

Temple of Flesh

Membership Agreement

Please READ the following questions CAREFULLY and initial where required.

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

1. _____ Initials: Temple of Flesh's TEMPLE night 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.
2. _____ Initials: Temple of Flesh is a Fetish/BDSM Club and being a Fetish/BDSM 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.
3. _____ Initials: Temple of Flesh 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 Temple of Flesh event, you will forfeit any fees and/or membership dues you may have paid as well as being permanently banned from events and you will be reported to local law enforcement.
4. _____ Initials: Temple of Flesh has a **"Zero-Tolerance"** policy as it pertains to alcohol consumed by ANY one under the age of 21. If you are under 21 and caught consuming alcohol, or you are caught giving alcohol to any one under the age of 21, you will forfeit any fees and/or membership dues you may have paid as well as being permanently banned from events and you will be reported to local law enforcement.

Temple of Flesh is a private association created to further the free practice of an alternative lifestyle of like minded people. We meet in a private BYOB members only social club. Temple of Flesh is open to any legal adult over the age of 18. We ask that you behave responsibly with your alcoholic consumption. We reserve the right to ask you to leave the club. There is also a zero tolerance with illegal drugs or consumption of alcohol by members under the legal age of 21. 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. If you are under 21 and seen consuming alcohol or if you are seen giving alcohol to people under the age of 21, you will be asked to leave, forfeit your membership and you may be reported to local law enforcement. No cameras, camera phones or recording device of any kind are allowed within the premises of any private Temple of Flesh function without the consent of Temple of Flesh. 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 Temple of Flesh does not guarantee you the right to enter TEMPLE whenever you wish. At certain times the occupancy level may be reached which prevents the admission of any more members. Temple of Flesh reserves the right to refuse entrance to TEMPLE and/or deny and/or cancel membership for any member at any time for any reason that Temple of Flesh sees fit without a refund of fees.

Printed Name

Drivers License Number

Date of Birth

Mailing Address

Annual/Renewal

City, State, Zip

Temp

(_____)_____
Telephone

E-mail address for newsletter

Membership Number (login ID)
(your password will be E-mailed to you)

1. **Representation of Good Faith.** We represent that we approach Temple of Flesh 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 Temple of Flesh, we agree as follows.

2. **Protection of privacy.** We recognize that the philosophy of Temple of Flesh 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 Temple of Flesh to anyone outside of Temple of Flesh without their permission; (b) we will not discuss or disclose any of our experiences at Temple of Flesh with anyone outside Temple of Flesh, without the permission of Temple of Flesh, 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 Temple of Flesh without the consent of Temple of Flesh. We are not offended by nudity or sexual interaction or BDSM activities in our presence in private settings.

3. **Provision as to police officers and other agents.** Temple of Flesh understands that police have a duty to enforce laws and to 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 Temple of Flesh 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 Temple of Flesh 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 Temple of Flesh 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.** We represent that, if we are members of the press (including television or radio), we are present at any Temple of Flesh 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 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 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 the 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's 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 of compelled or requested testimony.** We agree to notify Temple of Flesh 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 Temple of Flesh. 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 San Antonio, 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.** Temple of Flesh is an indispensable party to any proceeding to redress a violation of this agreement. Because the interests of Temple of Flesh are invariably involved in any such violation, and because Temple of Flesh assists in the bringing of such proceedings, Temple of Flesh 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.

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

Dated this _____ DAY of _____, YEAR 200_____

X _____,
Signature

X _____
Temple of Flesh Representative – **Witness**