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Mount Purrnon Cat Café and Wine Bar Release of Liability

I certify I am over 18 years of age and am of sound mind at the time of the execution of this Waiver, Hold Harmless, and Indemnification Agreement (hereinafter Release). I agree to hereby bind my heirs, executors, assigns, and all other legal representatives by execution of this Release.

- Mount Purrnon Cat Café and Wine Bar (hereinafter MPCC) agrees to allow me to interact with cats only in consideration of payment of fees and execution of the Release and I agree to be bound by its terms and conditions. I agree to abide by all rules and regulations that MPCC may impose, to include but not limited to, the prohibition of any activity that will distress, injure, or otherwise harm the cats in any manner. I understand that if I am unwilling or unable to follow MPCC rules and regulations, MPCC has the right to terminate continuation of any activities at MPCC without refund.
- 2. By entering MPCC and executing this release, I am knowingly, voluntarily, and willingly assuming all liability and assumption of the risk related to interacting with cats. I am aware and understand the inherent dangers involved in interacting with animals, including the risk of death, personal injury or damage to myself, other persons, and property while participating in cat interaction and having property at the location of these activities. This includes, but is not limited to injuries, bites, scratches, infections, illnesses, allergies, or any physical or property damage. I acknowledge the risk of zoonotic diseases resulting from cats to include, but not limited to, ringworm, salmonellosis, roundworm, hookworm, rabies, cat scratch disease, Pasteurella, cryptosporidiosis, giardiasis, and toxoplasmosis. I understand, if pregnant, that toxoplasmosis can cause serious illness in myself or my infant. I agree to be fully liable,

legally, financially, or otherwise, for any and all costs, expenses, or burdens resulting from my attendance at MPCC.

- 3. I waive, release, forever discharge, and covenant not to sue MPCC, their partner shelter(s), and their owners, affiliates, employees, volunteers, subsidiaries, successors, agents, independent contractors or other involved vendors (hereinafter Releasees), and their respective sureties, insurers, successors, assigns, and legal representatives, from any liability, claim, cause of action, demands, and/or or damages arising out of any kind or nature whatsoever to any person or property resulting from or as a result of my presence at MPCC or participation in any activities at MPCC, to include, but not limited to, any risk from animal interaction. This includes any loss, damage, or injury caused by the intentional or negligent act or omission on the part of any other customer, volunteer, employee, agent, owner, or independent contractor of MPCC and its partner shelter(s).
- 4. I acknowledge I am solely responsible for assessing my own mental and physical capacity to participate in activities at MPCC and I certify I am mentally and physically fit to participate.
- 5. I acknowledge MPCC staff and volunteers will not be supervising my interaction with cats at all times, but they will be on the premises to provide guidance. I understand staff may monitor my activity at MPCC.
- 6. I authorize Releasees to administer first aid for injuries I may incur at MPCC and further authorize Releasees to arrange for emergency treatment at my or my parent/guardian's expense in the event of incapacitation. Releasees do not promise to administer first aid.
- I acknowledge participants in activities at MPCC may not be covered under insurance of MPCC and its partner shelter(s) and client may not have any right to file a claim against MPCC or its partner shelter(s) insurance policies.
- 8. I authorize MPCC to take pictures of me, my children and those under my care or supervision for the purpose of electronic or nonelectronic forms or media. I understand these images may be reproduced, edited, and used in whole, or in part, for media in a commercial manner. I understand I have no rights to benefits derived from these images.
- 9. I agree to indemnify and hold harmless MPCC and associates for any and all attorney fees if any provision in this Release is challenged. I agree to pay any and all attorney fees and costs of MPCC, its partner shelter(s), and any of their respective agents, employees, owners, and independent contractors if I bring any action, claim, or demand against

MPCC, its partner shelter(s), or any of their respective agents, employees, owners, or independent contractors for any reason for which this Release applies.

- 10. I acknowledge and agree that this Release is intended to be construed and interpreted as broad and inclusive as permitted by the laws of Virginia. I acknowledge and agree that if any provision of this Release is declared to be invalid or unenforceable, all remaining provisions shall remain in full force and effect. This agreement is governed by the laws of Virginia and all disputes subject to litigation may only occur within Virginia courts.
- 11. By signing below, I acknowledge: 1. I have read all of the provisions above, understand terms and conditions, and freely accept all provisions, including but not limited to, those relating to assumption of risk, release of liability, covenant not to sue, indemnity, and continuation of obligations. 2. I am at least 18 years of age or a minor accompanied by a parent/guardian who consents to this Release by signing below to minor's participation and agrees to the terms of this Release will be binding upon the minor and parent/guardian. 3. This waiver applies to current and all future visits at MPCC.
 - a. By typing your name below, you are signing this Release electronically. You agree your electronic signature is the legal equivalent to your manual signature. By typing your name below, you consent to be legally bound by this Release's terms and conditions. You agree that no certification authority or other third party verification is necessary to validate your E-signature and the lack of certification or verification will not affect the enforceability of this Release.

Signature or Print Name for e-signature