



BROOKLYN CAT CAFE
RELEASE AND INDEMNIFICATION AGREEMENT



I, _____ (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:

FIRST and LAST NAME

1. BROOKLYN CAT CAFE and BROOKLYN BRIDGE ANIMAL WELFARE COALITION (hereinafter jointly "BROOKLYN CAT CAFE") has available certain cats and other live animals to be played with by customers at BROOKLYN 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 death and/or 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 person involved in these activities may not be covered under insurance of BROOKLYN CAT CAFE and that customers of BROOKLYN CAT CAFE may not have any right to file a claim against any BROOKLYN CAT CAFE insurance policy. I freely and voluntarily execute this Release with such knowledge, and assume full and sole responsibility for the risk of death, personal injury and/or property loss arising from or in any way connected with my participation in the activities provided by BROOKLYN CAT CAFE.
3. I agree to abide by all rules and regulations that BROOKLYN 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, BROOKLYN 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 BROOKLYN CAT CAFE volunteers will not be with me the entire time I am in contact with the cats and other live animals, but BROOKLYN CAT CAFE 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 BROOKLYN CAT CAFE and BROOKLYN BRIDGE ANIMAL WELFARE COALITION, 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 BROOKLYN 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 BROOKLYN CAT CAFE, (ii) any volunteer, employee, agent, owners, or independent contractor of BROOKLYN CAT CAFE, BROOKLYN BRIDGE ANIMAL WELFARE COALITION, or (iii) any other person at BROOKLYN CAT CAFE. Furthermore, I agree to pay any and all attorney's fees and costs of BROOKLYN CAT CAFE, BROOKLYN BRIDGE ANIMAL WELFARE COALITION, and any of their respective agents, employees, owners, and independent contractors if I bring any action, claim, or demand against BROOKLYN CAT CAFE, BROOKLYN BRIDGE ANIMAL WELFARE COALITION, 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 BROOKLYN CAT CAFE and BROOKLYN BRIDGE ANIMAL WELFARE COALITION, 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 BROOKLYN CAT CAFE or my participation in any activities at BROOKLYN 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 New York. 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 New York (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 New York, County of Kings.

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, BROOKLYN CAT CAFE WOULD NOT AUTHORIZE ME TO PARTICIPATE IN ANY ACTIVITIES AT BROOKLYN CAT CAFE.

SIGNATURE

_____/_____/_____
DATE

PRINTED NAME

ZIP CODE OR COUNTRY IF NOT U.S.

IF YOU WANT US TO ADD YOU TO OUR MAILING LIST PLEASE PROVIDE EMAIL BELOW:

E-MAIL ADDRESS

ARE YOU INTERESTED IN VOLUNTEERING _____ FOSTERING _____ ADOPTING _____

AGE RANGE:		HOW YOU HEARD ABOUT US:
18-25 _____	46-55 _____	Friend: _____
26-35 _____	56-65 _____	Online: _____
36-45 _____	66 + _____	Cat Cafe Social Media: _____
		Other: _____