

**RENTAL & WAIVER FORM AGREEMENT
COOK'S OUTDOORS**

1. Rights to Equipment. I understand that the equipment, including any safety equipment, (shown on attached Exhibit "A") is, and shall at all times be and remain the sole and exclusive property of Cook's Outdoors and that I shall acquire no right, title, or security interest in the equipment, except for the right to use said equipment as set forth below.
2. Use of Equipment. I agree to use the equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police, and other laws, ordinances and regulations in any way relating to the possession, use, or maintenance of the equipment. I further agree to use the equipment only for the sport for which the equipment was intended.
3. Warranties. Cook's Outdoors makes no warranties, either express or implied, as to any matter whatsoever, including but without limiting the generality of the foregoing, the condition of the equipment, its merchantability, or its fitness for any particular purpose.
4. Equipment Failure. Cook's Outdoors shall not be liable for any damages by reason of failure of the equipment to operate or faulty operation of the equipment. Cook's Outdoors shall not be held responsible for any direct, indirect, or consequential damages or losses resulting from the operation or use of the equipment. I acknowledge that the equipment was delivered to me in good repair, and I accept it "as is". No defect or unfitness of the equipment shall relieve me of the obligation to pay for rental or any other obligation for my use of the equipment.
5. Return of Equipment. I agree to return the equipment in good repair, condition, and working order (ordinary wear and tear resulting from proper use thereof alone excepted). If I fail to return equipment in good repair, condition, and working order, or I shall lose said equipment, I shall be responsible for the replacement, at full retail value, of the equipment. I further agree that there shall be no refund for early return of the equipment.
6. Shuttle Service. Included with the equipment rental, is a shuttle service up and down the Cedar River in vehicles provided for by Cook's Outdoors.
7. Indemnification and Hold Harmless. I understand that there are inherent and other risks involved in the sport or activities for which the equipment is rented, and participation in any activity organized by Cook's Outdoors. I personally assume those risks, and agree to hold Cook's Outdoors, its shareholders, members, managers, officers, employees, and agents harmless from any and all claims, including any claim made by my family, estate, heirs, or assigns, which may result from my use of the equipment or participant in any activity organized by Cook's Outdoors.
8. Miscellaneous.
 - A. This Agreement shall be construed, construed, and enforced in accordance with the laws of the State of Iowa. The parties consent to the jurisdiction of the Iowa District Court for Black Hawk County as the sole venue to resolve any and all claims relating to and arising from this Agreement.
 - B. This Agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties, express or implied, other than those contained herein and no amendments thereto shall be valid, unless made in writing and signed by the parties.
 - C. This Agreement shall be binding upon the parties and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties.
 - D. The prevailing party in any legal action brought to enforce this Agreement shall be entitled to reasonable attorney fees and costs.

COOK'S OUTDOORS

CUSTOMER: *

By: _____

*Parent/Guardian must sign on behalf of a child Customer, if Customer has not reached age 18. By signing this form, Parent/Guardian is granting _____ (name of child), permission to rent and use equipment and agreeing on behalf of the parents and guardians and the child to be bound by the terms above.