



Cat Cafe Release of Liability

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Please Read Carefully!

In exchange for participation in any interaction with cats and/or kittens at Niagara Falls Cat Cafe and/or use of the property, facilities, and services of Our location, I agree on behalf of myself (or on behalf of an accompanying minor) to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I hereby confirm that I am over eighteen (18) years of age, and am of sound mind at the time of the signing of this waiver, which stands to act as both an injury liability release on behalf of Niagara Falls Cat Cafe and an agreement to the following. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Niagara Falls Cat Cafe or cafe employees, representatives, and partners. I agree not to engage in any activity that will injure or otherwise hurt the cats and/or kittens in any manner. IF I AM UNWILLING OR UNABLE TO FOLLOW ANY RULES, NIAGARA FALLS CAT CAFE WILL TERMINATE MY CONTINUATION OF SUCH ACTIVITIES, AND I WILL NOT BE ENTITLED TO ANY REFUND OF NIAGARA FALLS CAT CAFE FEES.

2. ASSUMPTION OF THE RISKS AND INJURY RELEASE. I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable, that of an accompanying minor). I further voluntarily release and forever discharge Niagara Falls Cat Cafe, its employees, owners, representatives, and partners OF ANY AND ALL responsibility regarding liability for injury, loss, or damages personally incurred as a result of my presence at the Niagara Falls Cat Cafe, Whether caused by the fault of myself, Niagara Falls Cat Cafe, or other third parties. I agree to indemnify and hold harmless such parties from any and all claims or demands which are in any way connected with

my participation in this activity. I acknowledge that playing with cats and/or kittens may not be supervised and that Niagara Falls Cat Cafe staff will not be with me the entire time I am in contact with the cats and/or kittens, but that Niagara Falls Cat Cafe staff will remain on the premises to monitor, offer guidance and encouragement, and be available to assist in the event of participant difficulty.

3. INDEMNIFICATION. I agree to indemnify and defend Niagara Falls Cat Cafe against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my (or an accompanying minor's) use of or presence at Niagara Falls Cat Cafe.

4. FEES. I agree to pay for all damages to the facilities of Niagara Falls Cat Cafe caused by any negligent, reckless, or willful actions by me (or an accompanying minor).

6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that Niagara Falls Cat Cafe has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

7. INTERPRETATION. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Partie(s), explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement. I HAVE READ THIS DOCUMENT AND

UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

9. MINOR CONSENT. I (parent, guardian, or responsible adult) consent to the participation in the activity of interacting with cats and/or kittens on behalf of an accompanying minor and agree to ALL the above terms and conditions of this Agreement on their behalf.

10. EFFECTIVENESS OF AGREEMENT. The terms of this Agreement shall apply to all visits on or after the date hereof. As such, future visits by the signer will not require a separate release, however, proof of previous signing MAY be requested. This clause DOES NOT APPLY TO MINORS, a new waiver must be signed on behalf of EVERY minor upon EVERY visit.

11. COVID-19. As with the transmission of any communicable disease like a cold or the flu, you may be exposed to COVID-19, also known as "Coronavirus", at any time or in any place. Be assured that we follow applicable regulations and recommend personal protection and disinfection protocols to limit transmission of Coronavirus in our cafe. Despite our observance of applicable regulations and careful attention to disinfection and social distancing there still is a chance that you could be exposed to Coronavirus in our cafe, just as you might be at your gym, grocery store, or office. By signing to waiver, you (or an accompanying minor) consent to accept this risk inherent in visiting our cafe.

Full Name (Printed)

Signature

Date (Day, Month, Year)

