

CAT CAFÉ MAD LLC

WAIVER AND RELEASE OF LIABILITY AGREEMENT

**\*\* Please Read This Document – It is Important \*\***

\_\_\_\_\_  
(Name of Guest)

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_  
(Parent/ Legal Guardian - if Guest under age 18)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

In exchange for Cat Café Mad LLC ("Cat Cafe") allowing the guest named above ("Guest") to enter Cat Café's premises (the "Premises") and to interact with the cats and/or kittens located in the Premises in accordance with Cat Café's rules and at Cat Café's standard rates, and for other good and valuable consideration the adequacy and receipt of which is acknowledged, Guest and, if Guest is a minor, Guest's Parent(s) and/or Legal Guardian(s), hereby agree as follows:

1. The undersigned understands, appreciates, and acknowledges that Guest's presence in the Premises, as well as Guest's interaction with the cats and/or kittens located in the Premises, involves an inherent risk of injury and illness for Guest including, injuries and illnesses such as scratches, bites, cuts and abrasions, contusions, allergic reactions and zoonotic diseases such as bacterial, parasitic, fungal, protozoal, and viral infections. Guest is aware and fully understands the inherent dangers involved in being in the presence of and/or interacting with cats and/or kittens, including the risk of death and/or personal injury or damage to Guest, other persons, Guest's property, and/or the property of others while Guest is located on or in the Premises. The undersigned further understands, appreciates and acknowledges that the dangers and risks may also impair Guest's ability to earn a living, engage in other business, social, and recreational activities, and to generally enjoy life.

2. **WAIVER OF RIGHTS AND RELEASE OF LIABILITY.** Except as otherwise provided in this agreement, the undersigned hereby releases, waives, and discharges Cat Cafe, its members, managers, employees and agents, to the fullest extent permitted by law, from any and all liability, claims, demands, actions or causes of action of any sort on account of damage to personal property, loss of companionship, or personal injury or death which may result from Guest's presence on or in the Premises or Guest's interaction with the cats and/or kittens located on or in the Premises. This release includes claims based on the negligence of Cat Cafe, and its members, managers, employees and agents, but expressly does not include claims based on their reckless or intentional misconduct or gross negligence.

3. The parties agree that the provisions of this agreement are severable, and that the invalidity or unenforceability of any one or more of the provisions or clauses of this agreement shall not affect the validity or enforceability of the other provisions or clauses of this agreement. This agreement is made pursuant to and shall be construed according to the internal laws of the State of Wisconsin. Any dispute concerning this agreement shall be brought before the state courts sitting in Dane County, Wisconsin or the United States District Court for the Western District of Wisconsin, and the undersigned hereby consents to the exclusive jurisdiction of such courts, and hereby waives his or her right to object to the jurisdiction of any such court on the basis of lack of personal jurisdiction, inappropriate venue, forum *non conveniens*, or other similar basis. This agreement is binding upon and inures to the benefit of each party's respective heirs, personal representatives, successors and assigns. If you wish to negotiate the terms of this agreement, please contact the manager of Cat Cafe prior to signing and executing this agreement, either in

person, or by calling \_\_\_\_\_. Please note, however, the terms of this agreement constitute the entire agreement and understanding between the parties with respect to the matters set forth herein, and no provision or term of this agreement may be added, deleted, modified or waived other than in a writing signed by the manager of Cat Cafe prior to Guest's entrance on the Premises. The parties agree that this agreement may be executed by electronic signature.

**I CERTIFY THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING IT, AND THAT I SIGN IT VOLUNTARILY.**

\_\_\_\_\_

Guest's Signature (*only if age 18 or over*)

\_\_\_\_\_

Date

**I CERTIFY I AM THE PARENT AND/OR LEGAL GUARDIAN OF GUEST, AND THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING IT, AND THAT I SIGN IT VOLUNTARILY.**

\_\_\_\_\_

Parent/Legal Guardian Signature (*only if Guest is under the age of 18*)

\_\_\_\_\_

Date