

WHISKERS CAT CAFÉ WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in being in the presence of and interaction with cats (the “Activity”), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever, including but not limited to, claims of negligence on the part of Whiskers Cat Café, arising out of my participation in the Activity, and do hereby release and forever discharge Whiskers Cat Café, located at 1440 Snyder Avenue, Philadelphia, PA, 19145, The Cat Collaborative and PURR-Philadelphia Urgent Rescue & Relief, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, partner rescues, and partner shelters, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity or any events or activities conducted on the Location of, or for the benefit of Whiskers Cat Café, The Cat Collaborative or PURR-Philadelphia Urgent Rescue & Relief.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK AND I ASSUME ANY AND ALL RISKS ASSOCIATED WITH THE ACTIVITY FOR MYSELF AND MINORS FOR WHICH I AM RESPONSIBLE, IF ANY. I UNDERSTAND THAT AS PART OF THIS ACTIVITY I WILL BE IN THE PRESENCE OF AND INTERACTING WITH CATS OF ALL SIZES, SHAPES AND TEMPERAMENTS. FURTHER, I UNDERSTAND CATS CAN BE UNPREDICTABLE IN NATURE AND MAY BITE, CLAW, OR SCRATCH ME OR MY RESPONSIBLE MINORS AT ANY MOMENT. FURTHER, I UNDERSTAND THE RISK ASSOCIATED WITH ALLERGIC REACTIONS TO CAT DANDER WITHIN Whiskers CAT CAFÉ AND EXPOSURE TO TRANSFERABLE INFECTIONS SUCH AS

RINGWORM AND CAT BODILY EXCREMENT INCLUDING BUT NOT LIMITED TO URINE, FECES, VOMIT, AND BLOOD. I AM ALSO AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I agree to indemnify and hold harmless Whiskers Cat Café against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Whiskers Cat Café incurs any of these types of expenses, I agree to reimburse Whiskers Cat Café.

I acknowledge that Whiskers Cat Café and their directors, officers, volunteers, partner shelters, partner rescues, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Whiskers Cat Café.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE WHISKERS CAT CAFE, LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PARTNER RESCUES AND PARTNER SHELTERS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Whiskers CAT CAFÉ FOR PERSONAL INJURY

OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Whiskers Cat Café, its agents, volunteers and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant and Whiskers Cat Café agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

By booking my reservation, I affirm that I am of the age of 18 years or older, and that I am freely acknowledging this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware

that this is a release of liability and a contract.

Printed Name: _____

Signature: _____

Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be acknowledged by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of the accompanying Minors and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Name of Minor(s) _____

Printed Name of Parent/Guardian _____

Signature of Parent/Guardian _____

Date: _____

Name of Minor(s) _____

Printed Name of Parent/Guardian _____

Signature of Parent/Guardian _____

Date: _____

Name of Minor(s) _____

Printed Name of Parent/Guardian _____

Signature of Parent/Guardian _____

Date: _____