

***WHISKERS CAT CAFE RELEASE OF LIABILITY -PLEASE
READ CAREFULLY***

In exchange for participation in the activity of interacting with cats and/or kittens organized by Whiskers Cat Cafe, of 3705 Summit Street, Kansas City, Missouri, 64111 and/or use of the property, facilities and services of Whiskers Cat Cafe, I agree for myself and (if applicable) for the members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. 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, liability release, indemnification agreement (hereinafter "Release") and agree 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 Whiskers Cat Cafe, or the employees, representatives or agents of Whiskers Cat Cafe. 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, WHISKERS CAT CAFE WILL TERMINATE MY CONTINUATION OF SUCH ACTIVITIES, AND I WILL NOT BE ENTITLED TO ANY REFUND OF WHISKERS CAT CAFE FEES.

2. ASSUMPTION OF THE RISKS AND 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) my family members, and further release and discharge Whiskers Cat Cafe for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Whiskers Cat Cafe, whether caused by the fault of myself, my family, Whiskers Cat Cafe or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend Whiskers 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 my family's use of or presence upon the facilities of Whiskers Cat Cafe.

4. FEES. I agree to pay for all damages to the facilities of Whiskers Cat Cafe caused by any negligent, reckless, or willful actions by me or my family.

5. MINOR CONSENT. I, _____ (parent or guardian) consent to the mentioned minor in the participation in the activity of interacting with cats and/or kittens, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I

have legal authority over and custody of _____ (minor).

7. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Missouri law.

8. 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 I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Whiskers Cat Cafe has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

9. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, 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.

10. 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.**

Date:

Print Name

Signature:
