



**"Designed by Racers for Racers"**

141 Church Avenue  
Hueytown, AL 35023  
Phone: 205.491.2109

Home of the "Original" Head Restraint

## RELEASE AND WAIVER OF RIGHTS

To all Dealers, Sellers or Purchasers of the WHITE DEVICE restraint system:

### PLEASE READ CAREFULLY

THIS DEVICE IS DESIGNED TO BE USED ONLY AS AN AID TO THE RESTRAINT OF THE HEAD AND NECK AREA OF THE USER. THE MANUFACTURER OF THIS DEVICE, SPEEDWAY SAFETY EQUIPMENT, LLC, MAKES NO CLAIM THAT WEARING THIS DEVICE WILL PREVENT CATASTROPHIC INJURY OR DEATH OR AID IN PREVENTING A CATASTROPHIC INJURY OR DEATH TO THE USER.

This is a RELEASE and WAIVER OF RIGHTS. I agree that I have bought or have in my possession the WHITE DEVICE, which was designed by, is distributed directly or indirectly by Speedway Safety Equipment, LLC., the owner and/or seller of the WHITE DEVICE. Before using or selling this DEVICE I have read and understand this document, its terms and their meanings and agree to be bound by its terms and conditions. I understand that as the purchaser and/or user of the WHITE DEVICE, I have had the DEVICE explained to me and understand that the DEVICE must be used strictly and only as directed by the manufacturer. I understand and agree that I must have each person that wears this particular DEVICE, likewise read this document, if that individual uses the WHITE DEVICE. I understand that the manufacturer makes no claims or warranties, either express or implied as to the actual fitness, dependability, or reliability of this product, and none exists. I understand this product is designed only as an aid to restraining the head and neck area of a driver or passenger or user of this DEVICE in a recreational or competition vehicle or a fast moving vehicle or object. I understand that the only reason to wear this DEVICE is as an aid to the safety of the user and any activity in which this DEVICE is used is inherently dangerous and that activity could cause catastrophic injury and/or death even with the proper wearing of this DEVICE. I, the purchaser, seller, driver or user of this DEVICE hereby waive and release George White III, Speedway Safety Equipment, Speedway Safety Equipment, LLC, High Tech Mobility, any and all of their respective owners, officers, directors, employees, agents and subcontractors (collectively "We" or "Us") from any and all claims that exist now or could exist in the future either directly or indirectly related to the use of the WHITE DEVICE. This includes all claims for death, injury, property damage, loss of income and profits, regardless of whether or not such claims are disclosed or foreseeable, which arise or may arise from the purchase, receipt or use of any WHITE DEVICE, and whether such claims arise by reason of contract, tort, strict liability, negligence or otherwise.

I agree and acknowledge that I am acting in explicit reliance upon your release and waiver, without which, no sale or transfer of any WHITE DEVICE would occur. I covenant not to sue, and further agree to indemnify and hold George White III, Speedway Safety Equipment, Speedway Safety Equipment LLC, High Tech Mobility, their heirs and assigns, harmless from and against any threat, claim or suit, brought by or on behalf of the purchaser or user of the WHITE DEVICE for any injury whatever kind to my person or property. I agree that the representations and agreements contained in this document are binding on my estate, and my heirs, successors, assigns and me.

No warranty or representation of any kind, express or implied, is made as to the merchantability or fitness for any purpose as to any WHITE DEVICE. I understand, agree and acknowledge that no safety device can protect its user from all risk of injury or death. I further assume all risk of injury including death from any said activity, and shall indemnify and hold harmless the above listed George White III and other above listed entities, in the event an injury occurs while I am wearing and using the WHITE DEVICE.

I further acknowledge and understand that for the WHITE DEVICE to be most effective, the device must be attached as originally designed and must fit securely to the individual user for which the device was sold, as described in the instructions accompanying the WHITE DEVICE.

I, if a Dealer for the Sale of this DEVICE, have handed a copy of this document to each person that has purchased the WHITE DEVICE and explained it's terms and conditions to each.

I understand and agree that I have done the above and agree to be bound by the terms and conditions contained herein.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Seller/Dealer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date