

**CUSTOMER RELEASE**

**Customer Information** (the “Customer”)

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

**Vehicle Information** (the “Vehicle”)

Make	Model	Year	Color	VIN

This Release is executed on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in favor of Nissan North America, Inc. (“Nissan”), a California corporation, and [\_\_\_\_\_] (the “Dealership”), a \_\_\_\_\_ corporation (Nissan and the Dealership, collectively, the “Nissan Parties”). I agree as follows:

1. I am 18 years old or older. I represent that I own and/or lease the Vehicle and I am authorized to permit individuals to conduct repairs of the Vehicle.
2. The Nissan Parties have advised me that the Vehicle’s airbag is subject to the Takata airbag mandatory recall (the “Recall Repair”).
3. The Nissan Parties have advised me that my Vehicle’s Secondary Restraint System (“SRS”) warning light is non-operational, flashing, or illuminated. The Nissan Parties have offered to diagnose the SRS warning light and make any necessary repairs (the “Offered Services”). The Nissan Parties have advised me that the non-operational, flashing, or illuminated SRS warning light could mean that my Vehicle SRS (i.e., airbag system) may not be operating correctly and may require further repair. I have declined voluntarily to receive the Offered Services. The Nissan Parties have advised me of the risk of rejecting the Offered Services.
4. I have voluntarily agreed to permit the Nissan Parties to complete the Recall Repair on the Vehicle without the Offered Services.
5. I assume full risk of bodily injury, death, or property damage that may occur, in whole or in part, because of the failure to obtain the Offered Services, regardless of the cause.
6. I will indemnify, defend, and hold the Nissan Parties, their officers, directors, employees, contractors, parent, dealers, retailers, suppliers, subsidiaries, and affiliates, harmless from and against any and all Claims related to, in connection with, arising from, or alleged to arise from, directly or indirectly, the failure to obtain the Offered Services.

Nissan Internal

7. I hereby waive, release, and forever discharge any claims that I have or may have against the Nissan Parties, their officers, directors, employees, contractors, parent, dealers, retailers, suppliers, subsidiaries, and affiliates, arising from or alleged to arise from the failure to obtain the Offered Services. I covenant and agree that I will not assert or maintain any claims against the Nissan Parties related to the failure to obtain the Offered Services. **I FULLY RELEASE AND PROMISE NOT TO SUE THE NISSAN PARTIES FOR BODILY INJUURY, DEATH, OR PROPERTY DAMAGE WHICH I MAY SUFFER WHILE DRIVING, OPERATING, RIDING IN, OR USING THE VEHICLES, REGARDLESS OF THE CAUSE.**
8. I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted. I agree that this Release shall be governed by and interpreted in accordance with the laws of the State of Tennessee. I agree that any dispute arising from this Release shall be brought only in state court in Williamson County, Tennessee or in the federal court in the U.S. District Court for the Middle District of Tennessee, in Nashville, Tennessee. The Release constitutes the Parties' entire agreement as to the subject matter of the Release and supersedes all prior statements or agreements, both written and oral. If any court of competent jurisdiction finds any provision of the Release to be unenforceable or invalid, then the provision shall be ineffective to the extent of the court's finding without affecting the enforceability or validity of the Release's remaining provisions. Upon a Party's breach or default of the Release, the other Party's failure to exercise a right in the Release is not a waiver of that right as to any future breach or default. No right or remedy in the Release is exclusive of any other right or remedy in the Release or provided by law. All rights and remedies in the Release or provided by law are cumulative.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_