

PLAYERSATX

Date Stamp Here

Membership Agreement

Please READ the following statements CAREFULLY and initial where indicated.

By applying for membership in PLAYERSATX, you hereby acknowledge and agree to the following terms and conditions:

- Initials HIM Initials HER
1. **PLAYERSATX** is a BYOB (Bring Your Own Bottle) facility and being a BYOB facility we do not provide and will not sell ANY alcohol product to anyone, under any circumstances.

Initials HIM Initials HER

 2. **PLAYERSATX** is a Lifestyle Club and being a Lifestyle Club, you MAY be subjected to nudity and adult sexual interaction in a private setting. You hereby agree that *this DOES NOT OFFEND you in any way.*

Initials HIM Initials HER

 3. **PLAYERSATX** has a "Zero-Tolerance" policy as it pertains to illegal/illicit drugs. If you are caught selling, buying, distributing, using or asking for illegal/illicit drugs at any **PLAYERSATX** event, you will forfeit any fees and/or membership dues you may have paid as well as being permanently banned from the club and you may be reported to local law enforcement.

PLAYERSATX is a private association created to further the free practice of an alternative lifestyle of like-minded individuals. We meet in a private BYOB member's only social club **PLAYERSATX** is open to couples (a committed male/female couple) and single females over the age of 21. Single men are allowed in the club as space is available. This is based on the event. There is a dress code in effect. For men, dress slacks or nice jeans (no tears/excessive wear) and dress shirts. Ladies are expected to dress up as well but may wear clothing as revealing as they are comfortable with. The management reserves the right to determine, in its sole judgment what is and isn't acceptable dress. We ask that you behave responsibly with your alcoholic consumption. If not, we reserve the right to ask you to leave the club. There is a zero tolerance with illegal drugs. If you are seen using or possessing any illegal drugs in or around the club you will be asked to leave, forfeit your membership and you may be reported to local law enforcement. No cameras, camera phones or recording devices of any kind are allowed to be used within the premises of any club function without the consent of **PLAYERSATX**. Any violation of this rule may result in the seizure of the equipment and criminal trespass charges may be filed against the offender(s). Membership in **PLAYERSATX** does not guarantee you the right to enter the club whenever you wish. At certain times the occupancy level may be reached which prevents the admission of additional members. In addition, we may hold functions for private groups and prevent your use of the facilities therein. **PLAYERSATX** reserves the right to refuse entrance to the club and/or deny and/or cancel membership for any member at any time for any reason that **PLAYERSATX** sees fit without a refund of fees.

1. **Representation of Good Faith.** We represent that we approach **PLAYERSATX** and its affiliated groups, members and attendees ("the beneficiaries") in a sincere desire to experience and possibly participate in the lifestyle of its members, intending no harm, interference or disruption to the organization or to the lives of any who adhere to its precepts. In consideration of being permitted to attend an event sponsored by **PLAYERSATX**, we agree as follows.
2. **Protection of Privacy.** We recognize that the philosophy of **PLAYERSATX** is controversial to some, and that activities conducted in pursuance of it are also, and we will respect the privacy of the beneficiaries, including but not limited to the following: (a) we will not divulge the identity of anyone as a member of **PLAYERSATX** to anyone outside of **PLAYERSATX** without their permission; (b) we will not discuss or disclose any of our experiences in **PLAYERSATX** with anyone outside **PLAYERSATX**, without the permission of **PLAYERSATX**, except that we may discuss our experiences in a way which does not permit the beneficiaries to be identified; (c) we will not disclose the location of any place where we have attended any activities of **PLAYERSATX** without the consent of **PLAYERSATX**. We are not offended by nudity or sexual interaction in our presence in private settings.

3. **Provision as to police officers and other agents.** PLAYERSATX understands that police have a duty to enforce laws and investigate suspected violations of them, but that the U.S. Constitution and the laws of the State of Texas limit the rights of officers to do certain things without consent. We warrant that, if we are police officers or government agents of any kind, we are present at any PLAYERSATX event only in our private, individual capacities. We warrant that, if the foregoing statement should prove to be false, we are investigating any of the beneficiaries without disclosing our official capacity or purpose, and that our presence on any PLAYERSATX premises, or those of its affiliates or members, is an entry into private premises without consent, in violation of the 4th Amendment to the U.S. Constitution; we further warrant that we are here at the direction of our employers and are acting within the scope of our employment. (a) We stipulate that an appropriate amount of liquidated damages for the illegal taking of evidence which results in legal process, civil or criminal, against any of the beneficiaries is five dollars times the number of residents in the county in which the violation occurred, which reflects a reasonable estimate of probable compensatory damages for loss of privacy, including humiliation, emotional distress, necessity to pay legal fees, loss of employment or advancement, and other injuries, the amount of which is uncertain. This amount shall be awarded to each beneficiary against whom civil or criminal process is brought, including execution of a search warrant. (b) If no process is executed but evidence is gathered, the amount shall be two and one half dollars times the number of county residents, awardable to each beneficiary named or described by the evidence; we acknowledge that PLAYERSATX and all beneficiaries are affected to some degree by a violation of this subparagraph, consisting of a loss of privacy and a fear that unwarranted charges will someday be brought. A final award under this subparagraph shall not prevent a subsequent proceeding if charges are thereafter filed against a beneficiary, but the first award shall be an offset against the later award.
4. **Provision as to members of the press/media.** We represent that, if we are members of the press (including television or radio); we are present at PLAYERSATX event only in our private, individual capacities. We warrant that, if the foregoing statement proves to be false, we are here at the direction of our employers and are acting within the scope of our employment; that we are violating the rights of the beneficiaries to privacy, under common law and the laws of the State of Texas; and that an appropriate amount of liquidated damages for any published report made which portrays or describes the activities of any beneficiary is ten dollars times the number of readers or viewers of any medium which publishes the report, which reflects a reasonable estimate of probable compensatory damages of loss of privacy, including humiliation, emotional distress, necessity to pay legal fees, loss of employment or advancement, and other injuries, the amount of which is uncertain. This amount shall be awarded to each beneficiary named in the report or described in such a way as to permit identification of the beneficiary by application of the description to publicly available information.
5. **Indemnity: Applies to All.** We agree to indemnify and hold harmless the beneficiaries for any harm resulting from our violation of this agreement. If we knowingly give information to a journalist or law enforcement officer, we are liable (a) under the terms of paragraphs 3 or 4, and the beneficiaries may elect liquidated damages under either of those paragraphs which applies, or (b) the indemnification provision of this paragraph in order to establish the amount of awardable damages. The measure of damages for purposes of indemnification shall be same as in an action sounding in tort for invasion of privacy, plus any lost wages resulting from loss of employment due to a violation of this agreement. The beneficiaries are entitled to reasonable attorney fees, both for the enforcement of this agreement and for the prosecution or defense by the beneficiaries of any other legal action initiated as a consequence of our breaching this agreement. The pursuit of any other remedy, including tort, is permitted in addition to the above provisions.
6. **Notice for Compelled or Requested Testimony.** We agree to notify PLAYERSATX immediately upon receiving information that either of us will be required or requested to give evidence to any public official or court in any matter relating to PLAYERSATX. We agree to assert all available privileges, including this agreement, and not to give such evidence unless compelled by a court. (Remember, you can politely say NO to a police officer requesting a statement. It's your right.)
7. **Arbitration.** In the event of a dispute under this agreement, it shall be enforced by binding arbitration. The arbitration shall take place in Austin, Texas, under Texas law, and under the International Rules of the American Arbitration Association unless the parties agree on different rules.
8. **Rights among Beneficiaries.** PLAYERSATX is an indispensable party to any proceeding to redress a violation of this agreement. Because the interests of PLAYERSATX are invariably involved in any such violation, and because

PLAYERSATX assists in the bringing of such proceedings, PLAYERSATX shall be entitled to 25% of the monetary award of any other beneficiary in any such proceeding.

9. **Duration and Limitations.** This agreement shall continue in force and apply to all attended events and communications between beneficiaries. The period of limitations for any violation of this agreement, including representations and warranties, shall not commence as to a beneficiary until that beneficiary receives actual knowledge of the violation, and shall not be less than four years wherever an action under this agreement is brought.

X _____
Printed Name – **HIS**

X _____
Printed Name – **HERS**

X _____
Drivers License Number – **HIS**

X _____
Driver's License Number – **HERS**

X _____
Date of Birth – **HIS**

X _____
Date of Birth – **HERS**

X _____
Mailing Address

X _____
City, State, Zip

() _____
Telephone

X _____
His E-mail address for newsletter Please Print

X _____
Her E-mail address for newsletter Please Print

(This section to be filled out by Player's Staff)

Couple Annual Renewal

Single Female Single Male

X _____
Membership Number

Temp Guest _____
(Member number and names)

Austin San Antonio

BY SIGNING BELOW, you do hereby agree to ALL membership rules and requirements and upon final receipt of payment for membership fees, you understand that ALL fees paid are **NONREFUNDABLE** under ALL circumstances.

X _____
Signature – HIS

X _____
Signature – HERS

Dated this _____ Day of _____, Year 20____.

Player's Club Representative - Witness

Please let us know how you learned about PLAYERSATX so that we can continue to develop the proper marketing and promotional relationships
