



STROBE LIGHT USAGE LIABILITY WAIVER

WARNING: The use of strobe lights in a public place can be hazardous to performers and audience for the following reasons:

1. **Strobe lights can disorient performers (or audience members), which could result in physical injury.**
2. **Strobe light has been shown to trigger sudden onset of some medical conditions, including epilepsy, when used at certain rates of 'flash.'**

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 strobe lights 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 'Releasers'), acknowledge, agree, and covenant as follows:

1. Releasers 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 Releasers 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 Releasers, 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 Releasers are using or in custody of the Rental Equipment.
2. Releasers 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 Releasers of the Rental Equipment.
3. Releasers 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 Releasers.
4. Releasers hereby 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 Releasers.
5. Releasers 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)