

SIR FRANKLIN THE CAT, LLC



The Kitty Cup
1461 SW Gatlin Blvd
Port Saint Lucie, Florida 34953
(772)-800-6511



Waiver and Release of Liability

In consideration of your voluntary participation in visiting this cat cafe and interacting with the cafe felines housed at Sir Franklin the Cat, LLC, DAB, The Kitty Cup, **I expressly agree and contract**, on behalf of myself, my heirs, executors, administrators, successors and assigns, that Sir Franklin the Cat, LLC, DAB, The Kitty Cup, and its insurers, employees, officers, directors, property owners, and associates (collectively "SFTC"), shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of any dealings with the cafe animals and other injuries that may arise in any manner, regardless of whether such injuries result, in whole or in part, from the negligence of SFTC.

By the execution of this agreement, **I acknowledge and understand** that cats and/or kittens, as with most animals, may act, or react, in unpredictable ways to sounds, sudden movements, people, or other animals that could result in injuries to people. **I accept and assume full responsibility** for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge SFTC, its insurers, employees, officers, directors, property owners, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the visitation of this cafe or interacting with the cafe felines.

I understand that throughout this document, the term “cafe” includes any and all property encapsulated by and surrounding the immediate areas of 1461 SW Gatlin Blvd. This includes any and all structures on the property, including but not limited to the cafe area and the cat shelter area.

I expressly agree to indemnify and hold SFTC harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest caused by any feline, or other animal that may be on the premises.

I expressly agree that SFTC is not liable for any cat-related injuries which can occur. **I understand and acknowledge** that visiting and interacting with this cafe’s felines can involve risks of serious injury, including permanent disability and death. **I agree** to report any injury to an employee.

I agree that if myself or anyone in my party suffers a bite, scratch, or puncture wound from one of the cats the wound should be thoroughly cleaned immediately. **I agree** that medical care will be sought for appropriate treatment of injury, accepting full liability for all costs, expenses or other burdens associated with such care.

I agree to be solely responsible for the safety and wellbeing of my guest and myself. **I understand** that SFTC makes no guarantees to provide supervision, instruction, or assistance for each and every guest that enters the cafe.

I agree to comply with all rules imposed by SFTC regarding the use of the facilities and the cafe. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I agree to abide with all rules imposed by SFTC regarding the use of the facilities and the cafe. **I understand** that failure to abide by the rules will result in immediate removal from the cat cafe, there will be no refund and possible refusal of entry thereafter.

I understand and agree that SFTC is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that visitation to this cafe is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I agree that this Waiver and Release of Liability shall be governed for all purposes by Florida law, without regard to any conflict of law principles. 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. This Release supersedes any and all previous oral or written promises or other agreements.

I agree and grant to SFTC the right to take photographs and videos of me, my property, my child(ren), and/or any minor in my care in connection with visitation to this cafe, and hereby allow SFTC the right to use, publish, or print any photos physically or electronically any photos that may be taken of me, my property, my child(ren), and/or any minor in my care. **I understand** that all photography and filming will be done in reliance on this consent. **If you do not agree, please notify us.** We will avoid photography and video of you during your visit.



NOTICE TO THE PARENT OR GUARDIAN OF MINOR CHILDREN

READ THIS FORM COMPLETELY AND CAREFULLY.

If you are visiting with children aged 5-12 please review our child policy.

The safety of our guests is just as crucial as the safety of our cats. In line with this, we have implemented a policy not allowing children aged 4 and under in the cat room. Considering the sensitive skin of Babies and young children alongside the sharp claws of cats, we place a strong emphasis on the safety of your little ones.

Child Policy

Young Children are naturally full of energy, something we adults often admire. However, cats prefer soft, slow, and gentle sounds, touches, and movements, aspects that younger children may not always consider. When children are in the cat room, it is crucial to ensure they are supervised and adhere to the rules at all times.

Socializing cats enhances their adoptability. It's crucial for all our cats to have positive socialization experiences. Cats or kittens exposed to negative situations with children can develop a lasting fear of them. Similarly, children who have negative interactions with cats may also develop a fear of them.

The cat room at The Kitty Cup is a refuge for rescue cats that we have the privilege to provide a temporary home and showcase on behalf of our rescue partners. The presence of children in the cat room can alter the dynamic, ambiance and overall experience for all guests. It is in our best interest of the cats, guests and staff to prevent disruptive behavior in the cat room. For the safety of ALL we require visitors in the cat room to be five years of age or older during regular business hours.

Children aged 5-12 must be accompanied by an adult at a 1:2 ratio (One adult per two children).

It is imperative to understand and acknowledge that the cat room is **NOT** a playground, petting zoo or daycare. We strive to ensure our cats are in a calm and respectful atmosphere. It is our priority to prevent any behavior that may cause our cats fear, stress or anxiety. Loud and sudden noises and movements will cause the cats to flee, negatively affecting the experience for both the kitties and other guests. Any disruptions to our cat's space will **NOT** be tolerated.

I agree that if there is a minor in my party, I understand I am fully responsible for their behavior and will ensure they follow all rules of the cat room. I will prepare them prior to visiting the importance of listening and following directions in the cat room.

I agree to actively supervise the children in my party during the entire visit. Active supervision means that parents/guardians must be actively watching their children and ensuring all interactions with the cats are appropriate. It is vital that you and your child help maintain a calm environment in the cat room.

I fully understand and agree that if the staff or volunteers feel that the actions of individuals or children will not contribute to the calm and relaxed environment we seek to maintain in the cat room, we will educate guests on the need for this. If they cannot do this, we will ask you to leave. No refund will be given if individuals or children are required to leave due to behavior.

Thank you for your continued support and understanding as we seek to create a positive experience for all. There are a number of cat cafes that do not allow children. With the cooperation of parents, The Kitty Cup will be able to continue this policy allowing children to enter the cat room.

You are agreeing to allow your child to participate in potentially dangerous activities. You are agreeing that even if SFTC uses reasonable care in providing interactions with this cafe's felines, there is still a chance your child may be risking serious injury or death by participation in

interaction with this cafe's felines because there are certain dangers inherent in interacting with felines that cannot be avoided or eliminated.

By signing this form, **you are giving up your child's right and your right** to recover from SFTC in a lawsuit for any personal injury, including death to your child or any property damage that results from the risks that are a natural part of interacting with this cafe's animals.

You have the right to refuse to sign this form, and SFTC has the right to refuse to let your child participate if you do not sign this form.

This is your release and waiver of liability. **You, individually and on behalf of your minor child**, effectively release SFTC immediately of any and all liability.

I CONFIRM THAT I AM OVER THE AGE OF 18 YEARS AND AM OF SOUND MIND AND BODY. I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

IN THE EVENT THAT THE PARTICIPANT IS A MINOR, UNDER THE AGE OF EIGHTEEN (18), THEN THIS WAIVER MUST BE ACKNOWLEDGED BY A PARENT, GUARDIAN OR RESPONSIBLE ADULT, AS FOLLOWS: BY SIGNING, I HEREBY CERTIFY THAT I AM THE PARENT, GUARDIAN OR RESPONSIBLE ADULT OF THE ACCOMPANYING MINOR LISTED ON THIS DOCUMENT, AND DO HEREBY GIVE MY CONSENT, WITHOUT RESERVATION, TO THE FOREGOING RELEASE TERMS ON BEHALF OF SUCH MINOR.

Date

Signature (Participant or Parent/Legal Guardian)

Print Name