

Enclave Membership Application

Mon, 09/25/06

THIS IS FOR INFORMATIONAL PURPOSES ONLY

THE ACTUAL APPLICATION MUST BE OBTAINED IN PERSON AT THE CLUB The Enclave is an educational organization and social club created and managed by Enclave West, Inc., a Colorado non-profit corporation. Membership in The Enclave does not make the person a member or shareholder of the corporation Enclave West, Inc., nor does it entitle the person to participate in management decisions regarding the The Enclave. Membership entitles the person to participate in the educational and social activities of the The Enclave By applying for and accepting membership in The Enclave, I agree to the following terms of membership:

1. I understand that "The Enclave" is a private membership club whose purpose is to provide an educational and social forum for people interested in "alternative lifestyles." This includes the BDSM community, sadomasochism, body modification, fetishes, power exchanges between consenting adults, consensual dominance and submission, homosexuality, lesbianism, bisexuality, leather and uniform enthusiasts, transvestites, transgendered persons, and any other life choice that is considered a sexual minority and may experience prejudice or other negative reactions from society at large.

2. I understand that I may be exposed to discussions, educational presentations, and practices related to these life choices, and I affirm that I do not find such discussions, presentations, or practices to be offensive or objectionable.

3. I agree that my attendance at any event or activity of "The Enclave" shall be solely as a member of the organization and not as a member of the public.

4. I understand that membership in "The Enclave" is open only to persons over the age of twenty-one, and I certify that I am at least twenty-one years old.

(a) I further certify that my name, as shown on my driver's license or other state-issued photographic ID card, is my true and correct legal name and not an alias.

(b) I understand that entry into any event or activity of "The Enclave" requires a valid membership card issued by "The Enclave," plus a valid driver's license or state-issued photographic ID card.

5. I agree not to bring or consume any alcoholic beverage or illicit drug at any event or activity of "The Enclave", and I acknowledge that violation of this condition shall result in immediate suspension or revocation of my membership in "The Enclave".

6. I understand that solicitation, negotiation, or consent to any form of payment for sex or sexual gratification is illegal. I agree not to engage in such conduct at any event or activity of "The Enclave", and I acknowledge that violation of this condition shall result in immediate suspension or revocation of my membership in "The Enclave".

7. I agree not to bring firearms into any event or activity of "The Enclave", even if I have a license or permit to carry concealed or unconcealed firearms, and I acknowledge that violation of this condition shall result in immediate suspension or revocation of my membership in "The Enclave".

8. I agree not to bring a camera, cellular phone, video recording or transmitting device, or audio recording or transmitting device, or any device capable of recording or transmitting sounds or images, into any event or activity of "The Enclave", without the express written permission of the president or secretary of Enclave West, Inc. or their authorized designee. I acknowledge that a violation of this condition shall result in immediate confiscation of the equipment and destruction of its film, media, or recording data (and I hereby give my permission to confiscate the equipment and to destroy the film, media, or recording data in such circumstances); and immediate suspension or revocation of my membership in "The Enclave".

(a) I understand that cellular phones are not allowed at any event or activity of "The Enclave" without prior permission and that permission normally will be granted only to persons who need an active cellular phone for emergencies

(b) I acknowledge that this condition of membership is to protect the privacy of each member and guest of "The Enclave." I agree that if I violate this condition:

(1) any member or guest whose image is filmed or whose voice is recorded by me shall be entitled to maintain a lawsuit against me for invasion of privacy;

(2) for purposes of the lawsuit, I waive any defense that the invasion of privacy was unintentional or that the invasion was of a kind that would not be very offensive to a reasonable person; and

(3) due to the difficulty of determining damages, each member or guest whose privacy has been so invaded shall be entitled to recover \$5,000, as liquidated damages, for each image of him or her and each recording of his or her voice made in violation of this condition.

9. I understand that membership in "The Enclave" is not open to persons who have been convicted of sexual assault, sexual crime against a child, stalking, a crime of violence against a person, or any form of hate crime, and I certify that I have no such convictions.

10. THE ENCLAVE IS CURRENTLY LICENSED AS A SEXUALLY ORIENTED BUSINESS. NUDITY AND FLOGGING ARE ALLOWED. I understand that unless "The Enclave" or Enclave West, Inc. were to become licensed as a sexually oriented business, I cannot expose "specified anatomical areas" of my body or engage in "specified sexual activities" while on the premises of "The Enclave". Pursuant to section 9-452 of the Code of Ordinances of the City of Commerce City, the following definitions apply:

(a) "Specified anatomical areas" means (1) less than completely and opaquely covered human genitals, pubic region, buttocks, and female breasts below a point above the top of the areola; or (2) human male genitals in a discernibly turgid state including such genitals completely and opaquely covered.

(b) "Specified sexual activities" means acts, simulated acts, exhibitions, representations, depictions, or descriptions of (1) human genitals in a state of sexual stimulation or arousal; (2) fondling or other erotic touching of human genitals, pubic region, buttocks, or female breast; (3) intrusion, however slight, of any object, into any part of an animal's body, or any part of a person's body into the genital or anal openings of any person's body or into the body of an animal; (4) cunnilingus, fellatio, anilingus, masturbation, bestiality, lewd exhibition of the genitals or excretory functions; or (5) flagellation, mutilation, or torture for purposes of sexual arousal, gratification, or abuse.

11. I certify that if I am affiliated with law enforcement or any government agency, my membership and participation in "The Enclave" is outside my official capacity and solely for my own personal interest and enjoyment.

12. I have an expectation of privacy regarding my membership in "The Enclave" and I understand that Enclave West, Inc. and "The Enclave" will take reasonable steps to prevent disclosure of the membership list of "The Enclave" using the protections contemplated by the decisions of the Supreme Court of the United States regarding freedom of association and associational privacy. I further understand that I may use an alias or "scene name" when participating in events or activities of "The Enclave", provided that my true name is documented on this membership application.

13. I agree that members and guests of "The Enclave" are entitled to privacy as to their affiliation with and participation in "The Enclave", and I affirm that I will not communicate personal information about other members, guests, their activities, or their lifestyle choices with any government agency, law enforcement official, or media representative without the express consent of the other member or guest. I agree that any member who is harmed in his or her employment, reputation, or parental rights by my disclosure of information in violation of this condition shall be entitled to recover damages from me as a third-party beneficiary of this paragraph. The damages in such circumstances shall not be liquidated, but shall be in accordance with the evidence presented at trial or arbitration.

14. I understand that paragraph 13 of this membership application, if I am accepted to membership in "The Enclave" shall

become a binding contract for the benefit of myself and the other members and guests of "The Enclave" and that all of the members and guests of "The Enclave", including me, are third-party beneficiaries of paragraph 13.

15. I understand that conduct detrimental to maintaining a safe, clean, and cordial social environment (as determined by Enclave West, Inc.) may result in remedial action, which may include suspension or revocation of my membership. Detrimental conduct may include poor hygiene, inappropriate attire, predatory behavior, acrimonious or malicious behavior, or violation of any of the above terms of membership.

16. I understand that "The Enclave" or Enclave West, Inc. may take remedial action affecting my membership, which may include suspension or revocation, if I engage in a substantial violation of consensual sexuality, whether or not the conduct occurs on the premises of "The Enclave". I further understand that my refusal to participate in the investigation of an accusation of such a violation against me may result in the accusation being deemed true.

17. A representative of "The Enclave" has explained the membership process and the guest policies of the organization to me, including the requirement that I have a sponsor, the initial 6 visit requirement during which my membership (if my application is accepted) is a provisional membership that may be revoked with or without cause, and the restrictions on bringing guests to events and activities of "The Enclave". I understand that these rules and other rules of "The Enclave" may be changed by Enclave West, Inc. in its sole discretion and that if I am dissatisfied with such changes, I may turn in my membership card and receive a refund of the unused, prorated portion of my annual membership dues.

18. I assume the risk of physical, mental, and emotional injury incident to my participation at events and activities of "The Enclave" and I hereby waive any claim of liability that might arise against Enclave West, Inc., "The Enclave", or their officers, directors, employees, volunteers, members, or guests (other than claims based on reckless or intentional infliction of such an injury) as a result of my participation or from my use of information or techniques learned at such events and activities.