



## ROM QuickGym Warranty

Conditions of Warranty/Guarantee/Warnings: **(Please read and sign twice below.)**

1. The **ROM** QuickGym machine, hereinafter referred to as "machine", is warranted for parts only, for a period of 5 years from the date of purchase. The machine is user serviceable, and can be serviced by any handy person or bicycle mechanic.
2. The machine is guaranteed to be flawed in some manner, since it was conceived by humans, constructed, sold, and shipped by humans, and humans are incapable of perfection. Therefore, we can safely guarantee the realistic possibility that anyone can suffer loss or sustain injury (even fatal injury) as a result of using this machine, or even being near it. We therefore warn and guarantee that some such loss or injury can/will occur from the use of this machine, simply due to its human design and manufacture. Instructions for use may have been insufficient and flawed as well.
3. We herewith notify users that there are no implied warranties, and none are to be assumed to exist for damage, injury, or death resulting from use or in any other relation to the machine. We herewith also notify the undersigned that by accepting custody of the machine they will accept full responsibility for any loss or injury arising from, or in conjunction with, the machine. Custody of a machine will only be conveyed to individuals, businesses, or organizations who will accept these responsibilities. All others who are not willing to take on such responsibility need not apply for rental, purchase, or other methods of obtaining custody or use of a machine. This document is intended to render lawsuits virtually impotent.
4. These warranty/guarantee requirements and warnings are courtesy of the legal profession, which has forced small and large manufacturers and providers of services to their knees, or out of business altogether. The legal theories upon which most liability suits are based are from expectations of perfection by humans. It is patently illegal (or at least should be) to legally require perfection from humans when that is something humans are incapable of. We do not promise our customers perfection, nor do we imply such. On the contrary, we guarantee imperfection. According to opportunistic legal professionals, liability insurance covers something allegedly lacking in products or services, namely perfection. How droll. Any loss or injury resulting from such allegedly lacking perfection is termed an accident by those lawyers. Absence of perfection in humans is no accident, it is guaranteed, because we humans lack perfection by law of nature, and could, by all reason, not be held responsible for such lack of perfection in anything we do or make. Therefore, liability insurance is nonsense, and we carry none. No deep pockets here.
5. If any of the above subject matter is ruled to be illegal in any court of law, in which the validity of this document may be contested, any resulting partial invalidation of this document shall not invalidate the remainder of the rights, duties, and stipulations contained herein. Notwithstanding the above, in the event that any person who brings any type of legal action against ROMFab or ROM Quickgym, this action shall be brought in the County of Los Angeles, State of California, and any such action shall be governed by the laws of the State of California. This shall include any claim of product defect or liability due to design or manufacturing imperfections.

**The undersigned has read and understands the conditions of warranty.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**The undersigned accepts the above conditions of warranty.**

Print full name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_