

# Minor Waiver

## WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I, \_\_\_\_\_ (parent/legal guardian's name), am the parent/legal guardian of \_\_\_\_\_ (minor's name), whose date of birth is \_\_\_\_\_ (minor's DOB) (hereinafter "minor". I hereby certify that I am over eighteen (18) years of age, and am of sound mind at the time of the execution of this Waiver, Release, Hold Harmless, and Indemnification Agreement (hereinafter "Release") and agree to the following:

CATNIP CAT CAFE has available certain cats and other live animals to be played with by customers at the establishment and agrees to allow the minor to play with same in consideration of both the payment of the fees for same and my execution of this Release and agreeing to be bound by its terms.

I am aware of and fully understand the inherent dangers involved in playing with cats and other live animals, including the risk of death and/or personal injury or damage to myself, other persons, my property, and/or the property of others while participating in such activities or having my property at the site of such activities. I further acknowledge that participants in such activities and other person involved in these activities may not be covered under insurance of Catnip Cat Cafe and that customers of Catnip Cat Cafe may not have any right to file a claim against Catnip Cat Cafe insurance policy. I freely and voluntarily execute this Release with such knowledge, and assume full and sole responsibility for the risk of death, personal injury and/or property loss arising from or in any way connected with my participation in the activities provided by the Catnip Cat Cafe.

I, on behalf of the minor, agree to abide by all rules and regulations that Catnip Cat Cafe may impose regarding the cats and other live animals. I, on behalf of the minor, agree to follow all rules and to undertake all activities in a responsible manner. IF I OR THE MINOR AM/ARE UNWILLING OR UNABLE TO FOLLOW ANY RULES, CATNIP CAT CAFE WILL TERMINATE MY CONTINUATION OF

SUCH ACTIVITIES, AND WE WILL NOT BE ENTITLED TO ANY REFUND OF OUR FEES.

I, on behalf of the minor, acknowledge that playing with cats and other live animals may not be supervised, and Catnip Cat Cafe staff will not be with the minor and me the entire time we are in contact with the cats and other live animals, but Catnip Cat Cafe staff will remain on the premises to monitor the activity of all current participants, offer guidance and encouragement, and be available to assist in the event of participant difficulty.

The minor has no physical or emotional issue(s), including, but not limited to, any allergies, which would adversely affect his/her ability to play with the cats or other live animals in a safe and appropriate manner.

I and the minor agree not to engage in any activity that will injure or otherwise hurt the cats or other live animals in any manner.

Catnip Cat Cafe reserves and possesses the right to remove minor/s off premises at any given time for any given reason.

I and the minor hereby release and forever discharge Catnip Cat Cafe, Norfolk SPCA & Billy the Kidden Rescue, their respective agents, owners, employees, and independent contractors, and their respective sureties, insurers, successors, assigns, and legal representatives, from any liability, claim, cause of action, demand and damages for injury, death or damages of any kind or nature whatsoever to myself or my property as a result of my engaging in any activities at Catnip Cat Cafe, including, but not limited to, playing with the cats and other live animals, whether such injury, death, or property damage is caused by the intentional or negligent act or omission on the part of (i) any other customer of Catnip Cat Cafe, (ii) any employee, agent, owners, or independent contractor of the Catnip Cat Cafe, Norfolk SPCA & Billy the Kidden Rescue or (iii) any other person at Catnip Cat Cafe. Furthermore, I and the minor agree to pay any and all attorney's fees and costs of the Catnip Cat Cafe, Norfolk SPCA & Billy the Kidden Rescue and any of their respective agents, employees, owners, and independent contractors if I or the minor bring any action, claim, or demand against the Catnip Cat Cafe or Norfolk SPCA & Billy the Kidden Rescue, or any

of their respective agents, employees, owners, and independent contractors for any reason for which this Release applies.

I and the minor agree to defend with counsel chosen by the indemnified party, indemnify, and hold harmless Catnip Cat Cafe, Norfolk SPCA & Billy the Kidden Rescue & Billy the Kidden Rescue, their respective agents, employees, owners, and independent contractors, their sureties, insurers, successors, assigns, and legal representatives from any liability, claim, cause of action, demand or damages for injury, death or damages of any kind or nature whatsoever to any person or their property resulting from any actual or claimed intentional or wrongful act or omission by the minor or me arising from or as a result of the minor or my presence at Catnip Cat Cafe or the minor or my participation in any activities at Catnip Cat Cafe. I and the minor agree to provide said defense and indemnity regardless of the merit of the claim.

I and the minor agree to and hereby bind our respective heirs, executors, assigns and all other legal representatives by executing this Release.

I and the minor hereby acknowledge and agree that this Release is intended to be construed and interpreted as broad and inclusive as permitted by the laws of Virginia. If any portion of this Release is found or declared to be invalid or unenforceable, such invalidity shall not affect the remainder of this Release not found to be invalid and the remainder of this Release shall remain in full force and effect. This Agreement shall be governed by the laws of Virginia (without regard to the laws that might be applicable under principles of conflicts of law, and without regard to the jurisdiction in which any action or special proceedings may be instituted), as to all matters, including but not limited to matters of jurisdiction, validity, property rights, construction, effect and performance. All disputes shall be subject to litigation only within the courts of Virginia.

BY EXECUTING THIS RELEASE, I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE, UNDERSTAND THE CONTENTS HEREOF, HAVE BEEN ADVISED AND HAD THE OPPORTUNITY TO SEEK INDEPENDENT COUNSEL OF MY CHOICE AND CERTIFY THAT I HAVE FREELY AND VOLUNTARILY EXECUTED THIS RELEASE. I ACKNOWLEDGE THAT I HAVE THE AUTHORITY TO SIGN THIS RELEASE ON BEHALF OF THE MINOR. I

FURTHER ACKNOWLEDGE, BUT FOR THE EXECUTION OF THIS RELEASE AND AGREEING TO BE BOUND BY THE TERMS HEREOF, CATNIP CAT CAFE WOULD NOT AUTHORIZE THE MINOR FOR WHICH I SIGN THIS RELEASE TO PARTICIPATE IN ANY ACTIVITIES AT CATNIP CAT CAFE.

Parent/Guardian: \_\_\_\_\_

Parent/Guardian Email Address: \_\_\_\_\_

Parent/Guardian Contact Phone Number: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Birthdate of Minor: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_