

**Cat Tales Cat Café**  
**Waiver, Release and Indemnification Agreement**

I, the undersigned patron (“Patron”), understand and acknowledge that Cat Tales Cat Cafe has available certain cats and/or kittens to be interacted with by customers at their establishment, and that Cat Tales Cat Café agrees to allow me, Patron, or any minors in my care, to play with those cats and/or kittens in consideration of both the payment of certain fees, and my execution of this waiver and release (“Release”).

I acknowledge and understand that cats and/or kittens, as with most animals, may act, or react, in unpredictable ways to sounds, sudden movements, people, or other animals that could result in injuries to people. As such, I am aware of and fully understand the inherent dangers involved in playing with cats and/or kittens, including the risk of personal injury or damage to myself, including any minors in my care, or to my property, and/or the property of others while participating in such activities.

By signing this Release, I hereby waive, release, discharge, and covenant not to sue Cat Tales Cat Café, their owners, employees, volunteers, or agents (hereinafter collectively referred to as the “Released Parties”), from any liability, claim, cause of action, demand and damages for injury, death or damages of any kind or nature whatsoever to myself, or any minors in my care, or property, as a result of our engaging in any activities at Cat Tales Cat Café, including, but not limited to, playing with any cats and/or kittens, whether such injury or property damage is caused by the intentional or negligent act or omission on the part of (i) any other customer of Cat Tales Cat Café, (ii) any employees, volunteers, or agents of Cat Tales Cat Café, or (iii) any other person at Cat Tales Cat Café. Furthermore, I agree to pay any and all attorney's fees and costs of the Cat Tales Cat Café, and any of their owners, employees, volunteers, or agents if I, or any minor in my care (or someone on their behalf), bring any action, claim, or demand against the Cat Tales Cat Café, or any of their owners, employees, volunteers, or agents for any reason for which this Release applies.

I authorize Released Parties to administer first aid for injuries which I, or any minors in my care, may incur while at Cat Tales Cat Café. However, I understand Released Parties make no guarantee or promise to administer first aid. I further release and forever discharge Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered, or not rendered, in connection with my activities at Cat Tales Cat Café.

I agree, on my behalf, and for any minor in my care, to follow all rules that Cat Tales Cat Café set forth, and to undertake all activities engaged in at Cat Tales Cat Café in a responsible manner. If I, or any minor in my care, are unwilling or unable to follow any rules, Cat Tales Cat Café may terminate the continuation of my activities at Cat Tales Cat Café, and I will not be entitled to any refund of the fees paid.

Additionally, Patron agrees to indemnify and hold each of the Released Parties 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 Released Parties by any person or entity in relation to Patron’s attendance, or for any minor Patron has signed for, at Cat Tales Cat Café; and (b) any claim arising from bodily injury or property loss arising from Patron’s attendance, or for any minor Patron has signed for, at Cat Tales Cat Café. Should I, or anyone acting on my behalf, or on behalf of a minor for whom I am signing this Release, choose to challenge the provisions of this Release, I agree to indemnify and hold harmless the Released Parties for any and all attorney fees that may be incurred.

This Release shall be governed by the laws of North Carolina as to all matters, including but not limited to matters of jurisdiction, validity, property rights, construction, effect and performance. Any and all

disputes shall be brought in the courts in Orange County, North Carolina. I agree that my Release is intended to be as broad and as inclusive as permitted by the laws of the North Carolina, and that if any provision in this Release is held invalid, the other provisions shall remain in full force and effect.

By signing below, either in person or electronically, I acknowledge and attest that I have the capacity and legal authority to sign on my behalf, or on the behalf of any minor, and that I am over the age of eighteen (18), and acknowledge that I have read and understood the above waiver and release, and intend to be bound by the terms thereof.

**[IF ELECTRONIC]**

Full Name \* \_\_\_\_\_

Email Address \* \_\_\_\_\_

Today's Date \* \_\_\_\_\_

Electronic Signature\* \_\_\_\_\_

**[IF PAPER SIGNATURE]**

Patron Name: \_\_\_\_\_ Date: \_\_\_\_\_

Patron Signature: \_\_\_\_\_

\_\_\_\_\_ Check if signing for a minor (age 18 or younger)

**PARENT / GUARDIAN WAIVER FOR MINORS**

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

By signing above, I hereby certify that I am the parent or guardian of the accompanying minor(s), and do hereby give my consent, without reservation, to the foregoing Release terms on behalf of such minor(s). And, further acknowledge that I shall supervise the activities of any minors in my care at all times while at the Cat Tales Cat Café.

Minor's name(s): \_\_\_\_\_

**Please initial only one (1) of the following options regarding use of photographs.**

\_\_\_\_\_ **“I Do”** *OR* \_\_\_\_\_ **“I Do Not”** authorize Cat Tales Cat Café, to publish photographs taken of myself and/or the minor child or children listed above, and our names, for use in the Cat Tales Cat Café print, online and video-based marketing materials. By checking “I Do”, I acknowledge that participation is voluntary and that neither I, nor the minor child or children, shall receive financial compensation of any type associated with the use of these photographs as noted above. As such, I hereby release Cat Tales Cat Café, its owners, employees, volunteers, or agents involved in the creation or publication of Cat Tales Cat Café marketing materials, from liability for any claims by me or any minor children noted above with regard to such marketing materials.