

**DO NOT WRITE IN TOP SECTION. DO NOT WRITE IN BLUE SECTION. DO NOT WRITE IN TOP SECTION**

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|---------------------|----------------------------|--|
| F: _____            | L: _____                   | _____ - _____ <b>2023</b>                                      |
| B: ____/____/____   | ID #: _____                | Issuing Event Authority: _____<br>Memb Fees: _____ Dues: _____ |
| Foreign Club: _____ | SD: ____/____/____ N__ R__ | RSO by: _____ Date ____/____/____                              |



## SECTION ABOVE FOR OFFICE USE ONLY

**DO NOT WRITE ABOVE THIS LINE**

### ACADEMY MEMBERSHIP APPLICATION/AFFIDAVIT

|                                   |                            |
|-----------------------------------|----------------------------|
| <b>Legal Name:</b>                | <b>Scene/FetLife Name:</b> |
| <b>Today's Date:</b>              | <b>E-Mail</b>              |
| <b>How did you hear about us?</b> |                            |

The Mission of the Academy of Fetish Arts (Herein referred to as the "AFA" or "The Academy") is to be a social organization and an educational resource for all who practice Bondage/Domination/Sadism/Masochism (BDSM) D/s, M/s and Fetish lifestyles in the greater Cleveland area and throughout Ohio. The Academy encourages fellowship, mentoring and safe play practices amongst its members. Participation in any and all activities is strictly voluntary.

#### Conditions of Membership

- (Initial \_\_\_) I declare that I am at least 19 years old, will show legal proof of age and agree to abide by the rules of The Academy; that I am fluent in, Able to understand and read English; that I am here under my own free will; that I am of sound body and mind, not under the influence of any drugs, alcohol or medications that would impair my ability to review and fully understand the terms and conditions of this agreement; and that no one has coerced or threatened me to attend.
- (Initial \_\_\_) I certify that I am not an employee of any law enforcement or government agency, or that if I am, I am attending this event solely for my personal enjoyment and not as a part of any investigation or in any official capacity.
- (Initial \_\_\_) I certify that I am not an employee or independent contractor of any media or news gathering agency or that if I am, I am attending this event solely for my personal enjoyment and not as a part of any investigation or in any official capacity.
- (Initial \_\_\_) I certify that I have not been convicted for any felony involving sexual misconduct in any state or foreign country.
- (Initial \_\_\_) I certify that I have not been convicted for any felony involving assault or battery on another person in any state or foreign country.
- (Initial \_\_\_) I certify that I am \_\_\_ or am not \_\_\_ on a **Registered Sex Offender (RSO)** list for any state or country.
- (Initial \_\_\_) I agree that no illegal drugs or substances will be permitted at any AFA event. I will not bring any illegal drugs or substances onto The Academy premises for any reason.
- (Initial \_\_\_) I agree that all information about identities and activities of The Academy participants is to be held in strictest confidence by all participants, including but not limited to names, telephone numbers, addresses and all personal information.
- (Initial \_\_\_) I agree that all activities and discussions at The Academy events are to be agreed upon by all parties involved. I am aware that I am responsible for communicating my personal preferences and boundaries to others. I will not exceed my personal limits or those of another. I will stop all activities immediately if requested by another participant, an AFA Board Member or a Play Space Monitor.
- (Initial \_\_\_) I agree that at no time may participants use cameras or recording devices at any Academy event without explicit permission by an AFA Board member.
- (Initial \_\_\_) I agree that all activities at an AFA event must be performed in a safe and consensual fashion. All participants will strictly adhere to the judgment of the AFA Board and Play Space Monitors.
- (Initial \_\_\_) I agree that I will not solicit or accept a solicitation for sexual or non-sexual service for money or any other form of payment.
- (Initial \_\_\_) I agree that these activities are never allowed at AFA events: No Gun Play, No Scat Play, No Vomit Play, No Tumbling, No Wrestling
- (Initial \_\_\_) I agree that by signing this application I authorize whatever background checks are appropriate and necessary to be performed by The Academy staff.

Printed Legal Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_

*Please complete both sides*

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Membership Number \_\_\_\_\_

**WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

(Initial \_\_\_\_ ) **Waiver:** In consideration of permission to use, today and on all future dates until membership expiration date, the property, the facilities, and the services of The Academy, I, on behalf of myself, my heirs, personal representatives, or assigns, **do hereby release, waive, discharge, and covenant not to sue,** the Academy, its board members, employees, and play space monitors from liability **from any claim arising from ordinary negligence** of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illness arising from participation in any and all events 2) any and all claims from the damage to, loss of, or theft of property.

(Initial \_\_\_\_ ) **Indemnification:** I also agree to **hold harmless and indemnify** the Academy from all claims resulting from my negligence or intentional act and to reimburse them for any expenses incurred as a result of my involvement at the Academy. I further agree to pay all costs and attorney's fees incurred by the Academy in investigating and defending a claim or suit brought against the Academy for my negligence or intentional act.

(Initial \_\_\_\_ ) **Severability and Venue:** The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. If an action is brought, I agree to bring any action in the County of Cuyahoga located in the State of Ohio and agree that the laws of the State of Ohio shall apply.

(Initial \_\_\_\_ ) **Acknowledgment of Understanding:** I have read the **Waiver** and the **Rules**, I am of sound mind and body, I am legally able to consent, and I have provided my state issued identification or United States Passport to the Academy representative. **I understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, **and intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law in the State of Ohio.

(Initial \_\_\_\_ ) **Academy Investments Community Center Events:** For every event held at the Academy Investments Community Center, I agree to harmless and unconditionally indemnify Academy Investments Community Center against and for all liability, cost, expenses, claims and damages which Academy Investments Community Center may at any time suffer or sustain or become liable for by reason of accidents, damages, injuries or occurrences (1) to any persons or their property (2) to the person or property of both the Academy, or Academy Investments Community Center or any other party or entity, or (3) to the workmen, employees, guests, invitees or either party to this contract (or their property), in any manner arising from or in any manner relating to the events planned, including but not limited to any negligent act or omission of Academy Investments Community Center, its officers, agents, or employees and including but not limited to any willful or negligent acts or omissions of The Academy.

Printed Legal Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ASSUMPTION OF RISK AGREEMENT**

**Assumption of Inherent Risks:** BDSM is a physical activity that by its nature involves certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Academy has facilities for and provides for activities that involve BDSM activities such as, **but not limited to,** spanking, whipping, flogging, needle play, fire play, restraint, sensory deprivation, and verbal abuse. These activities involve certain inherent risks of injury. These activities involve speed, quick movements, and change of direction.

The specific risks vary from one activity to another, but in each activity, there is a risk of minor injury, serious injury, and/or death.

I have read the previous paragraphs and **I know the nature of the activities** at The Academy. I understand that I can be injured by these activities whether I am a participant or an observer. I understand that other participants may have skill sets greater or less than mine, therefore, I understand that this can alter the activity and its outcome. **I appreciate the types of injuries that are possible and hereby assert that my participation is voluntary and I knowingly assume all risks.**

**I have read this assumption of risk** and fully understand its terms. I acknowledge that I am signing this agreement freely and voluntarily and I intend my signature to **signify a complete assumption of the inherent risks of participating in and/or observing BDSM activities at The Academy** events to the greatest extent allowed by the laws of the State of Ohio.

I understand that should I violate any of the above agreements I may be asked to leave the event and/or the organization.  
I am my own guardian and legally capable of giving consent.

Printed Legal Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Academy Verification: \_\_\_\_\_ Date: \_\_\_\_\_ Version 01/01/2023

*Please complete both sides*

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