

VISITOR WAIVER AND GENERAL RELEASE FORM

Thank you for visiting NINE LIVES CAT CENTER, a facility under the administration of HOMER'S FUND, INC. ("Homer's Fund"), an Ohio not-for-profit corporation. In order to protect our organization and our rescued cats, we ask that you review, sign, and return this waiver prior to or in conjunction with your first visit to Nine Lives Cat Center.

Although every attempt will be made to ensure your safety, cats (particularly rescued cats) are by their nature unpredictable in behavior. Accordingly, you, as a visitor to Nine Lives Cat Center, hereby agree to the following:

1. I recognize that in interacting with animals there exists a risk of injury, exposure to zoonotic diseases (i.e. ringworm, giardia, rabies, etc.), and physical harm caused by the animals. On behalf of myself, my heirs, and executors, I hereby release and agree to hold Homer's Fund and Amy D. MacKay, DVM, Inc., an Ohio professional corporation d/b/a Nine Lives Cat Clinic (Center), and their respective officers, directors, employees, and volunteers (collectively, the "Released Parties"), forever harmless for any injury or damage to personal property whatsoever that I may suffer as a result of my visit to Nine Lives Cat Center and/or my interactions with its animals. This includes but is not limited to bites, scratches, communicable illnesses, or pests contracted from any animal.

2. I also agree to hold the Released Parties and ADMK, LLC, an Ohio limited liability company (the "Property Owner"), forever harmless for any and all personal injuries sustained on the premises located at 25990 Highland Road, Richmond Heights, Ohio 44143 (the "Premises") regardless of cause or negligence on the part of Homer's Fund, any of the other Released Parties, or the Property Owner, as well as any place outside the Premises in connection with activities under the direction of Homer's Fund.

3. I understand that interaction with the cats may not be supervised, and Homer's Fund personnel/volunteers will not be with me the entire time that I am in contact with these cats. However, I understand that Homer's Fund personnel/volunteers will be available on the Premises, and I will seek assistance if I require guidance or encouragement, or if I am experiencing any difficulty.

4. I understand that I may be exposed to cat bodily fluids, including but not limited to urine, feces, vomit, and blood.

5. I understand that I am required to treat the cats of Homer's Fund, residing at Nine Lives Cat Center, with respect, care, and gentleness, and that I must be watchful for signs of irritation or potential aggression from the cats. I will familiarize myself with the posted rules for interacting with the Homer's Fund cats, and will follow said rules. I will also treat other patrons and Homer's Fund personnel/volunteers with courtesy and respect. I understand that failure to comply will result in my immediate dismissal from the Premises and that I am not entitled to any refund.

6. I hereby represent and warrant to Homer's Fund that, to the best of my knowledge, I do not have any significant animal-related allergies or other medical or psychological condition that would make it inappropriate or dangerous (for myself, the cats, or others) for me to visit Nine Lives Cat Center.

7. In the event I would require medical care on an emergency basis, I hereby authorize Homer's Fund and its affiliates/agents to seek such care on my behalf and at my expense.

I ACKNOWLEDGE THAT I HAVE READ AND ACCEPT THE FOREGOING CONDITIONS:

Signed: _____

Date: _____

Print Name: _____

Parent or Guardian (if under age 18): _____

Print Name: _____