

Membership General Terms and Conditions

1. Applicability

- (a) These terms and conditions (“**Terms**”) govern the relationship between **LWP, LLC**, a Pennsylvania limited liability company d/b/a Lady's Wicked Playground (“**LWP**”) to the undersigned party (“**Customer**”).
- (b) The accompanying Release and Waiver Agreement between Customer and LWP; the License Agreement between Customer and LWP (if applicable) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between these Terms and the License Agreement, the terms of the License Agreement shall control.

2. Customer's Obligations. The Customer shall abide by the following rules and regulations:

- (a) The Customer shall not engage in any illegal activity of any kind;
- (b) The Customer shall pay in full all fees when due to LWP in accordance with the relevant Agreement documents;
- (c) Prior to the start of any service or license, the Customer shall execute a Release and Waiver Agreement, and any additional documentation reasonably required by LWP;
- (d) Prior to the start of any sessions, the Customer and LWP shall thoroughly discuss the use of any “safe words”. Monitors will be on premises to ensure customer safety.
- (e) The Customer shall be fully responsible for any lost, damaged or stolen property (including any property of LWP). The Customer shall pay the full repair and/ or replacement cost of any property damage or loss resulting from the Customer's use of the premises or receipt of service from LWP;
- (f) The use of drugs and drug related items is strictly prohibited at all times. The Customer shall not use, or be under the influence of any non-prescription drugs or other substances while on LWP's premises.

3. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, LWP MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ITS SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR © WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

4. Limitation of Liability.

- (a) IN NO EVENT SHALL LWP BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (b) IN NO EVENT SHALL LWP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO LWP FOR THE SERVICES IN QUESTIONS.

5. Termination. In addition to any remedies that may be provided under this Agreement, LWP may terminate this Agreement with immediate effect upon written notice to the Customer, if the Customer;

- (a) fails to pay any amount when due under this Agreement;
- (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
- (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

8. Waiver. No waiver by LWP of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by LWP. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise or any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy power or privilege.

9. Force Majeure. LWP shall not be liable or responsible to the Customer, nor be deemed to have defaulted or breached this Agreement, for any failures or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of LWP (e.g. acts of God, etc).

10. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

11. Governing Law and Forum. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without reference to its choice of law provisions. Any disputes relating to the Agreement shall be brought in the state or federal courts of the Commonwealth of Pennsylvania that are located in Lehigh County, Pennsylvania.

12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. Amendment and Modification. These Terms may be amended or modified by LWP from time to time, at its sole discretion.

IN WITNESS, WHEREOF, THE UNDERSIGNED HEREBY AGREES TO ABIDE AND BE BOUND BY THESE TERMS AND CONDITIONS.

(Signature Page follows at the end of this document)

Release and Waiver Agreement

I/ we in exchange for being allowed to participate in the entertainment and role playing activities (the "Activities") offered by LWP, LLC, a Pennsylvania limited liability company (the "**Company**"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby acknowledge, agree and represent as follows.

1. Acknowledgement of Risk. I/ we understand and acknowledge that participation in the Activities is inherently dangerous, involving substantial risk of injury and / or property damage. This risk of injury includes, but is not limited to: bruises, cuts, scrapes, abrasions, burns, broken bones, asphyxiation, muscle pain, heart attack, stroke, emotional distress and other serious physical and emotional injuries.

2. Assumption of Risk. I/WE KNOWINGLY AND FREELY ASSUME ALL RISK OF INJURY AND / OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITIES, BOTH KNOWN AND UNKNOWN. EVEN IF ARISING FROM THE NEGLIGENCE OF THE COMPANY OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE ACTIVITIES.

3. Compliance. I/we have reviewed a copy of the company's rules (Hereafter known as the "House Rules") and regulations and agree to abide by them and any future amendments which are provided to me.

4. Physical Condition. I/we am at least 18 years of age (21 if consuming alcohol), in good physical condition and do not suffer from any known disability or condition which would prevent or limit my participation in the Activities. I/ we understand that an examination by a physician should be obtained prior to participating in the Activities. If I/we have chosen not to obtain a physician's consent prior to participating in the Activities, I/we acknowledge that I/we am doing so at my/ our own risk. If I/we have any questions or concerns about whether a particular activity is appropriate to my/our current health status, I/we understand it is my responsibility to ask a doctor before I/we participate.

5. Insurance. I/we have adequate insurance (including, without limitation, health insurance) necessary to provide for and pay any and all medical costs or other losses that may directly or indirectly result from my/our participation in the Activities.

6. No Warranties. I/we have neither requested nor received any express representations or warranties as to my participation in the Activities, and the Company has not made and does not make any actual or implied representations or warranties regarding the Activities.

7. Waiver and Release. I/we HEREBY RELEASE AND HOLD HARMLESS THE COMPANY AND ITS MEMBERS, AGENTS, AND / OR EMPLOYEES, AND IF APPLICABLE, THE OWNERS AND LANDLORDS OF THE PREMISES USED TO CONDUCT THE ACTIVITIES (COLLECTIVELY, THE "**RELEASES**"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY ARISING OUT OF OR IN ANY WAY RESULTING FROM MY PARTICIPATION IN THE ACTIVITIES (WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE) TO THE FULLEST EXTENT PERMITTED BY LAW.

8. Indemnification. I/we agree to defend, indemnify and hold harmless the Releasees against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest awards, penalties, fines, costs or expenses of whatever kind, including attorneys' fees, arising out of or in any way resulting from (directly or indirectly) my participation in the Activities.

9. Successors and Assigns. This Release and Waiver shall also bind my/our heirs, executors, administrators, distributees, guardians and next of kin.

10. Governing Law. This Release and Waiver shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of law principals.

11. Severability. If any term or provision of this Release and Waiver is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws, then it is the express intention of the parties that the remainder of this Release and Waiver, or the application or such terms, clauses or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Release and Waiver, and the application thereof, shall be legal, valid and enforceable to the fullest extent permitted by law.

12. Entire Agreement. This Release and Waiver constitutes the entire agreement of the parties with respect to the subject matter of this Release and Waiver and supersedes all prior agreements, understandings, negotiations, statements, promises and discussions, oral and written. I/we understand and acknowledge that my/our execution of this Release and Waiver is a material inducement to the Company allowing me/us to participate in the Activities.

13. Emergency Contact. In the event the undersigned becomes injured while on the premises, aside from calling 911, has indicated below if there is an emergency contact to be notified.

14. Effect of Termination. The provisions of this Release and Waiver will continue in full force and effect event after the termination of my participation in the Activities.

I/WE HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS RELEASE AND WAIVER, AND THAT I/WE MAY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I/WE AGREE TO ABIDE BY AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS RELEASE AND WAIVER. I/WE HAVE HAD AN OPPORTUNITY TO CONSULT COUNSEL REGARDING THIS RELEASE AND WAIVER.

(Signature Page follows at the end of this document)

House Rules

- Be discreet. Respect privacy. Practice discretion. If the full curtain is closed to not enter the room. If the half curtain is closed you may watch quietly from the doorway. If the doorway is open you may join if invited.
- “No” means No!
- All play must be Safe, Sane and Consensual. Be “Risk Aware”.
- If it doesn't belong to you, please ask before you touch. This includes toys or a person.
- If you don't know, please ask.
- Do not interrupt, walk through or stand too close to a scene or aftercare.
- No cell phone use in areas where scenes are occurring. Go to the hall, foyer or outside.
- Use of cameras is prohibited unless requested or approved by the scene participants.
- Drunkenness and scening is not a good mix. Please avoid overindulgence.
- No fire-play except on the main stage.
- Be mindful of the time, there is a 20 minute limit when others are waiting to play.
- Clean up after your scene. Wipe down the play equipment after using it. There are cleaning supplies and a trash basket in each room. Change the sheets after you use them.
- BDSM play can be intense. If you are concerned about what you see or hear, quietly ask one of the staff before interfering; however, if you hear a safe-word used but the top does not stop, report it to a member of the staff immediately.
- If you have a problem or a suggestion talk with a staff member about it.

Violation of the house rules may result in you being asked to leave.

(Signature Page Follows)

Signature Page

I/We, the undersigned, have reviewed all pages prior to this and agree to all terms and conditions as an extension of previously signed Release and Waiver.

Customer:

Name (signed) _____ Name (signed) _____

Name (printed) _____ Name (printed) _____

Email address: _____

Date: _____

Emergency Contact (optional)

Name (print): _____

Telephone Number: _____

Type of Membership:

Day

Pink (Basic):

Black (Enhanced):

Gold (Life):

Note: 5% fee will be added for credit card transactions.