



FRISKY BUSINESS PALM SPRINGS CAT CAFÉ

RELEASE AND INDEMNIFICATION AGREEMENT

We aim for you to have an incredible experience at Frisky Business Palm Springs Cat Café. Before entering the cat lounge, we require that you sign the below agreement.

By entering the cat lounge at Frisky Business Palm Springs Cat Cafe, you agree to the following Release of Liability, Covenant Not to Sue, and Assumption of the Risk and Indemnification:

In consideration of entering to Frisky Business Palm Springs Café of Anywhere With You LLC, located at 4781 E. Palm Canyon Drive | Suite J-8, Palm Springs, California, 92264

I, THE UNDERSIGNED ENTRANT, ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

1. That interaction with cats can result in injury, including, but not limited to, biting, or scratching without warning or provocation. By entering the cat lounge and executing this "Release of Liability, Covenant Not to Sue and Assumption of the Risk and Indemnification", I am knowingly, voluntarily, and willingly assuming all liability and assumption of the risk related to interaction with the cats. This includes, but is not limited to, injuries of any kind, bites, scratches, infections, illness, allergies, and physical, emotional, and financial injuries and damages, some, or all of which may be severe (hereinafter collectively referred to as the "Injuries").
2. That the cats residing at Frisky Business Palm Springs Cat Cafe come from a multitude of different backgrounds including, but not limited to, previously being homeless, stray, abandoned, abused, neglected and/or have health or behavioral problems. They have been provided by Palm Springs Animal Shelter and are in good health and temperament to the best of their knowledge. This does not in any way guarantee the behavior, or health of the cats provided by Palm Springs Animal Shelter.
3. You will treat the cats kindly, gently and with respect and appropriately watch for signs of irritation or aggression from the cats.
4. Though Frisky Business Palm Springs Cat Cafe strives to house only those cats that have received appropriate and sufficient medical care from the Palm Springs Animal shelter, it cannot guarantee the health, mental stability, and/or the lack of parasites or any other attribute or condition.



5. If Injuries occur which require medical or other treatment of any sustained directly or indirectly as a result of entering the cat lounge or any activity involving or related to animals at Frisky Business Palm Springs Cat Cafe, I agree to be fully liable, legally, financially, or otherwise for any and all costs, expenses or other burdens incurred as a result of such care.

6. I fully understand the potential for risks and the conditions indicated within and hereby agree that I, on behalf of myself and my heirs, executors, guardians, administrators, legal representatives, successors and assigns, promise to not bring, support, or cause to be brought any claim or action, legal or otherwise against Anywhere With You LLC, d/b/a Frisky Business Palm Springs Cat Café, Palm Springs Animal Shelter, and their respective owners, employees, volunteers, agents partners, and board members.

7. I agree to indemnify, release and forever hold harmless Anywhere With You LLC, d/b/a Frisky Business Palm Springs Cat Café, Palm Springs Animal Shelter and their respective owners, employees, volunteers, agents, partners, and board members (collectively referred to as the "Released Parties") from any and all claims, losses, expenses, attorneys' fees, damages and liabilities, including claims of negligence, related to any physical, mental or psychological impact, illness, allergy or injury and any economic, physical, personal property or emotional loss that I may suffer.

8. I understand that any Injury or other outcomes may arise from my own or others' actions, inaction, or negligence and I nonetheless assume all related risks known and unknown to me.

9. I am eighteen (18) years old or older.

INDEMNIFICATION

IF ANY GUESTS ACCOMPANYING THE ENTRANT ARE MINORS (under the age of eighteen) [hereinafter referred to as "Minor Guest(s)"], THE UNDERSIGNED ENTRANT AGREES TO THE FOLLOWING:

I, undersigned Entrant having authority over the care and wellbeing of the below listed Minor Guest(s) do hereby indemnify and hold harmless the Released Parties from and against any and all Injuries, loss, damages, costs, expenses, actions, claims, suits (in law or in equity) and demands whatsoever (including without limitation reasonable attorneys' fees incident to any claim, suit action or proceeding) arising out of or resulting from any demand, claim, suit or cause of action of any kind, which may be brought by or on behalf of the Minor Guest(s) being on the premises and I am assuming and accepting the assumption of risks as described for the Minor Guest(s) listed below.



COVID-19 INDEMNIFICATION AGREEMENT:

We assume all responsibilities to enter Frisky Business Palm Springs Cat Café premises and hold them and all associates harmless arising from Covid-19. We certify to the best of our knowledge we are not currently at risk of exposing persons to Covid-19 at Frisky Business Palm Springs Cat Café. We agree not to bring any form of legal action to Anywhere With You LLC, d/b/a Frisky Business Palm Springs Cat Café regarding Covid-19.

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, FRISKY BUSINESS PALM SPRINGS CAT CAFE WOULD NOT AUTHORIZE ME TO PARTICIPATE IN ANY ACTIVITIES AT FRISKY BUSINESS PALM SPRINGS CAT CAFE.

Name:

Address:

Signature:

Date:
