

ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK & INDEMNITY AGREEMENT

I, _____, hereby affirm and acknowledge that I am fully aware and understand the multitude of inherent hazards and risks to myself and others associated with engaging in sex, sadomasochism, BDSM activities and other intimate contact and that such activities could result in bodily injury, whether inflicted deliberately or accidentally, and that such injuries could cause the death of a participant. I understand and acknowledge that not all hazards and dangers can be foreseen. I fully and willingly accept and assume all risks that may arise out of or result from my participation in the activities of the SoCABC, Inc., doing business as the Southern California Bondage Club ("SoCABC"), whose activities are held at the establishment operated by 910WEHO, LLC, ("910WEHO") or any other establishment. I understand and acknowledge that all events and activities co-sponsored by SoCABC and 910WEHO are private events where consensual sex, sadomasochism and other intimate personal contact may occur. Terms throughout this document referring to "he" or the masculine are a generalization meant to apply to all genders, male, female, intersexed, and transgendered.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for being permitted to participate in the activities referenced above, I knowingly and voluntarily acknowledge and agree as follows:

- 1. Assumption of Risk:** I am knowingly and voluntarily assuming all risks of injury, disability, death, loss or damage to myself or to any other person or property arising directly or indirectly from my participation in sex, BDSM, other intimate activities and any other activities occurring at a SoCABC event or activity.
- 2. Waiver and Release:** I, my estate, heirs, survivors, administrators, representatives, agents, employees, consultants, attorneys, executors, successors, insurers, and assigns (collectively, "Representatives") will not make any claim against, sue, or attach the property of SoCABC, any of the officers, directors, employees, associates, members and/or volunteers of SoCABC, or the owners or operators of any of the establishments where SoCABC events, meetings and activities take place, for personal injury, property damage, wrongful death, injury or damage arising from or related to the activities occurring at any SoCABC event, whether foreseen or unforeseen, resulting from the negligence or other acts, howsoever caused, by any officer, member, employee, agent, or contractor of SoCABC, or by any other participant in SoCABC events or activities. I further expressly waive any and all specific notice of the existence of the risks that may be present at events of SoCABC.
- 3. Indemnity:** I agree to **INDEMNIFY and HOLD HARMLESS** SoCABC, any of the officers, directors, employees, associates, members and/or volunteers of SoCABC, and the owners or operators of 910WEHO, or any of the establishments where SoCABC events, meetings and activities take place with respect to any and all injury, disability, death, loss or damage to person or property caused by me, whether due to my negligence or otherwise. Such indemnity covers all reasonable expenses incurred by them, including but not limited to attorney fees.
- 4. Unknown Claims:** The undersigned acknowledges and agrees that the release herein applies to all claims for injuries, damages or losses to person and property, real or personal (whether those injuries, damages or losses are known or unknown, foreseen or unforeseen, or patent or latent) and that the undersigned may have against SoCABC or 910WEHO. The undersigned waives application of California Civil Code §1542. The undersigned certifies that he has read and waives the following provisions of California Civil Code §1542:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." _____ **Initials**

The undersigned understands and acknowledges that in consequence of this waiver of California Civil Code §1542, even if he should eventually suffer additional damages arising out of the matters referred to herein, he will not be able to make any claim for those damages. Furthermore, the undersigned acknowledges that he intends these consequences even as to claims for damages that may exist as of the date of this release but he does not know exist, and that, if known, would materially affect his decision to execute this release, regardless of whether his lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

RULES OF PARTICIPATION

In consideration for being permitted to participate in the activities referenced above, I hereby agree to abide by the following rules:

- 1. Mutual Consent:** I understand and agree that all activities require the mutual consent of the participants in advance of engaging in BDSM and/or sexual activities. I will respect anyone's decision to decline participation in any proposed activity. I will discontinue the activity if any participant withdraws their consent to the activity, and I will immediately inform other activity participants if I wish to withdraw my own consent.
- 2. Confidentiality:** The identities and personal information of all participants at a SoCABC event, and the activities they engage in, shall be held by me in strict confidence and not disclosed to any third party outside of a SoCABC event without express permission of that participant.
- 3. Sex:** I understand and agree that it is not one of the primary purposes of SoCABC to allow, facilitate and/or provide facilities for its members to engage in any high risk sexual contact nor any sexual contact while at its events which

means any of the following activities: anal or vaginal intercourse, oral copulation and any other activity which poses a significant risk for the transmission of the Human Immunodeficiency Virus (HIV) which has been associated with AIDS and other sexually transmitted diseases. I agree that I will not engage in such high risk sexual contact nor any sexual contact without a condom and will avail myself of and use a condom for any sexual or high risk sexual contact at any SoCABC event.

4. Clean-Up: I agree that I will be responsible for all clean up after completing my activity.

5. Safety: I understand and agree that all activities must be performed in a safe and sane fashion, and that I will respect the decision of any appointed monitor to stop any activity. I will follow all instructions or direction given to me by any appointed monitor at the SoCABC event.

6. No Drugs or Alcohol: I understand and agree that I will not use any alcohol or illegal drugs at any SoCABC event.

7. Cameras/Recording Devices: I understand and agree that I cannot take any photographs or record any activities at any SoCABC event.

8. Cell Phones: I understand and agree that cell phones must be kept on vibrate or silent while attending any SoCABC event and that the use of cell phones is only permitted in the establishment entry/foyer or outdoor patio area.

9. Solicitation: I agree that I may not request or offer to exchange any sexual or other services in exchange for money, property or other valuable consideration at any SoCABC event, and I will immediately report the actions of any participant who does so.

10. Removal: I understand and agree that I may be removed and/or barred from SoCABC events if I violate any of the above rules.

11. Associate Membership: Payment for admission to any SoCABC event includes a 24 hour non-voting Associate Membership in SoCABC. This membership requires no obligation other than consenting to and abiding by the rules and agreements set forth in this document.

ARBITRATION

Any dispute, claim or controversy arising out of or relating to my participation in a SoCABC and/or 910WEHO event, or arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Los Angeles County before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. In any arbitration arising out of or related to this Agreement, the arbitrator(s) shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator(s) determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator(s) may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

EXECUTION, ENFORCEMENT AND RETENTION

The undersigned acknowledges and warrants that his execution of this Release is free and voluntary and understandingly made after careful review of the terms and that he has not relied on any inducements, promises or representations made by SoCABC, Inc. concerning any matters stated herein or related thereto. I am not relying on any oral or written representation or statements made by any director, officer, member, agent or other representative of SoCABC or 910WEHO, other than what is set forth in this agreement. This agreement shall be binding to the fullest extent permitted by law. If any clause or provision of this Release is found to be void, illegal or unenforceable, the remaining provisions and clauses will not be affected and shall remain in full force and effect. This Release is governed by and interpreted in accordance with the laws of the State of California, and is to be construed and interpreted as broadly and inclusively as permitted by the laws of the State of California. I understand that I am entitled to receive a copy of this agreement for my records if I request one, and I understand that SoCABC shall retain this agreement for a period of five years.

I affirm that I am at least 18 years of age and that I am competent to sign this Release on my own behalf. I have read the foregoing document in its entirety, which constitutes the entire Agreement between the parties, and I fully understand its contents. I understand that I have given up legal rights by signing it. I am aware that this is an Assumption of Risk and Release of Liability and I sign this document of my own free will. By signing below, I expressly agree to all of the terms contained in this document. (Updated 1.31.24) ©Copyright 2019, SoCABC, Inc.

Signature: _____ **Dated** _____ **ID Checked** _____

Printed Name: _____ **Email:** _____