

BOOPS & BEANS, LLC
HOLD HARMLESS AGREEMENT, WAIVER AND RELEASE (Adult)



The undersigned desires to enter into the establishment known as Boops & Beans Cat Cafe (“Boops & Beans”), which offers customers the ability to interact with cats located on the premises and acknowledges that there are dangers and risks of personal injury, death, or property damage that could result while interacting with the cats that call Boops & Beans their home. Knowing and acknowledging this, the undersigned hereby freely signs this Hold Harmless Agreement, Waiver and Release (“Release”) and assumes all risks of bodily injury, death, or property damage while interacting with the cats at Boops & Beans.

The undersigned, in consideration of the opportunity to enter Boops & Beans and its cat lounge, and for other good and valuable consideration, does hereby FOREVER RELEASE AND DISCHARGE Boops & Beans, LLC d/b/a Boops & Beans Cat Cafe, a Tennessee limited liability company, Petworks Animal Services, Inc., The Bridge Home No Kill Animal Rescue, Dos Rios Resque, any and all other non-profit shelter and rescue partners, and their officers, directors, shareholders, members, managers, employees, agents, including but not limited to and all owners of the building in which Boops & Beans is located (“Releasees”), and does hereby indemnify and hold each of them harmless, from and against all claims, actions, causes of action, liability, damages, expenses and/or personal injuries and/or property damage and/or death arising out of or resulting from any interaction with the cats at Boops & Beans in any manner.

The undersigned further understands and/or agrees as follows:

1. To abide by all rules that Boops & Beans may impose from time to time and to undertake all activities in a responsible manner. **BOOPS & BEANS RESERVES THE RIGHT AT ANY TIME TO REQUEST A CUSTOMER TO LEAVE THE PREMISES WITHOUT A REFUND FOR FAILURE TO FOLLOW ITS RULES.**
2. That interactions with cats are unsupervised; however, Boops & Beans staff will remain on the premises to monitor participant activity, offer guidance and encouragement, and be available to assist in the event of participant difficulty.
3. Not to engage in any activity that will injure or otherwise hurt the cats in any manner.
4. As part of this activity, the undersigned will be in the presence of and interacting with cats of all sizes, shapes and temperaments. Cats can be unpredictable and may bite, claw, or scratch at any time. There are risks associated with allergic reactions to cat dander within Boops & Beans and exposure to cat bodily excrement, such as urine, feces, vomit, and blood, as well as transferable infections such as ringworm. There are risks associated with participating in this activity, such as physical or psychological

injury, illness, disfigurement, temporary or permanent disability, and death. These injuries may arise from negligence of the undersigned or others, or the condition of the activity location(s). Nonetheless, the undersigned assumes all related risks, both known and unknown, of participation in this activity.

5. No promises, inducements or agreements not herein expressed have been made, that this Release contains the entire agreement between the parties, and that this Release shall be binding on the undersigned and his/her estate, heirs, personal representatives, successors and assigns.
6. Boops & Beans may use the undersigned's image, voice, or likeness in photographs, audio recordings, or video recordings on Boops & Beans' website and social media accounts, including, but not limited to, Facebook, Instagram, and TikTok, without acknowledgment to the undersigned and has creative permission to alter the images, provided they are not altered in an explicit manner or used to maliciously represent the undersigned. Boops & Beans will not provide any monetary compensation for the permissions granted herein, and the undersigned waives any right of inspection or approval of the photos or recordings. The undersigned releases Boops & Beans from liability for any violation of any personal or proprietary right the undersigned may have in connection with all third parties' use of the images on social media.

The undersigned agrees that this Release is intended to be as broad and as inclusive as permitted by the laws of the State of Tennessee, and that if any provision in this Release is held invalid, the other provisions shall remain in full force and effect. Should the undersigned or anyone acting on the undersigned's behalf choose to challenge the provisions of this Release, the undersigned agrees to indemnify and hold harmless Releasees for any attorney fees and costs that the undersigned may incur.

BY EXECUTING THIS RELEASE, THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS READ THIS RELEASE, UNDERSTANDS THE CONTENTS HEREOF, HAS BEEN ADVISED AND HAD THE OPPORTUNITY TO SEEK INDEPENDENT COUNSEL OF CHOICE AND CERTIFIES THAT THIS RELEASE HAS BEEN FREELY AND VOLUNTARILY EXECUTED.

Today's Date: _____

Participant's Printed Name: _____

Participant's Signature: _____

Participant's Date of Birth: _____