

DISCLAIMER AND RELEASE OF LIABILITY

Due to the highly complex nature of high performance racing products and services sold and provided by Gurued Gear, LLC including its affiliates, agents, contractors, employees, vendors, and other third-party service providers (hereinafter collectively as "Gurued Gear"), I as the undersigned ("Customer") agree as follows:

Customer hereby agrees to forever release and hold harmless Gurued Gear, its affiliates, agents, contractors, employees, vendors, and other third party service providers from any and all liabilities, claims, violations, damages, court costs, attorney's fees and other actions that may arise from any civil, administrative or criminal claim, suit, complaint or action for personal injury, death, losses or damage, or violations of any kind, occurring, either directly or indirectly, in connection with Customer's motorcycle, equipment or accessories due to the purchase, installation, modification, or use of any products or services from Gurued Gear. Customer also agrees his/her assignees, heirs, distributes, guardians, next of kin, spouse and legal representatives will not make a claim against, sue or attach property of Gurued Gear in connection with any of the matters covered by this release. Customer also agrees that GURUED GEAR accepts no responsibility or obligation of any kind or nature, in connection with products sold to and services rendered for Customer, their motorcycles, equipment, or accessories. Customer acknowledges this product is of unknown performance, is experimental, intentionally bypasses normal safety features, and is intended solely for closed-course off-road use. All products sold including the "GuruedGear" line of products and services rendered by GURUED GEAR are covered by this agreement and are provided without warranty of any kind, express or implied, including without limitation, the implied warranties of merchantability or fitness for a particular purpose. As such, in no event shall GURUED GEAR be responsible or liable, whether in contract or tort for any general, special, indirect, incidental or consequential damages of any kind, or loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the ability or inability to use the products or services to the fullest extent these damages may be disclaimed by law. Furthermore, Customer also acknowledges and comprehends that products or services sold or otherwise provided to Customer by GURUED GEAR are not intended for street or highway use, or for use where otherwise is prohibited by law, and that Customer's motorcycle and all products or services sold or otherwise provided by GURUED GEAR will be used solely for closed-course, competition purposes only. Customer agrees to assume liability for the proper installation, testing and use of any product acquired under this agreement. Customer agrees not to disassemble or distribute any intellectual property associated with this product or service. Customer agrees to assume liability if they elect to sell or transfer ownership of any product or service acquired under this agreement. Customer also asserts he/she is mentally sound, has read and understood this entire agreement is over 18 years old and is without a legal guardian.

Customer

Name:			 	
Street:			 	
City:		State:	 Zip:	
Signed:			 	
Date:	Vin			

ECU Re-Flash Service

Questions and Answers:

Below is a list of the most common questions asked about the ECU Re-flash service. Please carefully review and consider this document. If have objections to ANY of the answers supplied below, please do not have the ECU Re-flash service performed on your equipment.

What is ECU Re-flashing?

Most modern engines are equipped with a microprocessor based computer referred to as the Engine Control Unit or Electronic Control Unit which is abbreviated to ECU. In general terms, the ECU is primarily responsible for monitoring and managing the engines performance via a number of sensors and then calculating the proper signal to send external devices to control the engines operation. All of these output responses from the ECU have to be predefined in ECU's internal memory. Most ECU's have a main memory storage system that is comprised of a non-volatile Electrically Erasable Programmable Read Only Memory device called an EEPROM. The term "Flash Memory" refers to a particular type of EEPROM that has a fast erase and reprogram time of its internal storage. ECU Re-Flashing, in general terms, is a method of erasing the ECU's program code (instructions) and reprogramming the ECU's Flash Memory with altered program code, thereby changing how the ECU will respond to inputs.

Will Re-flashing the ECU's memory void my manufactures warranty?

Re-flashing the ECU, as well as other alterations to the motorcycle, could void your Original Equipment Manufacturer warranty often referred to as the OEM or factory warranty as well as any Extended Warranty you may have purchased to cover future repairs to the motorcycle. Warranting repairs and recall's to your motorcycle after it is altered would be at the discretion of the OEM. Plainly stated: Typically this type of alteration, if confessed or detected, WILL VOID YOUR WARRANTIES. Off road competitive use of a motorcycle in any form could be grounds for voiding the OEM warranty. This product was developed specifically for individuals who plan exclusive competitive use of the motorcycle in off road competitions, and those individuals have no doubt the OEM warranty is void. Warranty periods are a form of insurance you paid for when you purchased the motorcycle. If voiding the OEM warranty is a concern, you should wait for your warranty period to expire before you have this service performed to receive the full benefit.

How can a Re-flashed ECU be detected?

The ECU will arrive affixed with a sticker plainly stating the ECU is only for off road and closed course use. Aside from the sticker, the Re-Flash will not be as obvious to detect as other alterations to a motorcycle such as altering the exhaust or wiring, but it can be detected. The easiest way to detect the ECU has been altered would be to verify its memory. Within the motorcycle industry, this is an easy and simple method which could be performed at the dealership level with the proper diagnostic tool. Other methods of detection would be similar to ones used to detect hidden internal engine modifications. This would include observing or measuring how the motorcycle performs. Re-flashing the ECU will change how the motorcycle responds to inputs. A savvy technician familiar with the ECU's normal operation could detect these changes. Lastly, motorcycles that had the ECU reflashed could develop a common problem, such as driveline breakage, which could be a tell-tale sign the ECU has been Re-flashed.

Is it legal to operate the motorcycle on the open road or highway after the ECU has been Re-flashed?

No, it is not legal. Federal and State Laws prohibit alterations to any emission control device and operating it on the highway or open road. The ECU is part of the emission control system. The intent is to supply you with an ECU that will be used in closed-course events and competitions such as Drag Racing. Most of the emission features of the OEM ECU have been altered or removed.

Is having the ECU re-flashed a common and safe performance upgrade?

There is an industry dedicated to building "Re-flashers" in the form of handheld ECU programmers that are equipped with one or more pre-programmed files to reflash a vehicles ECU program code. Many of these aftermarket services are provided with the intent the vehicle will operate within State and Federal laws and regulations during public road use after the ECU is re-flashed. Most re-flash services retain all of the safety features of the original program code developed by the OEM. In this case, the intended use is off road closed course Drag Racing and most of the safety features incorporated in the original program code of the ECU are changed, disabled or removed. The intent of the Re-flash service is to provide competitive closed course racers with an un-restricted "No Holds Barred" type ECU. After the ECU is re-flashed, numerous performance aspects of the motorcycle will change. This will make the motorcycle less controllable, more prone to failures and inherently less safe.

Can the Re-flashed ECU be returned to stock?

Simple answer, No. Although the service could easily be performed, there are issues associated with unauthorized use and redistribution of a copyrighted program code such as the OEM's program code. Some aftermarket handheld programmers avert this liability by having the end user perform the initial download and re-instatement of the OEM ECU program code if need be. At this time the only program code to be offered as part of this service will be experimental program code developed for maximum performance which greatly varies from the OEM program code.

I have already modified my bikes exhaust and added a piggy-back fuel management system. Can I purchase a Re-Flash and still use my current fuel management system?

Yes, you can and you should. Anything that alters the air intake or exhaust system to a certain degree will need adjustment of the fuel tables. If you purchase a "Standard" re-flash, your current piggy-back fuel management system will work similar to the performance experienced with your OEM ECU. Secondly, we cannot guarantee any of our generic performance files will suitably match your current configuration. It is strongly suggested that you have all 4 cylinders individually re-mapped to match your modifications.

If other GuruedGear performance upgrades are purchased, does the ECU have to be Re-Flashed?

Generally, Yes. If you purchase a performance kit after having a basic "stock" ECU Re-Flash, you will be eligible to receive an upgrade at a greatly reduced fee. Although the fee is subject to change without prior notice, the upgrade Re-Flash service will be \$45. This price includes return ground shipping. This is not to be considered a guaranty or warranty.

Are there any guaranties or warranties extended or provided with this service?

No. There are no guaranties or warranties expressed or implied in any form or fashion.

Is a signed Release of Liability required?

Yes. Just a few of the numerous hazards and repercussions associated with altering the ECU's program code are outlined here. Moreover, the stated intended use of this product is in the arena of off road sport competition, itself, an inherently dangerous environment. Accordingly, a legal agreement is in order to assert an absolute release of all liability. ECU's will

not be Re-flashed until the Disclosure and Release of Liability Agreement is signed. Upon signing the agreement, you and you alone assume total liability related to use of the final product.

Everything here was negative, is there anything good to come from having the ECU Re-flashed?

The purpose of this document was not to be a marketing tool for the Re-Flash service. Its fiduciary purpose is to warn you of potentially serious hazards, both known and unknown from having your ECU Re-Flashed.

Any final suggestions?

- Acquire a second ECU, such as an OEM Competition ECU, to have Re-flashed and retain your OEM ECU for open road and highway use.
- Only use the Re-Flashed ECU at off road closed course events such as NHRA sanctioned Drag strips.
- Always wear the proper protective equipment.
- Slowly acclimate and familiarize yourself with the performance changes.
- If you did not agree with anything in this Question and Answer document, the ECU Re-flash service is not for you. Please keep your OEM ECU intact and enjoy it.