

PARTICIPANT AGREEMENT, RELEASE AND **ASSUMPTION OF RISK**

In consideration of the services of Center for Sex Positive Culture, 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 "CSPC"), I hereby agree to release, indemnify, and discharge CSPC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in club related activities entails known and unanticipated risks that could result in serious 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: Strains, sprains, cuts, bruises, muscle soreness and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; dehydration; permanent disability; the possibility of eye damage or loss of hearing; the failure to participate in activities safely or within one's own ability or within designated area; negligence of other people participating; emotional and psychological injuries; my own physical condition, and the physical exertion associated with this activity.

Furthermore, CSPC employees & volunteers 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 participant's ability to participate in activities or a participant's injury level. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. 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.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CSPC 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 CSPC 's equipment or facilities, **including any such claims which allege negligent acts or omissions of CSPC.**

4. Should CSPC 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.

5. 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.

6. In the event that I file a lawsuit against CSPC, I agree to do so solely in the state of Washington, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. 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 CSPC 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.

Signature of Participant _____

Date _____

Print Name _____

Our Privacy Statement

Information Collection, Use, and Sharing - We are the sole owners of the information collected on this form. We only have access to/collect information that you voluntarily give us. We will not share, sell or rent this information to anyone without your express consent.

Security - We take precautions to protect your information. Only employees and volunteers who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. 2/27/2018