Event Waiver

In consideration of the services of Witch City Rope (DBA), their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Witch City Rope"), I hereby agree to release, indemnify, and discharge Witch City Rope, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

 I acknowledge that my participation in aerial arts, drama skills, suspension, bondage, kink, stagecraft training and instruction activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; falling from equipment; burns; blisters; rope burns; strap burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; strains, cuts, muscle soreness and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other participants or persons who may be present; my own physical condition; dehydration; nerve damage; wrist drop; failing to act safely or within one's own ability; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; and the risk of emotional and psychological injuries or physical damage associated with this activity. In any event, if you are injured, any medical assistance will be at your own expense.

Furthermore, Witch City Rope agents have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

- 2. I am 21 years of age or older, and I will verify my age by showing proof of my identification to the event organizers upon entry.
- I agree to indemnify and defend Witch City Rope, against all claims, causes of action, damages, judgments, costs or expenses, including but not limited to attorney fees, and other litigation costs, which may in any way arise from my participation and attendance at Witch City Rope.
- 4. I agree to pay for any and all damages I cause to the facilities during my attendance at an Witch City Rope event.
- 5. I have received a copy of the Member and Event Code of Conduct. I have had an opportunity to read and ask questions about these Codes of Conduct. I agree to follow these Code of Conducts, and I understand these Code of Conducts are non-negotiable and subject to change. I understand that violating any of these Code of Conducts or any terms of

- this waiver could result in my ejection from the event without refund, and ban from future events
- 6. I am also responsible for my own property. I understand and agree that Witch City Rope will not be held responsible for lost, stolen, or damaged items that I bring to the event.
- 7. I agree to abide by Local, State, and Federal laws while at this event. I will not participate or condone any illegal activities while at Witch City Rope. I will not engage in illegal drug use before or during the event. I will not participate in any exchange of money for services.
- 8. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 9. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Witch City Rope from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Witch City Rope's equipment or facilities, including any such claims which allege negligent acts or omissions of Witch City Rope.
- 10. Should Witch City Rope or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 11. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- 12. I certify that I am here for my own personal enjoyment. If I am here in any official capacity as a city or law enforcement official, I will show the proper identification to the Witch City Rope representatives. I understand that Witch City Rope values and respects its local community, and abiding by the law is important to Witch City Rope and its organizers.
- 13. I further certify that I am not a member, or acting under the direction of any media organization, government institution, or personal interest group, nor am I here to research, investigate, report, expose or otherwise collect and use information obtained at this event. I understand that if I am, I will be removed immediately, my presence at the event will be published to the kink community, and Witch City Rope will pursue the maximum extent of relief as allowed by law against me.
- 14. I will respect the right to privacy of all Witch City Rope attendees. This includes not divulging legal names, unless previously sanctioned by the individual, not taking any photos, videos, and audio recordings of the event, and not divulging details of scenes. I further certify that I am in no way connected with/representing any form of media and that if I am representing such an entity in any way, I agree to pay \$1 million in total to Witch City Rope agents for any breach of this release/statement. If I profit from any said reports, images, or recounts in any way, including normal payroll, I agree to pay \$1 million to Witch City Rope agents for each breach.
- 15. Regardless of affiliation with a media entity, if I should divulge to any news/media/broadcast organization anything I see, hear, or photograph while attending this event, I acknowledge and agree that it would be impractical and extremely difficult to estimate the damages that Witch City Rope agents might incur for such disclosure. Therefore, I agree that a reasonable

- estimate of the total detriment that Witch City Rope agents would suffer in the event of such disclosure is and shall be, as the sole and exclusive remedy and not as a penalty, One Million Dollars (\$1,000,000) ("Liquidated Damages Amount"). I recognize I shall be held separately liable to Witch City Rope agents for each instance of such broadcast or display over the news/media/broadcast/internet outlet for no less than the specified Liquidated Damages Amount.
- 16. I agree that any such recordings/pictures I create or take during an Witch City Rope event become copyright of Witch City Rope agents and their operators and any broadcast, posting, or reproduction of these will violate U.S. Copyright Protection Act unless specifically authorized by the event holders.
- 17. I certify that any images I record will not be used in any way for commercial or personal gain nor will they be used for the purpose of entrapment or to gather information and/or testimony that would lead to the harm, persecution or prosecution of the organizers of Witch City Rope, the owner of the event site, or any individual attending or connected with the event. I agree to hold harmless the organizers of Witch City Rope, the owners of the event site, and attendees of the event if my image is captured and distributed inadvertently.
- 18. Witch City Rope events are social events for rope bondage enthusiasts to gather to practice, teach, learn, demonstrate, discuss, and perform various styles and expressions of rope bondage with other consenting adults. I understand I am under no obligations to participate in demonstrations or interact with other scenes. I also understand that content shown or discussed at this event may be sensitive or triggering subjects including but not limited to rope bondage, sexuality, domination and submission, consensual power exchange, sadomasochism, and more.
- 19. I am responsible for clearly communicating my personal preferences and limits to others with whom I interact. I am responsible to ensure I participate at a level that does not exceed my personal limits and I am responsible for removing myself should any activity exceed my limits. I understand that should I violate any of the above agreements, I may be asked to leave the event.
- 20. I understand that I am attending an event that is adult in nature. In doing so, I may be exposed to adult related activities between consenting adults that some people might find offensive or immoral. I do not find these activities offensive or immoral and I consent to being exposed to such activities. With my participation in this event, I willingly and with full consent and knowledge waive and relinquish any type of claim as to the offensive nature of anything I might see or experience while attending a Witch City Rope event. I take personal responsibility that if I do find something offensive, I will leave the area without disruption or comment.
- 21. Should any legal issue arise, I agree to pay Witch City Rope's legal fees should I make a legal claim. I also agree to consent to pre-filing mediation and court ordered mediation should any claim arise. If I do not participate in pre-filing mediation, I understand my claim may be dismissed for violating the terms of this waiver.
- 22. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Witch City Rope on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Scene Name:
Printed Legal Name:
Signed Name:
Date: