

# **Constellation Cat Cafe MINOR 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:**

**I, am the parent/legal guardian of the minor (s) listed below (hereinafter “MINOR”). I hereby certify that I 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 MINOR 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 MINOR, myself, other persons, MINOR’s and my property, and/or the property of others while participating in such activities or having MINOR’s and 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 the risk of personal injury and/or property loss arising from or in any way connected with MINOR’s participation in the activities provided by CONSTELLATION CAT CAFE.

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

4. I, on behalf of MINOR, 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. MINOR has no physical or emotional issue(s), including, but not limited to, any allergies, which would adversely affect their ability to play with the cats or other live animals in a safe and appropriate manner.

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

7. I, on behalf of MINOR, 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 MINOR, myself or my or MINOR’s 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 an 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, on behalf of MINOR, 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 MINOR or 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, on behalf of MINOR, 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 my/MINOR's presence at CONSTELLATION CAT CAFE or my/MINOR's participation in any activities at CONSTELLATION CAT CAFE. I, on behalf of MINOR, agree to provide said defense and indemnity regardless of the merit of the claim.

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

10. I, on behalf of MINOR, 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, ON BEHALF OF MINOR, 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, ON BEHALF OF MINOR, HAVE FREELY AND VOLUNTARILY EXECUTED THIS RELEASE.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**First and last name (printed):** \_\_\_\_\_

**Name of Minor #1 (First & Last name)** \_\_\_\_\_ **Age of Minor #1** \_\_\_\_\_

**Name of Minor #2 (First & Last name)** \_\_\_\_\_ **Age of Minor #2** \_\_\_\_\_

**Name of Minor #3 (First & Last name)** \_\_\_\_\_ **Age of Minor #3** \_\_\_\_\_

**Name of Minor #4 (First & Last name)** \_\_\_\_\_ **Age of Minor #4** \_\_\_\_\_

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