



CLEAR WAV. PRODUCTIONS – GENERAL LIABILITY WAIVER (IN-HOUSE PODCAST SERVICES)

Client Name: _____

Date of Service: _____

Session Type: ☐ Self-Serve ☐ Assisted ☐ Full Production

Location: The Spot, [Address]

1. Assumption of Risk

I acknowledge that using Clear Wav. The studio space and equipment in Productions' studio involve inherent risks, such as tripping over cables, minor electrical hazards, equipment malfunctions, or data loss. I assume full responsibility for any personal injury, property damage, or loss of recording, except in cases of Clear Wav—gross negligence.

2. Release & Hold Harmless

I release and hold harmless Clear Wav. LLC, The Spot, their owners, employees, agents, and representatives, from any liability, claims, or causes of action arising from the use of the studio, equipment, and services, except in cases of intentional or grossly negligent acts.

3. Indemnification

I agree to indemnify and defend Clear Wav. LLC and The Spot against any claims or damages stemming from my negligence, misconduct, or breach of this waiver, including legal fees and investigation costs.

4. Equipment Care & Liability

I will use equipment responsibly, follow all guidelines, and immediately report malfunctions. I am financially liable for any damage due to misuse or negligence. Minor wear is exempt if covered under the Damage Waiver.

5. Media & Content

I am solely responsible for the content created during my session. I grant Clear Wav. LLC and The Spot have a non-exclusive, royalty-free license to use audio, video, images, or clips from the session for promotional or community purposes without further consent or compensation.

6. Content Usage Consent

Ownership of the original content remains with the client; any promotional use by Clear Wav is permitted. LLC and The Spot will be respectful and community-focused.

7. Guest Release

If I bring guests, I confirm they have consented to be recorded and appear in promotional materials, and are bound by the terms of this waiver.

8. Governing Law & Severability

This waiver is governed by the laws of the State of Utah, and any disputes arising from or related to this waiver shall be resolved in the courts of the State of Utah. If any clause is invalid, the remaining provisions remain enforceable.

9. Entire Agreement

This document represents the whole agreement between the client and Clear Wav. LLC. Please note that any prior discussions or agreements not included here are not legally binding.

Client Acknowledgement

By signing below, I confirm that I have read, understood, and agree to the terms outlined in this waiver.

Client Signature: _____

Printed Name: _____

Date: _____

For Participants Under Age 18

If the participant is under 18, the following must be completed by a parent or legal guardian.

I, the undersigned, affirm that I am the parent or legal guardian of the minor named below. I have read and understood all sections of this liability waiver, including the assumption of risk, release of liability, content responsibility, and content usage rights.

By signing, I consent to the minor's participation in services provided by Clear Wav. LLC and The Spot agree to all terms on their behalf.

Minor's Full Name: _____

Parent/Guardian Name: _____

Relationship to Minor: _____

Parent/Guardian Signature: _____

Date: _____