



RELEASE OF LIABILITY

TERMS OF USE, ASSUMPTION OF RISK, AND INDEMNITY

PLEASE READ THIS DOCUMENT CAREFULLY AS IT AFFECTS YOUR RIGHTS. Piaggio Fast Forward offers gita subject to the terms, conditions, releases and notices set forth herein. These terms and conditions apply to all sales and uses of the gita. These terms and conditions include specific provisions concerning your assumption of risk and release of liability. Keeping, using or allowing use of gita indicates your agreement to these terms and conditions.

Terms of Use

This product (gita) is offered to you conditioned upon your acceptance without modification of the terms, conditions, releases and notices contained herein and in the User Manual that came with your gita.

Use Limitation

Use of gita is at your own risk. Always ensure that your gita is operated safely, responsibly and in accordance with all applicable laws, rules or regulations which may govern or restrict the use of gita. Always ensure that gita is operated in accordance with all Warnings and Safety information set forth in the User Manual that came with your gita.

Assumption of Risk

By purchasing, using or allowing the use of your gita, you understand and agree that such use is not without risk of personal injury or property damage to you or others, and that the use or misuse of your gita could result in injury, disability or death to you or others. To the extent permitted by applicable law, by using or allowing the use of your gita **YOU EXPRESSLY AND VOLUNTARILY ASSUME ALL SUCH RISKS.**

Release and Waiver of Liability

By purchasing, using or allowing the use of your gita you unconditionally and generally release Piaggio Fast Forward (as well as its parents, subsidiaries, affiliates and employees) from any and all claims, demands, causes of action, damages, losses, expenses or other liabilities of any kind or nature which may arise out of, result from, or relate to the use or misuse of your gita, whether or not caused by the negligence or other fault of Piaggio Fast Forward, including, without limitation, all claims for personal injury or property damage and all claims based on product liability. You understand and acknowledge that this release and waiver is intended to be as broad and inclusive as permitted by the laws of Massachusetts or any other applicable laws governing such releases and waivers.

Indemnity

You agree to indemnify, defend, and hold harmless Piaggio Fast Forward (as well as its parents, subsidiaries, affiliates and employees) from any and all claims, demands, causes of action, damages, losses, expenses or other liabilities of any kind or nature, whether brought by you or any third party, that may arise from the use of your gita. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Limitation of Liability; Disclaimer of Warranties

In no event shall Piaggio Fast Forward (or its parents, subsidiaries, affiliates and employees) be responsible or liable for any direct, indirect, punitive, incidental, special or consequential damages whatsoever arising out of or relating to the use or misuse of your gita. Other than the Warranty provided for your gita and described in the User Manual, Piaggio Fast Forward disclaims all other warranties, including the warranty of merchantability.

Applicable Law

This Release of Liability is subject to and governed by the laws of Massachusetts without regard for its principles of conflicts of law.

***PLEASE SEE YOUR USER MANUAL FOR OTHER IMPORTANT
INFORMATION ABOUT THE USE OF YOUR gita.***