**Treetops Kitty Café Waiver- Assumption of Risk**

**Release of Liability –** Please read below carefully; you are agreeing to certain restrictions.

I acknowledge that I have been informed of and will abide by all instructions and rules. I understand that any failure to comply with these rules will result in immediate removal from the Café, I will not be given a refund, and I may be refused entry thereafter.

I acknowledge that the Café makes no guarantees about any level of monitoring or control of the cats. Staff will be available to generally monitor activities and answer questions of participants but is not responsible for assisting with my interaction with the cats. I understand that the behavior and actions of the cats are inherently unpredictable, and that any injury they cause directly or indirectly is not the responsibility of The Treetops Kitty Café, TreeTops Animal Rescue and/ or their board, affiliates, employees, agents, or other involved vendors (hereinafter collectively referred to as the “Releasees”).

I hereby waive, release, discharge, and covenant not to sue Releasees from and against any liability, claim or cause of action, arising out of or related to any loss, damage or injury, that I may sustain while participating in the activities at The Treetops Kitty Café. This Release includes any claim I may incur for damages or other relief, whether personal or otherwise for any interaction with the cats on the premises, whether those damages are the result of the negligence or intentional or reckless acts on behalf of Releasees. I agree that I alone am assuming and accepting accept all risk for my participation in these activities, including, but not limited to, personal injury, death, and property damage.

I authorize Releasees to administer first aid for injuries I may incur while participating in an activity. Releasees make no guarantee or promise to administer first aid. I further authorize Releasees to arrange for my ambulance transportation to a hospital or other meansat my if I am incapacitated on the premises at my own or a parent’s/guardian’s expense. I hereby release, waive and discharge Releasees from any and all liability regarding any medical treatment or first aid I receive on the premises or as a result of my interaction with the cats. I agree that I have adequate medical insurance necessary to cover the expense related to treatment of any injury I may incur as a result of my interaction with the cats and if I do not have adequate coverage, I agree that I am still fully and solely liable for any and all costs of medical treatment related to my interaction with the cats.

I agree that this Liability Waiver is intended to be as broad and as inclusive as permitted by the laws of the Commonwealth of Pennsylvania and that if any provision in this Liability Waiver is held invalid, the other provisions shall remain in full force and effect. I agree to fully indemnify Treetops Kitty Cafe, it's owners, rescue groups, and employees from any and all liability and/or financial responsibility they may incur regarding my interaction with the cats, or any of the matters described in this Release. Should I or anyone acting on my behalf choose to challenge the provisions of this Liability Waiver, I agree to indemnify and hold harmless Releasees for any and all attorney fees that you may incur.

I agree that I am I am over the age of eighteen (18) and of sound mind and body and acknowledge that I have read and understood the above waiver and, having determined to proceed of my own volition without coercion or intimidation, intend to be bound by the terms thereof. I understand that by agreeing with this document, I cannot later raise claims based on the issues addressed in this document.

**If signing for a minor:** I agree that I am the parent or legal guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a minor/or minors under 18 years of age. I agree that I am competently and validly executing this Release on behalf of said minor and have the authority and right to do so. I agree that all the terms and conditions contained herein apply both to myself and to the minor child.

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**Customer Signature Print Name** Clearly DATE

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**Minor’s Name / AGE / Relation** **Minor’s Name / AGE / Relation Minor’s Name / AGE / Relation**

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**Customer Signature Print Name** Clearly DATE

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