

# Waiver Of Liability

MIMA Experiment to define the optimum Human Hybrid Interface

**Thank you for participating in the Manual Integrated Motor Assist (MIMA) development project. Your signature below affirms your understanding that the MIMA hardware and software supplied represent a developmental approach to achievement of improved fuel efficiency with the Honda Insight.**

**Fully assembled MIMA equipment supplied by Genesis One has been tested and found to be operational prior to shipment. Performance results and consequential effects, however, will be dependent upon MIMA installation and operation, both of which are beyond the control and responsibility of Genesis One. For MIMA components provided in the form of a kit, it is the responsibility of the assembler/user to return the completed sub-assemblies to Genesis One for test and confirmation. Otherwise, Genesis One bears no responsibility for the operability of those sub-assemblies.**

**The MIMA system includes control software provided by Genesis One, which is experimental and possibly subject to periodic modifications for the purpose of improved performance and safety. Since the MIMA control software source code is available for download, as open source, it will be possible for others to independently modify the MIMA control software. By providing the source code for the MIMA control system, Genesis One does not necessarily sanction or approve modifications to the software and consequently bears no liability for the modified software or the MIMA control system operating with the modified software, or for the software provided with the MIMA system.**

**The Honda Insight control system includes safety interlocks which remain operational when the MIMA control system is activated. However, with any particular software release, there may be known and/or possible unidentified conditions where some of the Honda Insight safety interlocks may not be operational. Genesis One will provide a list of all such identified conditions. This list will be updated periodically as conditions may be identified and/or eliminated. Honda could claim that your warranty is null and void because of the installation of MIMA. Genesis One takes no responsibility if this happens, and will not be liable in any way. You are advised to read and follow the instructions and cautions provided with the MIMA equipment, and to seek additional information, if necessary.**

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")**

**In consideration of being permitted to participate in any way in the experimental development program called "MIMA", involving the installation and use of electronic equipment designed to modify the performance of specific automobiles with hybrid power systems, I, for myself, my installation service providers, my personal representatives, assigns, heirs, next of kin, executors, administrators, legal representatives, assignees, and successors in interest (collectively "SUCCESSORS"):**

**1. Acknowledge, agree, and represent that I understand the basic principles of electronic controls and instrumentation, to an extent necessary to properly install the system, and that I will carefully read and execute all applicable instructions provided with the MIMA components, and on the web based installation manual. I further agree and warrant that if at any time, I believe the activities associated with the installation, service, and/or operation of the MIMA equipment, associated instrumentation, and the automobile into which the MIMA components would be integrated may not be safely executed according to the provided instructions and operating specifications, I will immediately discontinue further installation, service, and/or operation of that equipment, instrumentation, or vehicle.**

**2. Fully understand that: (a) the installation, service, and use of any component associated with the high voltage electric power system and the control system of an automobile, and the operation of the modified automobile, involves risk and danger of serious bodily injury, including permanent disability, paralysis and death ("RISKS"); (b) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others operating the modified automobile with or without my permission, or the negligence of the "RELEASEES" named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my purchase, installation, service, and use of the MIMA components and the modified automobile.**

**3. Hereby release, discharge, and covenant not to sue Michael Dabrowski, Genesis One and its directors, agents, officers, volunteers, employees, sponsors, and advertisers, and, the automobile manufacturer, its representatives, retail sellers, and repair service providers (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "RELEASEES" or otherwise, and I further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the RELEASEES, I will indemnify, save, and hold harmless each of the RELEASEES from any litigation expenses, attorney fees, loss, liability, damages, or cost which any may incur as the result of such claim.**

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

**Mike Dabrowski  
for GenesisOne**

Mail to:  
250 Pompeo RD.  
North Grosvenordale  
CT. 06255  
Tel: 860-935-5569  
Email: 99mpginsight@charter.net  
Website: <http://www.99mpg.com/>

**Above read, understood and accepted**

**NAME (print)** \_\_\_\_\_

**STREET** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE / COUNTRY** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**Telephone: Home** \_\_\_\_\_ **Cell** \_\_\_\_\_ **Work** \_\_\_\_\_

**Best time for me to call you for confirmation** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Witness Signature** \_\_\_\_\_ **Date** \_\_\_\_\_