

NEKO

WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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 Waiver, Release, Hold Harmless, and Indemnification Agreement (hereinafter "Release") and agree to the terms and conditions of this document. If I am agreeing to this waiver on behalf of a minor I agree that references throughout to "I" or "me" apply to myself and the minor.

NEKO has available certain cats and/or kittens to be played with by customers at the establishment 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.

I am aware of and fully understand the inherent dangers involved in playing with cats and/or kittens, 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 NEKO and that customers of NEKO may not have any right to file a claim against NEKO 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 the NEKO.

I agree to abide by all rules and regulations that NEKO may impose regarding the cats and/or kittens. 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, NEKO WILL TERMINATE MY CONTINUATION OF SUCH ACTIVITIES, AND 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 NEKO staff will not be with me the entire time I am in contact with the cats and/or kittens, but NEKO 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 NEKO, Seattle Humane, 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 NEKO, 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 NEKO, (ii) any employee, agent, owners, or independent contractor of the NEKO, Seattle Humane, or (iii) any other person at NEKO. Furthermore, I agree to pay any and all attorney's fees and costs of the NEKO, Seattle Humane, and any of their respective agents, employees, owners, and independent contractors if I bring any action, claim, or demand against the NEKO or Seattle Humane, 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 NEKO, Seattle Humane, 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 NEKO or my participation in any activities at NEKO. 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 Seattle, WA. 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 Seattle, WA (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 Seattle, WA.

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, NEKO WOULD NOT AUTHORIZE ME TO PARTICIPATE IN ANY ACTIVITIES AT NEKO.

Name _____

Email Address _____

Electronic Signature _____