

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I, (name), residing at (home address), 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, Hold Harmless, and Indemnification Agreement (hereinafter "Release") and agree to the following:

1. The CAT CAFÉ and THE SHABBY TABBY CAT CAFE, LLC (hereinafter "CAT CAFÉ") has available certain cats and other live animals to be played with by customers at the CAT CAFÉ and agrees to allow me to play with same in consideration of both the payment of the fees for same and 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 with cats and other live animals, 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 may not be covered under insurance of the CAT CAFÉ and that customers of CAT CAFÉ may not have any right to file a claim against CAT CAFÉ's 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 the CAT CAFÉ.

3. I agree to abide by all rules and regulations that the CAT CAFÉ may impose regarding the cats and other live animals. 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, CAT CAFÉ WILL TERMINATE MY CONTINUATION OF SUCH ACTIVITIES, AND I WILL NOT BE ENTITLED TO ANY REFUND OF OUR FEES.
4. I acknowledge that playing with cats and other live animals may not be supervised, and CAT CAFÉ staff will not be with me the entire time I am in contact with the cats and other live animals, but CAT CAFÉ staff will remain 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 issue(s), including, but not limited to, any allergies, which would adversely affect my ability to play with the cats or other live animals in a safe and appropriate manner.
6. I agree not to engage in any activity that will injure or otherwise hurt the cats or other live animals in any manner.
7. I hereby release and forever discharge the CAT CAFÉ, THE SHABBY TABBY CAT CAFE LLC, The Shabby Tabby Cats, their respective agents, owners, employees, and independent contractors, 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 the CAT CAFÉ, including, but not limited to, playing with the cats and other live animals, 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 the CAT CAFE, (ii) any employee, agent, owners, or independent contractor of the CAT CAFÉ or The Shabby Tabby Cats, or (iii) any other person at the CAT CAFÉ.

Furthermore, I agree to pay any and all attorney's fees and costs of the CAT CAFÉ, The Shabby Tabby Cats, and any of their respective agents, employees, owners, and independent contractors if I bring any action, claim, or demand against the CAT CAFÉ or The Shabby Tabby Cats, 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 the CAT CAFÉ, The Shabby Tabby Cats, their respective agents, employees, owners, and independent contractors, their sureties, insurers, successors, assigns, and 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 the CAT CAFÉ or my participation in any activities at the CAT CAFÉ. 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 New York. 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 this Release shall

remain in full force and effect. This Agreement shall be governed by the laws of the State of New York (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 York, County of Suffolk.

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, THE CAT CAFÉ WOULD NOT AUTHORIZE ME TO PARTICIPATE IN ANY ACTIVITIES AT THE CAT CAFÉ.