

Adult visitors (18 or older) must sign a Release and Indemnification Agreement (link below). Minors (under 18) must have a Release and Indemnification Agreement signed by an adult on their behalf

WAIVER OF LIABILITY

I hereby certify that I am over eighteen (18) years of age, and I am of sound mind at the time of the execution of this Waiver, Release, Hold Harmless, and Indemnification Agreement (hereinafter "Release") and agree to the terms set forth below.

PURR-FECTO CAT LOUNGE provides cat-related activities, including playing with certain cats and/or kittens, to customers at its store in Austin, Texas ("Premises"). In consideration of allowing me to participate in the activities, including playing with the cats and/or kittens in consideration of both the payment of the fees for same and my execution of this Release and

I agree to be bound by the terms of the waiver and release set forth herein.

I am aware of, and fully understand, the inherent dangers involved in playing with cats and/or kittens, including the risk of damage, personal injury and death to myself, other persons, my property, and/or the property of others.

I knowingly, freely and voluntarily execute this Release with such knowledge and assume full and sole responsibility for the risk of damage, death, personal injury and/or property loss arising from or in any way connected with my participation in the activities provided by Purr-fecto Cat lounge, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of Purr-fecto Cat Lounge.

I further acknowledge that participants in such activities, including but not limited to other customers, staff, and other person involved in these activities, may not be covered under insurance of Purr-fecto Cat Lounge may not have any right to file a claim against Purr-fecto Cat Lounge insurance policy.

I agree to abide by all rules and regulations that Purr-fecto Cat lounge may impose on me regarding the cats and/or kittens and my attendance at the Premises. I agree to undertake all activities in a responsible manner. IF I AM UNWILLING OR UNABLE TO FOLLOW ANY RULES, PURR-FECTO CAT LOUNGE WILL TERMINATE MY PARTICIPATION IN SUCH ACTIVITIES AND MAY EXPEL ME FROM THE PREMISES. I WILL NOT BE ENTITLED TO ANY REFUND OF OUR FEES.

I acknowledge that playing with cats and/or kittens may not be supervised, and PURR-FECTO CAT LOUNGE staff may not be with me during the WHOLE duration that I am in contact with the cats and/or kittens ALTHOUGHT staff 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.

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 and/or kittens in a safe and appropriate manner.

I agree not to engage in any activity that will injure or otherwise hurt the cats and/or kittens in any manner.

I hereby release and forever discharge Purr-fecto Cat lounge their respective agents, owners, employees, and independent contractors, and their respective sureties, insurers, successors, assigns, and legal

representatives (“Indemnified 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 my property as a result of my engaging in any activities at Purr-fecto Cat lounge including, but not limited to, playing with the cats and/or kittens, 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 Purr-fecto Cat lounge , (ii) any employee, agent, owners, or independent contractor of the Purr-fecto Cat lounge , Sunshine rescue, Fuzzy Texans , or (iii) any other person at Purr-fecto Cat lounge . Furthermore, I agree to pay all attorneys’ fees and costs of the Purr-fecto Cat Lounge,

Sunshine Rescue, Fuzzy Texans, and any of their respective agents, employees, owners, and independent contractors if I bring any action, claim, or demand against Purrfecto, or any of their respective agents, employees, owners, and independent contractors for any reason for which this Release applies.

I agree to defend with counsel chosen by the Indemnified Party, indemnify, and hold harmless Purr-fecto cat lounge, Sunshine Rescue, Fuzzy Texans and 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 Purrfecto or my participation in any activities at Purrfecto. I agree to provide said defense and indemnity regardless of the merit of the claim.

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

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 the State of Texas. 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 Texas (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 County of Travis County in Austin Texas, and I hereby submit to the jurisdiction of the court.

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. I ACKNOWLEDGE THAT, BUT FOR THE EXECUTION OF THIS RELEASE AND AGREEING TO BE BOUND BY THE TERMS HEREOF, PURR-FECTO CAT LOUNGE WOULD NOT AUTHORIZE ME TO PARTICIPATE IN ANY ACTIVITIES AT PURR-FECTO CAT LOUNGE.