

# Missouri Lifestyles Club (MLC)

## Membership Agreement

Please **READ** the following questions **CAREFULLY**.

By applying to become an MLC attendee, you hereby acknowledge and agree to the following terms and conditions: Missouri Lifestyles Club (herein referred to as MLC) is a private association created to further the free practice of an alternative lifestyle of like-minded individuals. The management reserves the right to determine, in its sole judgment, what is and what is not acceptable dress. We ask that you behave responsibly with any alcohol consumption. If not, we reserve the right to ask you to leave the club. No cameras, camera phones or recording devices of any kind are allowed within the premises of any club function without the consent of the owners of MLC. 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 MLC does not guarantee you the right to enter the club/event whenever you wish. At certain times, the occupancy level may be reached which prevents the admission of any more members. MLC reserves the right to refuse entrance to the club/event and/or deny and/or cancel membership for any member at any time for any reason that MLC sees fit without a refund or fees.

MLC is held within a public Resort, with this being said grounds for lifetime banning will include

1. Nudity outside of the ballroom. This includes pool areas, hallways and resort grounds in public settings.
2. Disrespecting Resort staff as well as regards to MLC owners and staff. This is the sole discretion of owners of MLC.

Final determination done by owners of MLC. Owners being Shirley (Benzy) and Daniel (DJ) Hooker.

**Representation of Good Faith.** We represent what we approach MLC and its affiliate 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 MLC, we agree as follows.

1. **Protection of Privacy.** We recognize that the philosophy of MLC is controversial to some, and that the activities conducted in pursuance of it are also, and we 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 MLC to anyone outside MLC without their permission: (b) we will not discuss or disclose any of our experiences in MLC with anyone outside MLC without the permission of MLC 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 MLC without the consent of MLC.
2. **Provisions as to Police Officers and Other Agents.** MLC understands that police have a duty to enforce laws and to investigate suspected violations of them, but that the U.S. Constitution and laws of the State of Missouri 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 MLC events only in our private, individual capacities. We warrant that, if the forgoing 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 MLC premises, or those of its affiliates or members, is an entry into private premises without consent, in violation of the 4<sup>th</sup> Amendment to the U.S. Constitution; (a) We stipulate that an appropriate amount of liquidated damages for the illegal taking of evidence is five dollars times the number of residents in to 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 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, awarded to each beneficiary named or described by the evidence, we acknowledge that MLC and all beneficiaries are affected to some degree by a violation of this subparagraph, consisting of a loss of privacy and a fear that unwanted 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.
3. **Indemnity: Applies to all.** We agree to indemnify and hold harmless the beneficiaries for any harm 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 and 4 and the beneficiaries may elect liquidation 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 attorneys' 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.

4. **Notice of Compelled or Requested Testimony.** We agree to notify MLC 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 MLC. 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.)
5. **Arbitration.** In the event of a dispute under this Agreement, it shall be enforced by binding arbitration. The arbitration shall take place in Osage Beach, Missouri, under Missouri law, and under the International Rules of the American Arbitration, unless all parties agree on different rules.
6. **Rights Among Beneficiaries.** MLC is an indispensable party to any proceeding to redress a violation of this Agreement. Because the interests of MLC are invariable involved in any such violation, and because MLC assists in the bringing of such proceedings, MLC shall be entitled to %25 of the monetary award of any other beneficiary in any such proceeding.
7. **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 representation and warranties, shall not commence as to a beneficiary until that beneficiary receives knowledge of 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 and requirements and upon final receipt of paying for membership fees, you understand that all fees paid are NONREFUNDABLE under ALL circumstances. By signing below you also attest to being over the age of 21.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Her Name-\_\_\_\_\_ His Name-\_\_\_\_\_ (PRINTED)

Website Profile Name-\_\_\_\_\_ Website as Primary- (circle) C4P CS SLS

Other Website Profile Name-\_\_\_\_\_ Website - (circle) C4P CS SLS

Other Website Profile Name-\_\_\_\_\_ Website - (circle) C4P CS SLS

\*Email address for contact only. No spam etc to be sent.\* EMAIL-\_\_\_\_\_

X\_\_\_\_\_ X\_\_\_\_\_  
Signature – HERS Signature-HIS