

LIABILITY WAIVER LESSEE (CUSTOMER AND EACH OF ITS SUCCESSORS, ASSIGNS, AGENTS, OFFICERS, DIRECTORS, SHARHOLDERS, PARTNERS, SERVANTS, AGENTS AND EMPLOYEES, COLLECTIVELY REFERRED TO AS "LESSEE") ACKNOWLEDGES AND AGREES THAT: (a) EACH ITEM OF LEASED PROPERTY IS OF A TYPE, DESIGN, QUALITY AND MANUFACTURE SELECTED BY LESSEE, ACCEPTABLE TO LESSEE AND SUITABLE FOR LESSEE'S PURPOSES; (b) LESSOR (Baby Smart Travel, AND EACH OF ITS SUCCESSORS, ASSIGNS, AGENTS, OFFICERS, DIRECTORS, SHARHOLDERS, PARTNERS, SERVANTS, AGENTS AND EMPLOYEES, COLLECTIVELY REFERRED TO AS "LESSOR") IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT OR THE REPRESENTATIVE OF EITHER; (c) LESSOR IS NOT REQUIRED TO ENFORCE ANY MANUFACTURER'S WARRANTIES ON BEHALF OF ITSELF OR LESSEE; (d) LESSOR HAS NOT INSPECTED AND IS NOT OBLIGATED TO INSPECT THE EQUIPMENT; (e) LESSOR LEASES THE EQUIPMENT TO LESSEE AS IS WITHOUT WARRANTY OR REPRESENTATION EITHER EXPRESS OR IMPLIED, AND THE LESSOR EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, AS TO (i) THE TITLE ,CONDITION, FITNESS FOR USE FOR A PARTICULAR PURPOSE, DESIGN, COMPLIANCE WITH SPECIFICATIONS, OPERATION, OR MERCHANTABILITY THEREOF, (ii) THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCERNABLE, (iii) THE ABSENCE OF INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT OR (iv) ANY OTHER MATTER WHATSOEVER, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN THE LESSOR AND THE LESSEE, ARE TO BE BORNE BY THE LESSEE.

LESSEE FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE LESSOR FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES (INCLUDING NEGLIGENCE, TORT AND STRICT LIABILITIES), DEMANDS, ACTIONS, SUITS AND PROCEEDINGS, LOSSES, COSTS, PENALTIES AND DAMAGES, INCLUDING WITHOUT LIMITATIONS, REASONABLE ATTORNEYS' FEES AND COST (COLLECTIVELY "CLAIMS"), ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE MANUFACTURE, SELECTION, PURCHASE, DELIVERY, POSSESSION, CONDITION, USE, OPERATION, HANDLING, TRANSPORTAION OR RETURN OF THE LEASED PROPERTY. GOVERNING LAW: THIS AGREEMENT SHALL BE INTERPRETED AND GOVERNED IN ACCORDANCE TO ARKANSAS LAW. THE LESSEE AGREES THE VENUE TO BE BENTON COUNTY, ARKANSAS. ARBITRATION: FOR PURPOSE OF RESOLVING DISPUTES: THE LESSOR AND LESSEE AGREE TO ARBITRATE THE MATTER. EACH PARTY WAIVES THE RIGHT TO A JURY TRIAL OR COURT TRIAL, THE SOLE AND EXCLUSIVE METHOD TO RESOLVE ANY CLAIMS IS ARBITRATION. THE PARTIES EACH WAIVE THEIR RIGHT TO COMMENCE AN ACTION IN ANY COURT TO RESOLVE A CLAIM. EXCEPT FOR AN ACTION FOR INJUNCTIVE RELIEF PENDING RESOLUTION OF A CLAIM PURSUANT TO THIS DISPUTE RESOLUTION PROCEDURE, NEITHER PARTY SHALL INITIATE OR PROSECUTE ANY LAWSUIT IN ANY WAY RELATED TO THE CLAIM.