Rahway Kitty Hall Release and Indemnification Agreement-Minor

| l, am the parent/legal guardian of | (hereinafter "MINOR"), | |
|---|------------------------|--|
| 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: | | |

- Rahway Kitty Hall and Angel Paws Rescue have available certain cats to be played with by customers at Rahway Kitty
 Hall and agrees to allow me to play with the same in consideration of both the payment of fees for same an 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/interacting with cats, including the risk of death and/or 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 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 Rahway Kitty Hall/Angel Paws and that customers of Rahway Kitty Hall may not have the right to file a claim against any Rahway Kitty Hall/Angel Paws 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 Rahway Kitty Hall.
- 3. I, on behalf of MINOR, agree to abide by all rules and regulations Rahway Kitty Hall may impose regarding cats. 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, Rahway Kitty Hall will terminate my and Minor's continuation of such activities, and neither I nor MINOR will not be entitled to any refund of fees.
- 4. I, on behalf of the Minor, acknowledge that playing/interacting with cats may not be supervised, and Rahway Kitty Hall staff will not be with either me or minor the entire time I am in contact with the cats. The staff will be 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 issues, including but not limited to, any allergies, which would adversely affect my ability to play/interact with the cats in a safe and appropriate manner.
- 6. I, on behalf of the MINOR, agree that neither I nor MINOR will engage in any activity that will injure or otherwise hurt the casts in any manner.
- 7. I, on behalf of the MINOR, hereby release and forever discharge Rahway Kitty Hall and Angel Paws, their respective agents, owners, employees, and independent contractor, 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 Rahway Kitty Hall, including, but not limited to , playing/interacting with the cats, 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 Rahway Kitty Hall, (ii) any volunteer, employee, agent, owners, or independent contractor of Rahway Kitty Hall ii) Angel Paws, or (iii) any other person at Rahway Kitty Hall. Furthermore, I, on behalf of the MINOR agree to pay any and all attorney's fees and costs of Rahway Kitty Hall, Angel Paws, and any of their respective agents, employees, owners, and independent contractors if I bring any action, claim, or demand against Rahway Kitty Hall, Angel Paws, or any of their respective agents, employees, owners, and independent contractors for any reason for which this Release applies.
- 8. I, on behalf of the MINOR, agree to defend with counsel chosen by the indemnified party, indemnify, and hold harmless Rahway Kitty Hall, Angel Paws, and any of their respective agents, employees, owners, and independent

contractors, their sureties, insurers, successors, assigns, 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 or MINOR arising from or as a result of my/MINOR'S presence at The Cat Walk Café or my participation in any activities at Rahway Kitty Hall. I, on behalf of the MINOR, agree to provide said defense and indemnity regardless of the merit of the claim.

- 9. I, on behalf of the MINOR, agree to and hereby bind my heirs, executors, assigns and all other legal representatives by executing this Release.
- 10. I, on behalf of the 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 the State of New Jersey. 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 the Release shall remain in full force and effect. This agreement shall be governed by the laws of the state of New Jersey (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 Jersey.
- 11. 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, Rahway Kitty Hall would not authorize me to participate in any activities at Rahway Kitty Hall.

| | / |
|---------------------------------------|--------------|
| Signature of Parent/Legal Guardian | Date |
| Printed Name of Parent/Legal Guardian | |
| Name of Minor | Age of Minor |
| Name of Minor | Age of Minor |
| Name of Minor | Age of Minor |