FOG/SMOKE USAGE LIABILITY WAIVER

WARNING: The introduction of vapor from fog fluid, like any other common material in an aerosolized state, may be irritating to or cause allergic symptoms in some persons with allergic sensitivity. Do not fog in the presence of known asthmatics.

For those reasons, California Stage & Lighting, inc., strongly recommends that in consideration of the safety of your audience and your performers, an informational statement be made (a printed placard at the lobby doors is often used) informing your patrons of the use of smoke/fog during your performance.

In consideration of the rental and or/use of the rental equipment or other items (hereinafter 'Rental Equipment') listed on the Rental Contract, each of the undersigned, for himself, his agents, employees, personal representatives, heirs, and next of kin (hereinafter referred to as 'Releasors'), acknowledge, agree, and covenant as follows:

1. Releasors hereby release, waive, discharge, and covenant not to sue California Stage & Lighting, Inc., it's agents, employees, officers, directors, successors and assigns (hereinafter referred to as 'Releasees') from all liability to Releasors for any or all losses, damages and from any claims or demands therefore on account of injury to the person or property or resulting in the death of the Releasors, whether caused by the negligence, either active or passive, of the Releasees, or caused by any defect, either latent or patent, of the Rental Equipment, or otherwise, while the Releasors are using or in custody of the Rental Equipment.
2. Releasors hereby agree to indemnify and hold harmless the Releasees, and each of them from any and all loss, liability, damage, or cost they may incur due to the use by Releasors of the Rental Equipment.
3. Releasors hereby assume full responsibility for any risk of bodily injury, death or property damage due the negligence, either active or passive, of Releasees or otherwise while the Rental Equipment is in the possession, custody, or control of the Releasors.
4. Releasors herby expressly acknowledge and agree the Releasees have made no oral or written representations or warranties, either express or implied, of the condition or fitness of the Rental Equipment for the use intended by the Releasors.
5. Releasors hereby expressly acknowledge and agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion is held to be invalid, it is agreed that the balance shall continue in full force and effect.

The undersigned has carefully read, fully understands and voluntarily signs this Release and Waiver of Liability and Indemnity Agreement.

Customer Name_____Rental Agreement_____

Dated:_____,20___ _____

(signed) **(title)**