

SMIRC, LLC – MI ROPES PARTICIPATION WAIVER

WAIVER OF LIABILITY AND CONSENT TO ATTEND AND PARTICIPATE

I, _____, am attending MI Ropes, which is held at an event at a public facility. By attending this event, I agree to abide by the following:

Age of Consent

I am 18 years of age or older and I will verify my age by showing proof of my identification to the Event Organizers upon entry.

Rules

I have received a copy of the rules. I have had an opportunity to read and ask questions about the rules. I agree to follow the rules, and I understand these rules are non-negotiable and subject to change. I understand that violating any of the rules or any terms of this Waiver could result in my ejection from the event without refund, and permanent ban from future events.

Release of Liability

I am participating in MI Ropes freely and voluntarily. I recognize that there are certain risks inherent in participating in MI Ropes and I assume full responsibility for injury to myself or others caused by me. I release and further discharge MI Ropes, its owners, agents, heirs, assignees, members, and any and all other persons associated with MI Ropes, of any liability for injury, loss, or damage arising out of my use or presence of the facilities, or attendance of MI Ropes, regardless of cause or fault of myself, MI Ropes, the Facilities, or a Third Party.

I agree to release and indemnify MI Ropes, its owners, agents, heirs, and assignees from liability against any or all claims arising from any events, foreseen or unforeseen that may occur in connection with MI Ropes.

I agree to indemnify and defend MI Ropes, its owners, agents, heirs and assignees 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 MI Ropes.

I agree to pay for any and all damages I cause to the facilities during my attendance of MI Ropes.

I further understand that I assume all responsibilities of attendance and participation of MI Ropes. I am responsible for my own actions. I am also responsible for my own property. I understand and agree that MI Ropes will not be held responsible for lost, stolen, or damaged items that I bring to the event.

Illegal Activities

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 MI Ropes. I will not engage in illegal drug use before or during the event. I will not participate in any exchange of money for services, such as Pro-Domming, prostitution, soliciting, or any other illegal activity.

Capacity Attending

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 MI Ropes representatives. I understand that MI Ropes values and respects its local community, and abiding by the law is important to MI Ropes and its members.

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 MI Ropes will pursue the maximum extent of relief as allowed by law against me.

Right to Privacy

I will respect the right to privacy of all MI Ropes attendees. This includes not divulging legal names, unless previously sanctioned by the individual, and not divulging details of play party 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 to MI Ropes for any breach of this release/statement. If I profit from any said reports, images, or recounts in anyway, including normal payroll, I agree to pay \$1 million to MI Ropes for each breach.

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 MI Ropes might incur for such disclosure. Therefore, I agree that a reasonable estimate of the total detriment that MI Ropes 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 MI Ropes for each instance of such broadcast or display over the news/media/broadcast/internet outlet for no less than the specified Liquidated Damages Amount.

I agree that any such recordings/pictures I create or take during MI Ropes's event become copyright of MI Ropes 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.

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 MI Ropes, the owner of the event site, or any individual attending or connected with the event. I agree to hold harmless the Organizers of MI Ropes, the owners of the event site, and attendees of the event if my image is captured and distributed inadvertently.

Awareness and Purpose

MI Ropes is a social networking opportunity for people to talk and meet with others in confidence about the BDSM lifestyle with other consenting adults. I understand that topics discussed could include human sexuality and its effect on our lives. I also understand that educational and safety presentations may be made, and I realize that partial nudity demonstrations, or pictures of these may occur. I also understand that members may also participate in BDSM related scenes. I realize I am under no obligation to take part in any demonstrations or to interact in any scene with other members.

Communicating Limits

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.

I understand that I am attending an event that is adult in nature. In so doing, 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 MI Ropes event. I take personal responsibility that if I do find something offends me, I will leave the area without disruption or comment.

Miscellaneous

Should any legal issue arise, I agree to pay MI Ropes’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.

By signing this waiver, I acknowledge I have had an opportunity to read it and ask any questions pertaining to the event and its rules.

Signed: _____

Date: _____

Legal Name (Print Clearly) _____