

GD2 ENTRANCE AGREEMENT AND RELEASE

DATE _____

NAME OF EVENT _____

SPONSORING MEMBER # _____

MEMBER SIGNATURE _____

GENERAL TERMS

1. **Privacy Policy.** All personal information provided to GD2 shall be kept strictly confidential.
2. **GD2 Policies.** I agree to uphold and abide by all GD2 rules, policies and procedures, including, but not limited to, the following:
 - (A) **No soliciting.** Soliciting for the purpose of exchanging funds for sexual or BDSM related services is prohibited. Soliciting of any other type of services or goods is permitted only with express written permission from GD2.
 - (B) **Confidentiality.** Disclosing to anyone at any time the name, identity, or any personal or identifying information of someone in connection with that person's membership in, attendance at, or involvement in any activities at or sponsored by GD2 is prohibited. Disclosing to anyone at any time any information about activities at or sponsored by GD2 is prohibited without the express written consent of GD2.
 - (C) **Cell Phones.** Cell phone use of any kind is prohibited except in designated areas.
 - (D) **No Photos.** Photographs are prohibited without advance, express permission of, and direct supervision by, GD2 management.
 - (E) **No Drugs or Alcohol.** Entering GD2 under the influence of or in possession of drugs or alcohol is prohibited.
 - (F) **Respectful, Courteous Behavior.** All attendees of GD2 shall be respectful and courteous toward other attendees at all times and shall refrain from and report to GD2 staff any disrespectful or otherwise inappropriate behavior. I agree to adhere to GD2's standards of appropriate conduct, including, but not limited to, the following:
 - (1) Socializing appropriately is encouraged. Always respect other people's physical and social boundaries and be clear about your own, including informing anyone who oversteps those boundaries, even unintentionally. Do not touch anyone unless you are specifically invited to do so. Observing others is permitted from a respectful distance (generally *at least* 15 feet).
 - (2) Do not interrupt or disrupt any activities other than socializing that others are engaged in for any reason. Unless expressly invited to do so, do not physically, verbally, or otherwise engage in any such activity with anyone. If you are not comfortable with any activity, please remove yourself from the area in which it is taking place. Inform GD2 staff immediately if you (a) become aware of anyone engaging in any such activity without an express invitation to do so; (b) believe any activity is unsafe; or (c) become aware of someone interrupting/disrupting such activity.
 - (G) **Use of Designated Areas.** Each area of GD2 is to be used solely in accordance with its designated purpose: social areas are for socializing only, bathrooms are for lavatory use, showers are for solo showering, etc.
 - (H) **Dress code.** Street legal attire is required at GD2's non-members-only events. GD2 does NOT have a dress code during members only hours. Anyone with exposed buttocks or genitalia is required to use a towel or other barrier when using furniture and to otherwise protect and keep clean any and all furniture and equipment.
3. **Non-Discrimination.** Attendance is permitted without regard to, and members and attendees are prohibited from discriminating on the basis of, religion, race, sex, color, sexual orientation, gender expression or identity, marital status, or national origin.
4. **Covenants.** For the sole consideration of being permitted to enter GD2, I understand, agree, and warrant that:
 - (A) **Confidentiality.** I shall fully abide by GD2's confidentiality policy.
 - (B) **I Shall Not Engage in Publishing.** I am not attending GD2 in any capacity as, or for or on behalf of, a publisher of news, opinion or information in any format or media (including, but not limited to, television, radio, print, or online), professional or otherwise, or any employee, agent, representative, contractor, or freelance associate thereof. I shall not act on for or on behalf of, obtain for or on behalf of, transfer to or cause to be transferred to any such publisher or any employee, agent, representative, contractor, or freelance associate thereof, any information about GD2, its members or attendees, or activities sponsored by or at GD2. Further, except as expressly authorized by this Agreement, I shall not publish any such information.
 - (C) **I Shall Not Engage in or Assist Law Enforcement.** I am not attending GD2 in any capacity as a member of or for or on behalf of any federal, state, local, or other law enforcement agency, regulatory agency, administrative or investigative body, or other similar agency or body, whether civil, criminal, governmental or otherwise, or any employee, agent, or representative thereof. I shall not act on for or on behalf of, obtain for or on behalf of, or transfer to or cause to be transferred to any such agency or body, or any employee, agent, or representative thereof, any information about GD2, its members or attendees, or any activities sponsored by or at GD2.
 - (D) **I Shall Not Engage in Collecting Evidence or Information for Claims.** I am not attending GD2 in any capacity as, or for or on behalf of, a person or corporation in any way related to or connected with any potential, threatened, pending, completed, past, or future action, suit, or proceeding, related or unrelated to GD2 or its members or attendees, whether civil, criminal, administrative or investigative, or any employee, agent, or representative thereof. I shall not act on for or on behalf of, obtain for or on behalf of, or transfer or cause to be transferred to any such person or corporation, or any employee, agent or representative thereof, any information about GD2, its members or attendees, or activities sponsored by or at GD2.
5. **Copyright, Ownership and License of Works.** I hereby assign to GD2 full, outright, exclusive copyright ownership and all accompanying rights of any descriptions, representations, accounts, and images of, or any other works in any form ("works") that are

I HAVE READ AND UNDERSTAND THIS PAGE.

INITIALS _____

created by me, in whole or in part, published or unpublished, and I shall not create any joint such work with anyone or convey to another person or entity copyright or licensing rights in any such works, that describe or relate to any activities or information about activities at or sponsored by GD2, or that include the name, identity, or any personal or identifying information of someone in connection with that person's membership in, attendance at, or involvement in any activities at or sponsored by GD2. I further assign to GD2 full ownership of any material object in which such a work is embodied. GD2 grants me license to use for personal use such works that (1) comply in every respect with this Agreement and GD2's policies, (2) are not used for pecuniary gain, and (3) are deemed by GD2 in its sole discretion to be not harmful or not potentially harmful to GD2 or its members or attendees.

6. Damages. I shall be responsible for any and all harm and damages suffered by GD2, its members, or its attendees arising from any breach of this Agreement.

(A) **Remedies.** In addition to all other remedies, GD2 shall be entitled to recover from me all costs and damages incurred in relation to any breach of this Entrance Agreement and Release, whether actual, alleged or anticipated, including, but not limited to, reasonable expenses and attorneys' fees, including those related to seeking a declaratory judgment and/or an injunction and/or preliminary relief against conduct which violates or threatens to violate this Agreement.

(B) **Liquidated Damages.** I agree that in the event I breach any of the covenants in section 4 of this Agreement, such a breach will inflict long term harm on GD2 and the actual damages from such a breach are difficult to measure. Therefore, for such a breach, I agree to pay to GD2 as liquidated damages a sum equal to the amount of 60 months of dues collected from each GD2 member who discontinues membership in the 24 months subsequent to my breach plus an amount equal to the fees collected from each such member during the 60 months preceding my breach plus the difference between dues and fees collected from members who joined GD2 in the 60 months preceding my breach and the dues and fees collected from members who join GD2 in the 60 months subsequent to my breach.

CERTIFICATION AND DECLARATION OF ELIGIBILITY FOR ATTENDING GD2

7. I certify the following to be true:

(A) **Age of Majority.** I am at least eighteen (18) years of age.

(B) **Reasons for Attending GD2.** I desire to attend GD2 to (1) learn about BDSM and the full range of human sexuality and relationships; (2) meet and find fellowship with others interested in BDSM and the full range of human sexuality and relationships; and (3) create and develop intimacy, achieve personal and spiritual growth, and find and sustain fulfilling interpersonal relationships. Further, I embrace the full spectrum of human sexuality and eroticism between adults, and I understand that I may witness, and I do not find offensive or objectionable in any way, behavior, expression, and activities by adults, or representations thereof, related to human sexuality, including, but not limited to, bondage, discipline, domination and submission/power exchange, sadomasochism, nudity, sex, non-monogamy, role-playing, fetishes, and any and all other types of sexual or similar expression among consenting adults. I understand that I may voluntarily but am under no obligation to observe or participate in such behavior, expression and activities, and that if I do so, I intentionally and willfully sought out such experiences.

(C) **Valid ID.** The government issued photo identification I present to GD2 in connection with entrance to GD2 is a true, accurate, lawful representation of my identity.

(D) **Criminal Background.**

(1) Are you required to be registered as a sex offender in Illinois or in any other State. or its equivalent elsewhere?

YES NO

If yes, please explain when, where and why:

(2) Have you been convicted of a felony or its equivalent?

YES NO

If yes, please explain when, where and of what felony you were convicted:

(E) **Information True and Accurate.** All information provided in this entrance agreement and that I provide to GD2 in connection with this entrance agreement is true and accurate, and I have not falsified, omitted, or obscured any relevant information.

(F) **Refusal of entry.** I understand that withholding of information or giving false or inaccurate information may result in a refusal of entry to GD2 or removal from GD2.

I HAVE READ AND UNDERSTAND THIS ENTIRE ENTRANCE AGREEMENT, INCLUDING THIS CERTIFICATION AND DECLARATION OF ELIGIBILITY.

I declare under penalty of perjury that the foregoing is true and correct and would be my testimony in a court of law.

Executed by:

PRINTED NAME

SIGNATURE

DATE

ASSUMPTION OF RISK , RELEASE & WAIVER OF LIABILITY, INDEMNIFICATION & HOLD HARMLESS, AND COVENANT NOT TO SUE

8. Releasees Defined. "Releasees" shall mean GD2, its members individually, and its officers, agents, employees, associates, assistants, volunteers, attendees, guests, licensees, insurance carriers, and invitees, as well as the building owners and building management of GD2's facilities, and their agents, successors, and assigns.

9. Activities Defined. "Activities" shall mean attendance at GD2 or at events at or sponsored by GD2, as well as any observation or participation in expression or conduct that includes, but is not limited to, bondage, discipline, domination and submission/power exchange, sadomasochism, nudity, sex, non-monogamy, polyamory, role-playing, fetishes, and any and all other types of sexual or similar expression among adults, sponsored by or at GD2.

10. ASSUMPTION OF RISK. I hereby assume any and all risk relating to Activities. I understand, agree and certify that:

- (A) **Voluntary Participation.** I am under no obligation to engage in Activities, and if I do, I do so voluntarily of my own free will.
- (B) **Risk and Danger.** Such Activities involve an exposure to and inherent risk of property damage and bodily or personal injury to myself or to others, including, but not limited to, risk of minor or substantial physical, mental, or psychological injury or illness, serious bodily injury or illness, disability, paralysis, or death. Dangers related to such activities include, but are not limited to, strains, sprains, cuts, abrasions, bruises, burns, hypothermia, going into shock, exposure to or transmission of sexually transmitted and other diseases and infections, broken bones, drowning, concussion, heart attack, heat exhaustion, and strangulation, as well as anxiety, mental and psychological stress and other mental and psychological harm.
- (C) **Fitness/Pre-Existing Conditions.** Such Activities involve strenuous physical activity and should be engaged in only after ascertaining my fitness for and risk of, and if I engage in such Activities with others, the fitness of others for and their risk of, engaging in such Activities. I am aware that I and others may have pre-existing physical or mental conditions, disclosed or undisclosed, known or unknown, that may increase the risk of such Activities.
- (D) **Sole Responsibility.** I will participate only in those Activities for which I possess the prerequisite fitness, skills, qualifications, preparations, and training, and I will observe and/or participate in only Activities the risks and dangers of which I am aware and which I fully understand. It is my sole responsibility to determine the level of risk I wish to assume with respect to such Activities.
- (E) **No Warranties.** Releasees do not warrant or guarantee in any respect the competency or mental or physical condition of any individual affiliated with such observation or Activities, including leaders, instructors, volunteers, or individual participants, and make no warranty as to the condition, safety, or suitability of any equipment or of the premises for any purpose.
- (F) **Medical Personnel, Authorization of Treatment.** Releasees do not have medical personnel available at the locations of such Activities, and Releasees are granted permission, but are not required, to authorize or administer emergency medical treatment for me at the locations of such activities. Such action or failure or refusal to act by Releasees shall be subject to the terms of this Agreement, and I assume any and all, and Releasees do not assume any, risk and responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment or lack thereof.
- (G) **Risk of Attendance.** I understand that there are risks associated with my attendance at GD2, including, but not limited to, the risk that my attendance may become known to others despite GD2's policies, and harm related to reputation, employment, child custody, and spousal and familial relations.
- (H) **Responsibility for Costs of Damage.** I am solely responsible, through insurance or otherwise, for any property damage, any hospital costs, or any other costs arising out of any personal injury or any other harm to me, whether physical, mental, or psychological, sustained in connection with my attendance at GD2 or any event or Activities sponsored by or at GD2.

11. RELEASE AND WAIVER OF LIABILITY. In consideration of Releasees permitting me to attend GD2 or engage in such Activities, and in connection therewith making available for my use certain equipment, facilities, grounds, or personnel of GD2, and for providing me access to its members and other attendees:

- (A) **Release of Claims.** I irrevocably and unconditionally waive liability, release, and forever discharge Releasees from any and all liability, claims, demands, rights, and causes of action of whatever kind, whether known or unknown, anticipated or unanticipated, including, but not limited to, those based on ordinary negligence of Releasees, in connection with any personal injury, property damage, any other harm, or the consequences thereof, arising out of or related to my attendance at GD2, my involvement in Activities, or my use of Releasee's equipment, grounds, personnel, or facilities.
- (B) **Release is a Defense.** If I hereafter sue or commence an action, suit or proceeding against any Releasees in contravention of this Release or for the purpose of enforcing any claims that I so release, this Agreement shall constitute a complete defense thereto and Releasees shall, in addition to all other remedies, be entitled to recover costs and damages from me, which shall include reasonable expenses and attorneys' fees, including those related to seeking a declaratory judgment and/or an injunction against conduct or litigation which violates or threatens to violate this Agreement.
- (C) **Fraud or Willful and Wanton Negligence.** I do not release claims that result from Releasees' willful and wanton negligence.

12. INDEMNIFICATION AND HOLD HARMLESS. I shall hold and save harmless, indemnify, defend and reimburse Releasees against:

- (A) Any and all liability, claims, demands, rights, and causes of action of whatever kind, whether known or unknown, anticipated or unanticipated, including, but not limited to, those based on ordinary negligence of Releasees, whether such liability, claims, demands, and causes of action are brought by me or by others and involve me, including, but not limited to, other members, attendees, co-participants in Activities, or rescuers;

I HAVE READ AND UNDERSTAND THIS PAGE.

INITIALS _____

- (B) Any and all injuries, deaths, losses, damages, whether incurred by me or by others, including, but not limited to, other members, attendees, co-participants in Activities, or rescuers; and
- (C) Any and all liabilities, judgments, costs and expenses, including legal costs, reasonable attorneys' fees, court costs, and investigative costs, whether incurred or caused by me or by others, including, but not limited to, other members, attendees, co-participants in Activities, or rescuers

which may in any way accrue against Releasees as a consequence of, arising out of or related to my attendance at GD2, my involvement in Activities, or my use of GD2's equipment, grounds, personnel, or facilities.

13. COVENANT NOT TO SUE. I covenant not to sue or otherwise bring, or cause or permit to sue or be brought, any action in law or equity against Releasees for any claims, loss, damage, expense, debt or liability of any nature whatsoever, whether known or unknown, anticipated or unanticipated, which I may sustain as a consequence of, arising out of, or in any way related to my attendance at GD2, my involvement in Activities, or my use of GD2's equipment, grounds, personnel, or facilities.

OTHER PROVISIONS OF THIS ENTRANCE AGREEMENT AND RELEASE

14. Entire Agreement. This Agreement supersedes any and all agreements, either oral or in writing, between the parties with respect to entrance to GD2, confidentiality, copyright, or assumption of risk, release and waiver of liability, indemnification and hold harmless, and covenant not to sue agreements. No representations, inducements, promises, or agreements, oral or otherwise, have been made by or on behalf of any party which are not embodied herein, and no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

15. Severability and Modification. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way, and the parties intend the provision to be, and authorize such arbitrator or court to modify the covenant as necessary to make it, enforceable to the greatest extent permitted under the law.

16. Waiver. Acceptance of this signed Agreement by Releasees shall not constitute a waiver, in whole or in part, in any way, by Releasees. Failure to invoke any right, condition, or covenant of this Agreement by Releasees shall not be deemed to imply or constitute a waiver of any right, condition, or covenant of this Agreement and no one may rely on such failure to invoke said rights, conditions, or covenants as a continuing waiver of any provision of this Agreement.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and, with respect to section 5, by Title 17 of the United States Code, as amended.

18. Binding. This Agreement binds me and my spouse, heirs, estate, executors, administrators, legal guardian, personal representative, and assigns.

19. Duration. This Agreement shall be applicable in perpetuity to any attendance by me at GD2 or at any event sponsored by GD2.

20. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(A) **Preliminary Relief.** GD2 may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. GD2 also may, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of GD2, pending the arbitrator's determination of the merits of the controversy, and the parties agree that any information about GD2's members or attendees shall be deemed confidential and protected to the fullest extent permitted by law in any such court.

(B) **Confidentiality of Arbitration.** Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

(C) **Costs.** Except as otherwise provided in this Agreement, each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration.

✓ **I know the inherent and other risks of such Activities, I understand and appreciate those risks, and I agree to assume any and all responsibility for such risks.**

✓ **I am aware that I am waiving and releasing legal rights that I otherwise may have. I understand that I am relinquishing substantial legal rights, including the right of financial recovery for injury, whether the injury results from the inherent risks of the activity or from the ordinary negligence of Releasees.**

✓ **I sign, execute, and enter into this Agreement voluntarily, entirely of my own free will and volition, with full awareness and comprehension of the risks involved, and with the full intent of releasing Releasees of liability for injury or loss due to the inherent or other risks of the activity or due to the ordinary negligence of Releasees.**

✓ **I have read and I understand this Agreement.**

THIS IS A LEGAL DOCUMENT. I UNDERSTAND THAT BY SIGNING IT I AM WAIVING LEGAL RIGHTS WHICH I MIGHT OTHERWISE BE ENTITLED TO UNDER THE LAW.

PRINTED NAME **SIGNATURE** **DATE**