

Holatron Sales Agreement

- 1) I _____ (“User”), as an expressly agreed upon condition of the sale and purchase of a Holatron System (the “product”) or any part thereof by User from SKEETER Special Effects, Inc. DBA Roger George Rentals (“Seller”) acknowledge User’s awareness and agreement hereby that utilization of the product and participation in activities utilizing pyrotechnics and/or special effects, including but not limited to, fireworks, rockets, explosives, and/or any other kind or type of special effects is an ultra-hazardous activity carrying both implied and explicit risks of serious injuries and damages to User and to other persons, and/or property.

- 2) User expressly assumes all risks of any kind connected with the utilization of the product and all risks of any kind which may result from participation in any and all activities for which the product may be used. User acknowledges that he/she/it has the necessary and required skill, expertise, training and licensing, as may be applicable or necessary by custom, usage, trade or law, to engage and participate in the ultra-hazardous activities connected with the use, purchase, transportation, or employment of the product(s) sold under this agreement.

- 3) User acknowledges that Holatron Systems, LLC, and/or SKEETER Special Effects, Inc. DBA Roger George Rentals has not and will not conduct any investigation into the skill, expertise, training and licensing, as may be applicable or necessary by custom, usage, trade or law, of User or of User’s agents, employees and/or assigns, to engage and participate in the ultra-hazardous activities connected with the use, purchase, transportation, or employment of the product.

- 4) User expressly agrees that Holatron Systems, LLC, and/or SKEETER Special Effects, Inc. DBA Roger George Rentals, its officers, employees, agents and assigns shall not be liable for any claim, demand, cause of action of any kind whatsoever for, or on account of death, personal injury, property damage or loss of any kind resulting from or related to User’s or User’s employees’, agents’ or assigns’ use of the product, and User expressly agrees to indemnify, defend in any action at law, and hold harmless Holatron Systems, LLC, and/or SKEETER Special Effects, Inc. DBA Roger George Rentals, its officers, employees agents and assigns from any claim, demand, cause of action of any kind whatsoever for, or on account of death, personal injury, property damage or loss of any kind resulting from or related to User’s or User’s employees’, agents’ or assigns’ use of the product, whether brought by the user, user’s agent, or assigns, or any third party.

- 5) User acknowledges that the assumption of liability and agreement to hold harmless contained herein is a material part of the consideration whereby Seller has been induced to sell the product to User and Seller would not enter into this transaction absent such inducement.

SELLER

USER

By: _____

Its:

Print Name: _____

Date: _____

Date: _____