

## RAHWAY KITTY HALL

### 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:

1. Rahway Kitty Hall and Angel Paws Rescue has available a number of cats to be played/interacted 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 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 will not be covered under insurance of Rahway Kitty Hall or Angel Paws. Customers of Rahway Kitty Hall may not have the right to file a claim against any Rahway Kitty Hall or 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 and Angel Paws.
3. I agree to abide by all rules and regulations that 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 continuation of such activities, and I will not be entitled to any refund of fees.
4. I acknowledge that playing/interacting with cats may not be supervised, and Rahway Kitty Hall staff will not be with me 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. I have 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 agree not to engage in any activity that will injure or otherwise hurt the cats in any manner.
7. I 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 myself or my 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 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 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 arising from or as a result of my presence at Rahway Kitty Hall or my participation in any activities at Rahway Kitty Hall. 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 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.

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Signature

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Date

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Printed Name