

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in SELF AUTO REPAIR WORK, including authorized vehicle maintenance and repairs, rental and use of work bays, lifts, tools and equipment, related orientation and technical guidance, and observing, assisting or accompanying others and moving through the premises in connection with those activities (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me"), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity, subject to the limitations expressly stated in this Release; and

I HEREBY release and forever discharge SF AUTO LABS LLC, operating as SF Auto Labs and DIY Auto Labs, located at 1483 Laurelwood Rd, Santa Clara, California 95054, its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any and all claims arising out of or related to my participation in the aforementioned Activity, including claims for physical or psychological injury, illness, disability, death, damage to my vehicle or other property, and resulting economic loss, INCLUDING CLAIMS CAUSED BY THE ORDINARY NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by California law and subject to the limitations expressly stated in this Release.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, INCLUDING THE ORDINARY NEGLIGENCE OF THE RELEASEES, OR FROM CONDITIONS OF THE PREMISES, TOOLS OR EQUIPMENT USED IN THE ACTIVITY. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY. I FURTHER UNDERSTAND THAT THE ACTIVITY INVOLVES RISKS OF FALLING OR SHIFTING VEHICLES AND COMPONENTS; CRUSHING AND PINCH POINTS; IMPROPER LIFTING OR SUPPORT; SHARP, ROTATING OR POWERED TOOLS; HOT SURFACES AND FLUIDS; STORED SPRING OR HYDRAULIC ENERGY; ELECTRIC SHOCK; FIRE; FUEL, CHEMICALS, FUMES AND NOISE; SLIPS AND TRIPS; NEARBY CUSTOMERS' WORK; AND INCORRECT DIAGNOSIS, ASSEMBLY OR REPAIR THAT MAY CAUSE VEHICLE FAILURE OR INJURY DURING OR AFTER THE ACTIVITY.

I FURTHER AGREE to indemnify and hold harmless the Releasees against third-party claims, damages and reasonable attorney's fees and related costs, but only to the extent caused by my negligent or wrongful acts or omissions in connection with the Activity. This obligation does not apply to my own claims or to the extent a claim is caused by a Releasee's negligence or other fault. I have no independent obligation to undertake or fund a defense before responsibility is established by final adjudication or by a written settlement to which I consent, and reimbursement of reasonable defense costs is limited to my established share of responsibility. This paragraph does not impose liability for conduct or claims that may not lawfully be shifted to me.

I FURTHER ACKNOWLEDGE that other participants may conduct their own work and that their actions may expose me to injury or loss. This acknowledgment does not excuse any nonwaivable duty of the Releasees. In the event that I should require medical care or treatment, I authorize SF Auto Labs to summon emergency medical assistance and, when appropriate and within the responder's training, provide first aid, CPR or use of an AED, and to share information reasonably necessary with emergency medical personnel. I further agree to assume costs of medical treatment and transportation provided to me to the extent I am legally responsible for those costs. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am able to perform my intended work safely and have received any required equipment-specific training and authorization, and I agree to abide by the decision of the SF Auto Labs official or agent, regarding my approval to participate in the Activity. I agree to stop and request assistance if I do not understand an instruction or cannot safely perform a task. I acknowledge receipt of and agree to comply with the separately signed DIY Auto Repair Shop Rules and Procedures Addendum identified below and lawful safety instructions. Neither signing this Release nor renting a bay authorizes me to operate a lift or other restricted equipment without staff approval.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE SF AUTO LABS LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST SF AUTO LABS LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE, INCLUDING CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASEES, SUBJECT TO THE LIMITATIONS EXPRESSLY STATED IN THIS RELEASE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of SF Auto Labs LLC, its agents, and employees in connection with the Activity, including equipment operation, orientation, technical guidance and conditions of the premises or equipment. NOTHING IN THIS RELEASE, ASSUMPTION OF RISK OR INDEMNITY AGREEMENT RELEASES OR LIMITS LIABILITY FOR GROSS NEGLIGENCE, RECKLESS OR WILLFUL MISCONDUCT, FRAUD, VIOLATIONS OF LAW FOR WHICH LIABILITY MAY NOT BE RELEASED, OR ANY OTHER LIABILITY THAT CANNOT LAWFULLY BE WAIVED.

I agree that this Release shall be governed for all purposes by California law, without regard to any conflict of law principles. This Release and the separately signed Addendum supersede prior oral or written agreements concerning the same subject matter only. They do not supersede separate rental, storage or repair authorizations, or waive nonwaivable statutory rights. In the event of a conflict concerning the scope or limitations of the release, this Release controls. Any change to this Release must be in a writing signed by me and SF Auto Labs LLC.

In the event that any damage to equipment or facilities occurs as a result of my negligent, reckless or willful actions or omissions, I acknowledge and agree to be held liable for reasonable and documented repair or replacement costs to the extent caused by my conduct, excluding ordinary wear and tear and damage attributable to a Releasee's fault.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION. It applies to subsequent participation in the same Activity under this version of the Release until superseded by a later signed release. Material changes to the Activity or release terms require a new signed release before participation in the changed Activity.

THIS AGREEMENT is voluntarily entered into without duress or coercion. I have had an opportunity to read all pages, ask questions and obtain clarification before signing. I understand that I may decline to sign and not participate in the Activity. Participant name: _____.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I FURTHER ACKNOWLEDGE that I am responsible for the selection, execution and completion of work I perform on my vehicle, including required checks before operation. Equipment orientation, general technical guidance or staff assistance in positioning or operating a lift does not, by itself, constitute an inspection or certification of my repairs or my vehicle's roadworthiness. I will not drive an unsafe or incomplete vehicle and will arrange safe removal if necessary. Any diagnosis, inspection or repair undertaken by SF Auto Labs LLC must be separately authorized and documented as required by applicable law; this Release does not replace that authorization or eliminate responsibility for that work.

In the event of an emergency, please contact the following person(s) in the order presented:

Addendum version: October 13, 2026 Participant initials: _____
This form is for an adult participant. It does not authorize a minor's participation or substitute for a separate parent or legal guardian agreement.

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
1.		
2.		
3.		

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ ALL PAGES OF THIS AGREEMENT AND THE IDENTIFIED ADDENDUM, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Activity Start Date: _____ Activity End Date: _____

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____