration for the sale and use of the Genesis One Grid Charger by \_\_\_\_\_, the "User", for themselves, their executors, heirs, successors, and assigns expressly agrees to the following terms, conditions and limitations:

- 1.0 User expressly releases, discharges, waives and relinquishes any and all actions, claims, or causes of action for injuries or damages to user's or any third party's person or property whether arising as a result of or based on any negligent act or omission of the Seller or otherwise in connection with the design, materials, assembly, structural integrity, performance, instructions for operating, or use, or for operation of the genesis one grid charger or any of its component parts.
- 2.0 User expressly agrees to voluntarily assume all risk of injury, death, or damage to User's or any third party's person or property arising from or in conjunction with the access to a high voltage DC battery pack, preparation, use or operation of the Genesis One Grid Charger, or any of its component parts.
- 3.0 User acknowledges that recharging high voltage DC battery packs is an inherently dangerous and hazardous activity, and hereby expressly assumes all risk of injury, death, damage, or loss of any kind occurring while, resulting from or use of Genesis One Grid Charger, during preparation for recharging or while relying on the Genesis One Grid Charger, or its components, prior, during, or subsequent to the recharging of any high voltage DC battery pack.
- 4.0 User expressly agrees that they shall be barred from asserting claim against or sue the Seller or its principals, employees, or agents for any injuries or damage to persons or property arising in conjunction with the use of or working with the Genesis One Grid Charger, or components. Further, User agrees to defend, indemnify, save, and hold harmless the Seller or its principals, employees, or agents for all costs, attorney's fees, judgments, or settlements in any and all actions, claims, or causes of action for injuries or damage to persons or property arising in conjunction with the preparation, use of or working with the Genesis One Grid Charger, or components arising from the Seller's negligence or otherwise, wherever and by whomever such action, claim, or cause of action is asserted.
- 5.0 USER EXPRESSLY ACKNOWLEDGES THAT SELLER MAKES THIS SALE OR USE OF THE GENESIS ONE GRID CHARGER OR COMPONENTS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, AND THAT THE GENESIS ONE GRID CHARGER, OR COMPONENTS ARE HEREBY ACCEPTED IN "AS IS" CONDITION BY USER. USER ACKNOWLEDGES AND VOLUNTARILY ACCEPTS SELLER'S DISCLAIMER OF LIABILITY FOR ANY ACTUAL OR CONSEQUENTIAL DAMAGES THAT MAY OCCUR DURING USE OF THE GENESIS ONE GRID CHARGER. USER ACKNOWLEDGES THAT UNDER NO CIRCUMSTANCE SHALL SELLER BE LIABLE TO USER FOR MORE THAN THE ORIGINAL PURCHASE PRICE THE USER PAID FOR THE GENESIS ONE GRID CHARGER.
- 6.0 Rights to use the Genesis One Grid Charger or components are granted by Genesis One to User only upon the terms, conditions and limitations expressly provided in this Waiver Agreement. The User expressly agrees and acknowledges that the Genesis One Grid Charger and its components are only to be used in strict accordance with the

provided Instructions of Use which are also published and available at no charge at:  
<http://www.99mpg.com/gridcharger/instructions>.

7.0 The User expressly agrees refrain from any use of the Genesis One Grid Charger prior to reading the entire contents of the Instructions of Use provided by the Seller, which instructions shall be subject to amendments and update. However, in no event shall User's reading and conforming to the Instructions of Use imply any kind of release or abrogation of any term, condition or limitation of this Waiver Agreement.

8.0 User expressly agrees that the use of the Genesis One Grid Charger or any of its components is limited solely to the User. The User further expressly agrees that they shall not permit any third party to use the Genesis One Grid Charger or its components without the third party's express written accent to the terms of this Waiver Agreement.

9.0 In the event the User allows or permits the Genesis One Grid Charger or its components to be used by, or transfers this Genesis One Grid Charger or its components to any other person who has not agreed to bound by this Waiver Agreement, such user or transferee shall be considered an unauthorized user of the Genesis One Grid Charger or its components and User shall assume all responsibility for any damages or injuries that may occur from such unauthorized use.

9.1 User agrees to indemnify, save harmless, and reimburse the Seller or its principals, employees, and agents for all costs, attorney's fees, judgments, or settlements in any and all actions, claims, or causes of action for injuries or damage to persons or property arising in conjunction with the use of the Genesis One Grid Charger or components by an unauthorized user, wherever and by whomever such action, claim, or cause of action is asserted.

10.0 User and Seller agree that this Waiver Agreement is to be governed by the laws of the State of Connecticut, USA.

11.0 User expressly agrees that the terms, conditions and limitations of this Waiver Agreement shall be severable, and should any term, condition or limitation be found unenforceable, that term or provision shall be binding and enforceable to the extent permitted by law and the remainder of this Waiver Agreement shall remain binding and enforceable in accordance with its terms to the full extent permitted by law.

12.0 User hereby acknowledges that the Genesis One Grid Charger and its components are experimental in nature, and as such, Genesis One does not provide, unless otherwise provided for in writing, any warranty as to the use, operation, or fitness of this equipment.

13.0 User expressly acknowledges that the manufacture, sale and use of this Genesis One Grid Charger, or its components would not be possible at any price without the existence of this Waiver Agreement.

14.0 It is the express intention of the User, to exempt and relieve the Seller and its principals, employees, and agents from liability for injuries or damages to persons or property arising from negligence or otherwise.

15.0 User, has read and fully understands the terms, conditions and limitations contained in this Waiver Agreement, has had the opportunity to seek clarification of any term by the Seller, has had the opportunity to have it reviewed by legal counsel and has voluntarily signed below and agreed to be bound by each and every term, condition and limitation contained herein.

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Name (Printed)

\_\_\_\_\_  
Address (Street)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Email / Phone

\_\_\_\_\_  
User (Signature) / Date

\_\_\_\_\_  
Witness Signature / Date