

Constellation Cat Cafe ADULT Release and Indemnification Agreement

I, named below and (hereinafter “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 Release and Indemnification Agreement (hereinafter “Release”) and agree to the following:

1. CONSTELLATION CAT CAFE and SAVED BY ZADE (hereinafter jointly “CONSTELLATION CAT CAFE”) has available certain cats and other live animals to be played with by customers at CONSTELLATION CAT CAFE and agrees to allow me to play with same in consideration of both the payment of the fees for same and my execution of this Release and agreeing to be bound by its terms.

2. I am aware of and fully understand the inherent dangers involved in playing with cats and other live animals, including the risk of personal injury or damage to myself, other persons, my property, and/or the property of others while participating in such activities or having my property at the site of such activities. I further acknowledge that participants in such activities and other persons involved in these activities may not be covered under insurance of CONSTELLATION CAT CAFE and that customers of CONSTELLATION CAT CAFE may not have any right to file a claim against any CONSTELLATION CAT CAFE insurance policy. I freely and voluntarily execute this Release with such knowledge and assume full and sole responsibility for personal injury and/or property loss arising from or in any way connected with my participation in the activities provided by CONSTELLATION CAT CAFE.

3. I agree to abide by all rules and regulations that CONSTELLATION CAT CAFE may impose regarding the cats and other live animals. I agree to follow all rules and to undertake all activities in a responsible manner. IF I AM UNWILLING OR UNABLE TO FOLLOW ANY RULES, CONSTELLATION CAT CAFE WILL TERMINATE MY CONTINUATION OF SUCH ACTIVITIES, AND I WILL NOT BE ENTITLED TO ANY REFUND OF FEES.

4. I acknowledge that playing with cats and other live animals may not be supervised, and CONSTELLATION CAT CAFE staff/volunteers will not be with me the entire time I am in contact with the cats and other live animals, but CONSTELLATION CAT CAFE staff/volunteers will remain on the premises to monitor the activity of all current participants, offer guidance and encouragement, and be available to assist in the event of participant difficulty.

5. I have no physical or emotional issue(s), including, but not limited to, any allergies, which would adversely affect my ability to play with the cats or other live animals in a safe and appropriate manner.

6. I agree not to engage in any activity that will injure or otherwise hurt the cats or other live animals in any manner.

7. I hereby release and forever discharge CONSTELLATION CAT CAFE, their respective agents, owners, employees, and independent contractors, and their respective sureties, insurers, successors, assigns, and legal representatives, from any liability, claim, cause of action, demand and damages for injury, death or damages of any kind or nature whatsoever to myself or my property as a result of my engaging in any activities at CONSTELLATION CAT CAFE, including, but not limited to, playing with the cats and other live animals, whether such injury, death, or property damage is caused by the intentional or negligent act or omission on the part of (i) any other customer of CONSTELLATION CAT CAFE, (ii) any volunteer, employee, agent, owners, or independent contractor of CONSTELLATION CAT CAFE, or (iii) any other person at CONSTELLATION CAT CAFE. Furthermore, I agree to pay any and all attorney's fees and costs of CONSTELLATION CAT CAFE and any of their respective agents, employees, owners, and independent contractors if I bring any action, claim, or demand against CONSTELLATION CAT CAFE.

or any of their respective agents, employees, owners, and independent contractors for any reason for which this Release applies.

8. I agree to defend with counsel chosen by the indemnified party, indemnify, and hold harmless CONSTELLATION CAT CAFE, their respective agents, employees, owners, and independent contractors, their sureties, insurers, successors, assigns, and legal representatives from any liability, claim, cause of action, demand or damages for injury, death or damages of any kind or nature whatsoever to any person or their property resulting from any actual or claimed intentional or wrongful act or omission by me arising from or as a result of my presence at CONSTELLATION CAT CAFE or my participation in any activities at CONSTELLATION CAT CAFE. I agree to provide said defense and indemnity regardless of the merit of the claim.

9. I agree to and hereby bind my heirs, executors, assigns and all other legal representatives by executing this Release.

10. I hereby acknowledge and agree that this Release is intended to be construed and interpreted as broad and inclusive as permitted by the laws of Michigan. If any portion of this Release is found or declared to be invalid or unenforceable, such invalidity shall not affect the remainder of this Release not found to be invalid and the remainder of this Release shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Michigan (without regard to the laws that might be applicable under principles of conflicts of law, and without regard to the jurisdiction in which any action or special proceedings may be instituted), as to all matters, including but not limited to matters of jurisdiction, validity, property rights, construction, effect and performance. All disputes shall be subject to litigation only within the courts of the State of Michigan, Ingham County.

11. BY EXECUTING THIS RELEASE, I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE, UNDERSTAND THE CONTENTS HEREOF, HAVE BEEN ADVISED AND HAD THE OPPORTUNITY TO SEEK INDEPENDENT COUNSEL OF MY CHOICE AND CERTIFY THAT I HAVE FREELY AND VOLUNTARILY EXECUTED THIS RELEASE.

Signature: _____ **Date:** _____

First and last name (printed): _____

Optional Info/Questions:

ZIP Code of residence or Country (if not from US) : _____

Email (if you would like to join our mailing list) _____

Are you interested in: *Check all that apply.*

Volunteering? Fostering? Adopting?

Age Range:

18 – 25 26 – 35 36 – 45 46 – 55 56 – 65 65 +

How did you hear about Constellation Cat Cafe?

Friend/Family Online Social Media

Other: _____