



## Catnip Cat Café

### Waiver of Liability, Informed Consent Release and Indemnity

**If you have any questions regarding the terms and conditions of this document, consult a lawyer before signing it or participating in any of the activities contemplated here.**

In consideration of Catnip, LLC, trading as Catnip Cat Cafe (Café) allowing \_\_\_\_\_ ("Client") to interact and play with cats and kittens who are available for adoption (hereinafter the "Cats") at the Café (collectively, the "Activity"), Client agrees:

1. Client is: (a) at least 18 years of age; or (b) younger than 18 years of age and accompanied or supervised by a parent/guardian who expressly consents by signing below to the minor's participation in the Activity, and agrees that the terms of this Waiver of Liability, Informed Consent Release and Indemnity ("Release") shall be binding upon the minor and his/her parent or guardian.

2. Client knows and understands that the Activity has inherent risks and dangers, including, but not limited to the risk of infection, disease, personal injury to the Client and others, and property damage, and Client wishes to participate in the Activity with that knowledge and understanding. Client assumes all risks of property loss, damage, and personal injury, disfigurement or death, resulting from or in connection with the Activity. Client, on behalf of himself/herself, and his/her family, heirs, guardians, and legal representatives, accepts and assumes all the risks of injury (including death) to himself/herself or their property.

3. Client releases and forever discharges and covenants not to sue the Café, The Norfolk Society for the Prevention of Cruelty to Animals, Inc., Billy the Kidden Rescue or any of their agents, employees, members, directors, managers, officers, servants, volunteers, subsidiaries, successors and licensors of those persons or entities (collectively "Releasees") from and against any and all liability, claims, demands, actions, causes of action, costs or expenses of whatever kind or nature including attorneys' fees and expenses, that he/she may have or that may hereafter accrue, arising out of or related to any harm, loss, damage or injury, including but not limited to bodily injury, suffering, death or property loss that may be sustained by Client or his/her heirs or assigns, whether caused by his/her action, negligence or recklessness, or the action, inaction, negligence or recklessness of any of the Releasees or third-parties, or arising from or in connection with the Activity. Client agrees not to institute or assist in the prosecution of any suit, claim for damages, cause of action at law, equity or otherwise against any of the Releasees arising out of any bodily injury, property damage or death Client his/her heirs, executors or administrators may suffer in connection with the Activity.

4. Client agrees to indemnify and hold each of the Releasees harmless from and against: (a) all claims, losses, actions or proceedings of every kind and character that may be presented or initiated against any of the Releasees by any person or entity in relation to Client's participation in the Activity; and (b) any claim arising from bodily injury or property loss arising from Client's participation in the Activity.

5. Client agrees to abide by all rules and regulations (the "Rules") the Café may impose in connection with participation in the Activity and it is the Client's responsibility to review and understand all of the Rules. Client acknowledges that while Client is engaging in the Activity, Café staff will be on the premises at all times, but Client's Activities will not be supervised. Client agrees not to engage in any activity that will injure or otherwise harm the Cats in any manner. Café staff may monitor the activity of Client and other participants and offer guidance and encouragement to the Client. If the Client fails to follow the Rules, the Café has the right to terminate Client's participation in the Activity and remove the Client from the Café, and the Client will not receive any refund of fees paid to the Café for participation in the Activity.

6. Client acknowledges and agrees that this Release: (a) shall continue in effect throughout and after Client's participation in the Activity; and (b) is binding on Client, his/her estate, heirs, executors and administrators. Client further acknowledges and agrees that if any provision of this Release is unenforceable, all remaining provisions of this Release will remain in full force and effect.

7. Client acknowledges that he/she is solely responsible for assessing his/her own mental and physical capability to safely participate in the Activity. Client represents and warrants that he/she is physically and mentally fit to participate in the Activity, and that he/she does not have any infirmity or condition, including allergies to cats, that would prevent or adversely affect his/her from safely and appropriately participating in the Activity.

8. By signing below: (a) Client acknowledges that he/she has read all of the provisions above, fully understands those terms and conditions and has freely accepted all of those provisions, including but not limited to those relating to assumption of risk, release of liability, covenant not to sue, indemnity and continuation of obligations; and (b) if Client is a minor, his/her parent or guardian consents to Client's participation in the Activity, and agrees that all terms of this Release shall be binding upon the parent or guardian in all respects. If Client is a minor, his/parent or guardian shall supervise the activities of the Client at all times while at the Café. This Release will be construed under Virginia law.

I have read and understand the statements above and execute this document fully aware that it contains an assumption of risk, release of liability, and indemnification provisions with respect to the Activity. I acknowledge that, but for the execution of this Release and agreeing to be bound by the terms hereof, Catnip Cat Café would not authorize me to participate in the activities at the Catnip Cat Café.

Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_

If Client is under 18 years of age:

Printed name of parent/guardian: \_\_\_\_\_ Date: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_