



Contributor # _____

2017 NEW CONTRIBUTOR / CONTRIBUTOR RENEWAL FORM

I hereby acknowledge:

1. That I have read the CAPEX Bylaws and Statements on Discretion and Abuse, understand them, and will abide by them.
2. That I am over the age of 21.
3. That I am not here as an agent of law enforcement or the media.
4. That I understand if I do not abide by the CAPEX Bylaws, policies and rules (which I have received a copy of), that my Contributor status may be suspended and that any financial contributions I have made to CAPEX are non-refundable.
5. That CAPEX meetings and socials are of an adult erotic nature and I am not offended by such activities.

I am interested in volunteering to help with the following CAPEX teams.

- Bylaws Team Finance Team Education Team Communications/IT Team Future Planning Team
- Social Team (tickets, food, setup or tear down, DM) Gateway Team Decorations Team Orientation Team
- Welcoming Team
- I am interested in serving as an arbitrator (*the neutral party who heads the judicial committee in the event of a board members impeachment*)

All information is kept strictly confidential.

Name: _____

Address: _____

Scene Name: _____ (*Will appear on your Contributor Card*)

Email Address: _____

Please PRINT CLEARLY; email is our PRIMARY communications method

Contributor Signature: _____ Date: _____

Board Member to sign verification of the following items:

Identification Verified: _____ **Orientation Attended/Contribution of \$30 collected:** _____

BOARD USE ONLY

- Converted to 2017 Mailing List
- Confirmation Email Sent
- Reply Received for Confirmation email

WAIVER OF LIABILITY

In exchange for the value and benefit of services received, including my participation in activities conducted by or on behalf of CAPEX, Inc. (the "Organization"), I have read, understand and willingly sign this Waiver. I acknowledge that my participation in in any activity conduc ted by, on the premises of, or for the benefit of, the Organization has certain inherent risks, which I voluntarily assume. I acknowledge that the presentation and social has certain inherent dangers and poses a risk of serious injury or death. I agree to follow any instructions given or rules established by the Organization or its agents with regard to participation in any activities conducted by, or on the premises of, or for the benefit of the Organization.

I hereby indemnify, release, hold harmless and forever discharge the Organization and its age, directors, contributors, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages or liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any activities conducted by, on the premises of, or for the benefit of, the Organization; provided, that this Waiver of Liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. This Waiver is binding upon me, my heirs, executors, legal representatives, successors and assigns. The provisions of this Waiver will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, the Organization, whether by agreement, by operation of law, or otherwise.

This Waiver is governed by the laws of the State of South Carolina and is intended to be as broad and inclusive as is permitted by that law. If any provision of this Waiver is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective. This Waiver contains the entire agreements between parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Waiver. The provisions of this Waiver may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. Any claim or controversy that arises out of or relates to this Waiver or the alleged breach of it, and which cannot be settled by the parties, will be settled by submission to the nearest chapter of the American Arbitration Association or similar group for binding unappealable arbitration in accordance with its current rules and procedures.

I am of lawful age and legally competent to sign this document; I understand the terms herein; and I have signed this document on my own free act. I am not acting on behalf of a member of law enforcement nor media, either print, television or internet.

Printed Legal Name: _____

Address: _____ (As appears on Driver's License)

Signature: _____ Date: _____ Driver's License State: _____ and #: _____

Accepted on behalf of CAPEX, Inc.

Director Name: _____ Title: _____ Date: _____

CAPEX SOCIAL RULES

Section 11.01 All play shall be consensual.

Section 11.02 All CAPEX sponsored socials must have at least one (1) Dungeon Monitor, approved by the Board, on duty at all times. Further, for every four (4) play stations, the board may add an additional DM to the duty roster.

- (a) The Dungeon Monitor(s) shall not be encumbered by any other duties that may distract him/her from the role of Dungeon Monitor.
- (b) The Dungeon Monitor(s) will have access to all areas of the Dungeon during an event.
- (c) All concerns should be brought to the Dungeon Monitor(s), Social Director, or any other Board member.
- (d) Only the Dungeon Monitor(s), Social Director, or any other Board member may interrupt a scene.
- (e) The Dungeon Monitor(s) will adhere to CAPEX policies and procedures.

Section 11.03 No illegal substances of any kind are allowed on the Premises. Alcoholic Beverages are NEVER allowed at ANY CAPEX event without the express written permission of the CAPEX Board of Directors.

Section 11.04 Mental clarity is fundamental to safety in the BDSM scene. Use of intoxicants, drugs and medications can interfere with mental clarity. Those who are considered unsafe in terms of their mental readiness to play at a CAPEX function may be asked to refrain from playing, or may be asked to leave the premises. (Note: we recognize mental clarity can also be impaired by anger, exhaustion, and/or grief).

Section 11.05 Firearms are prohibited.

Section 11.06 All attendees must be prepared to present their contributor cards on admission or at any point during an event OR be a guest of a card-carrying contributor. Members of reciprocal groups must be prepared to provide proof of membership of a reciprocal organization.

Section 11.07 Prior to admittance, all guests shall read and sign a waiver agreeing to abide by CAPEX rules for Socials and, in addition, shall present a valid photo ID to verify their age and identity.

Section 11.08 Prostitution, solicitation, and negotiations of compensation for sexual services ARE ILLEGAL and are not tolerated. Violations shall result in immediate removal and banning from future events. Scene professionals may not receive payment for services rendered at a CAPEX event.

Section 11.09 Smoking is permitted in designated areas only.

Section 11.10 There will be NO genital-to-orifice penetration.

Section 11.11 In order for a CAPEX Contributor to make a reservation for himself/herself to attend a CAPEX Social, he/she must be a Contributor in good standing.

Section 11.12 Please share the special play equipment. So that others may also enjoy them, please limit your usage of a play station to no more than 90 minutes. Beyond that, please have Dungeon Monitor or Social Director approve each additional 30 minutes.

Section 11.13 Keep your play safe.

- (a) Play involving any sort of strangulation, venom, bestiality, or firearms is strictly forbidden.
- (b) Advanced play involving such techniques as electricity, fire play, mummification, piercing, cutting, strobe lights and so forth should only be done by experienced, properly equipped players.
- (c) A Dungeon Monitor must be informed of the desire to play using advanced techniques prior to the beginning of the scene.
- (d) Needle points protruding from the skin must be blunted with tape, cork or similar material if the pierced person is moving about the party.
- (e) In order to prevent an injury-causing fall, a person whose hands have been bound behind them or secured by their sides, and/or a person whose legs are restrained in any way, must be escorted by a "spotter" while they move from place to place. This spotter must remain within arm's reach.
- (f) Anyone who has been bound to a fixed object, such as a chair or post, must be kept under close constant watch by a specified person who stays within "lunge distance" (typically no more than 20 feet) of the bound person.
- (g) Mouth Stuffing must be attached to the gag.
- (h) Watch your backswing! Make sure the area beside, behind and above you stays clear. (Spectators also share in this responsibility by making sure that they do not move into the path of flying objects or intrude in the scene space.)

Section 11.14 Please keep the space clean by properly disposing of your plates, cups, and so forth. Clean up completely after your scenes. Leave all equipment free of sweat, blood, other bodily fluids, wax, toys, etc. Cleaning supplies are readily available in all play spaces.

Section 11.15 CAPEX recognized Safewords.

Yellow ~ "Too much," "Slow down," "Something is wrong, but I don't want to stop the scene".

Red ~ "Something is VERY wrong." "Stop everything NOW!"

MAYDAY ~ "I need OUTSIDE assistance!"

Two Thumps ~ The non-verbal equivalent of "Red"

Two Squeezes ~ May be used by the Top or the Dungeon Monitor to check on someone's wellbeing.

This signal should be answered by a returned two squeezes.

Section 11.16 Additional "House Rules" may also apply, depending on location, host, and/or other circumstances.

PRINT LEGAL NAME: _____ SIGNATURE: _____ DATE: _____

SCENE NAME: _____ EMAIL ADDRESS: _____

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I hereby indemnify, release, hold harmless and forever discharge the Organization and its age, directors, contributors, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages or liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any activities conducted by, on the premises of, or for the benefit of, the Organization; provided, that this Waiver of Liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. This Waiver is binding upon me, my heirs, executors, legal representatives, successors and assigns. The provisions of this Waiver will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, the Organization, whether by agreement, by operation of law, or otherwise.

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Accepted on behalf of CAPEX, Inc.

By: _____

Title: _____

Date: _____

Scene Name

Email Address

Printed Legal Name

Address: _____
(As appears on Driver's License)

Signature

Date

Driver's License State and #: _____