

WAIVER AND ASSUMPTION OF RISK AGREEMENT

I _____, have registered for and anticipate full participation in a kink or BDSM course ("**Course**"), and, in consideration of the services of KinkRx LLC, its agents, instructor(s), officers, representatives, directors, volunteers, participants, employees, staff and all other persons or entities acting in any capacity on its behalf (hereinafter, "**KinkRx LLC**"), hereby fully acknowledge, understand, agree to, release and hold harmless KinkRx LLC, on behalf of myself, acting agents representing both real or personal property, heirs, next of kin, assigns, personal representative and estate and acknowledge each article as follows:

1. **Inherently Dangerous:** I acknowledge the risks and dangers that exist in my use of any and all kink or BDSM techniques and/or equipment and my participation in such and assume the risk(s) which could result in physical and/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 Course. The risks include, but are not limited to: the undersigned or third-parties suffering falling injuries, nerve injuries, head injuries, bone fractures, burns, bruises, rope burn, and other serious and minor injuries. I also acknowledge that I can expect to receive bruises and slight injuries as a result of participating in these activities of necessity and that I may endure periods of discomfort and pain. Furthermore, I understand that the instructors have a difficult job to perform. The instructors seek safety, but are not infallible. The instructors may be unaware of a participant's fitness or abilities, including my own. The instructors may give inadequate warnings or instructions, and the equipment used might malfunction. **(Initial Here)** _____.

2. **Waiver/Assumption of Risk:** I expressly agree and accept all the risks involved in engaging in kink or BDSM activities. Participation in this Course is purely voluntary, and I elect to participate in spite of the risks. I agree to indemnify and hold harmless KinkRx LLC against any loss or expense, including attorney's fees, by reason of any liability imposed upon KinkRx LLC by the laws of the State of Washington. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless KinkRx LLC from any and all claims, demands, or causes of action which are in any way connected to: (i) my participation in this Course or my participation in kink or BDSM activities (including use of any kink or BDSM techniques taught as part of the Course), including any such claims that allege negligent acts or omissions of KinkRx LLC or (ii) any breach of any warranty or agreement made herein by me. **(Initial Here)** _____.

3. **Safety:** I agree to be personally responsible for my own safety. I agree to follow all instructions given by KinkRx LLC immediately, except if I should have any reservations about any of the instructions I shall, while maintaining safety for myself and others, immediately notify KinkRx LLC of such. I may choose NOT to participate in any activity in this course of instruction that I deem unsafe. I shall immediately notify KinkRx LLC of any injury that I receive, or that I observe to any other participant. I additionally acknowledge that KinkRx LLC may, at any time, make a judgment call regarding my participation including, but not limited to, a lack of safety or disorderly conduct and, should I fail to correct my actions after being warned, KinkRx LLC may use its own discretion and determine whether or not I may continue with the Course. If my participation is terminated, I agree to leave the Course/facility immediately, that all materials presented to me on that day or any related materials/equipment to the Course are the property of KinkRx LLC and will be immediately returned, and I will not be entitled to any refund of monies paid. **(Initial Here)** _____.

4. **Limitations of Personal Ability:** I agree that at anytime if I am not capable, whether physically/mentally challenged in completing the required demands and/or functions of the Course, I will immediately advise KinkRx LLC. I agree to perform the techniques taught at no greater level that I am comfortable with and/or competent at. I shall perform only those techniques taught by KinkRx LLC, and shall not improvise additional techniques on my own during the Course. I agree that KinkRx LLC has no responsibility to accommodate me or change the instruction of the Course. I acknowledge that I have read and understand all requirements of this particular Course prior hereto. **(Initial Here)** _____.

5. **Miscellaneous:** I expressly agree that the foregoing Waiver and Assumption of Risk is intended to be as broad as is permitted by the laws of the State of Washington. I further agree that if any provisions of this agreement are held to be invalid, nevertheless, the balance of the agreement shall continue in full force and effect. I hereby represent and warrant that I am at least 18 years of age, and have the full, complete, and unrestricted right and authority to enter into this Waiver and Assumption of Risk and to grant to KinkRx LLC the rights granted herein. This document contains the full and complete understanding between the parties and cannot be modified except by an agreement in writing signed by each party hereto. This Waiver and Assumption of Risk is and shall be binding on all of my successors-in-interest and heirs. This Waiver and Assumption of Risk shall be governed by the laws of the State of Washington, and the parties hereto agree to submit to jurisdiction in the State of Washington. **(Initial Here)** _____.

WHEREFORE, I have had sufficient opportunity to read this entire document and fully understand its terms. I acknowledge that I am signing this 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.

Signature

Address

Print legal name /date

Phone number and email address