

Clear Wav. Productions – Audio Equipment Rental Liability Waiver

Client Name: _____
Date of Rental: _____
Rental Duration: _____
Equipment Rented (list & serial #): _____

1. Assumption of Risk

I acknowledge that renting and using audio equipment from Clear Wav. Productions involve inherent risks such as equipment malfunction, improper setup, electrical hazards, and potential injury from misuse. I assume full responsibility for any risks and damages that may occur during the rental period, except in cases of Clear Wav. gross negligence.

2. Equipment Inspection & Photo Documentation

- Equipment was inspected and is in good working order at pickup.
- Clear Wav. Documents each item with photos.
- Clients are encouraged to review and may take their photos.
- Returned items will be compared against records to assess for new damage.

3. Care & Proper Use

- I agree to:
- Use equipment only as intended.
 - Protect from moisture, extreme conditions, or improper transportation.
 - Return equipment clean and on time.
 - Personally cover loss, theft, or damage beyond everyday use.

3A. Delivery & Transportation

- If the client opts for Clear Wav. Productions to handle delivery and/or pickup of equipment:
- Clear Wav. remains responsible for the condition of the equipment until it is transferred to the client’s possession.
 - The client (or their authorized representative) must inspect and sign off on the condition of the equipment upon delivery.
 - After sign-off, the client assumes full responsibility for the equipment.

For returns:

- The client remains responsible for the equipment until Clear Wav. Takes possession and confirms its return condition.
- If Clear Wav. is scheduled to pick up equipment, the client must ensure the equipment is securely stored until retrieval.

Important: Clear Wav. is not responsible for any damages that occur after delivery is completed and signed for, or before pickup, if the equipment is not secured.

4. Damage, Loss, or Theft

- If any equipment is damaged, lost, or stolen, I will:
- Notify Clear Wav. immediately.
 - Pay fair market repair/replacement costs.
 - Permit Clear Wav. to choose repair providers or replacements.

5. Optional Damage Waiver & Tiered Deductibles

Clients may purchase an optional Damage Waiver for \$20 per rental period.

If the Damage Waiver is purchased, the following deductible tiers apply per incident:

- Minor Damage: \$50 deductible (e.g., minor scuffs)
- Moderate Damage: \$100 deductible (e.g., functional impairment)
- Major Damage: Full cost for repairs or replacements over \$500

Exclusions:

- The Damage Waiver does NOT cover:
- Theft or loss of equipment
 - Liquid or water damage
 - Damage due to negligence, abuse, or improper usage
 - Unauthorized repairs or modifications

The deductible must be paid upon return of damaged equipment and prior to assessment or replacement. Clear Wav. Productions reserves the right to determine the damage classification through professional assessment.

6. Late Return

Equipment must be returned on the agreed date/time. Late returns incur daily fees at the standard rental rate.

7. Liability Release & Indemnification

I release Clear Wav. LLC, The Spot, and affiliates from all liability for injury, damage, or loss during the rental. I also indemnify them from any third-party claims arising from my use, including legal fees.

8. Insurance Requirement or Damage Waiver

- Clients are responsible for any damage, loss, or theft of rented equipment. As protection, clients may:
- Purchase the optional Damage Waiver for \$20 per rental period, which limits liability according to the deductible tiers outlined in Section 5, OR
 - Provide proof of active equipment rental insurance that covers loss, theft, and damage during the rental period.

If neither the Damage Waiver is purchased nor proof of insurance is provided, the client remains fully liable for the replacement or repair costs of all rented equipment.

9. Subrogation Waiver

I agree that my insurance provider waives any right to recover their payments from Clear Wav. LLC or The Spot in the event of a claim.

10. Governing Law & Severability

The laws of the State of Utah govern this agreement. Disputes shall be resolved in the courts of the state of Utah. If any part is invalid, the rest remains enforceable.

11. Entire Agreement

This document is the whole agreement regarding the rental. No other prior contracts apply.

12. Minors and Guardian Consent

- If the client is under the age of 18, this waiver must be signed by a parent or legal guardian. By signing below, the parent or guardian agrees to:
- Assume full responsibility for the minor’s actions related to the use of rented equipment.
 - Ensure the minor adheres to all terms in this agreement.
 - Accept full liability for any damages, losses, or injuries caused by or involving the minor.

Minor’s Full Name: _____
Parent/Guardian Name: _____
Relationship to Minor: _____
Parent/Guardian Signature: _____
Date: _____

Client Acknowledgement
By signing below, I confirm that I have read, understood, and agree to all terms.

Client Signature: _____
Printed Name: _____
Date: _____

