

Date:

Office use only →

LENGTH: MONTHLY / YEARLY

TYPE: STANDARD – VIP – GOLD VIP – PLATINUM VIP

CLUB3X Membership Application

Note: Real names & valid IDs are required

Online Member Number	
Full Name #1	
Date of Birth #1	
Full Name #2	
Date of Birth #2	
Membership Type	Couple / Single
Phone	
Email Address	
Address	
City	
Zip code	
State (If other than Florida)	
How did you hear about us?	
What are you looking for at the club? What are you into?	
Do you have any special skills or talents that would benefit the club?	
Would you be interested in helping at the club in any way?	

By completing and submitting this form, you hereby seek membership in CLUB3X. We (I) agree that we are seeking membership for personal reasons only. If membership is granted, we (I) agree to the following: To protect the privacy of all club members and the club as a whole. To act responsibly and with respect when communicating and interacting with other club members as membership in any group implies a common purpose and goal that all members support.

We (I) further agree to pay CLUB3X the sum of \$10,000,000.00 for the right to provide information about the club, club members, club operators and/or the club's hotels and/or night clubs to any media organization or religious organization and/or to any individual representative of such groups.

CLUB3X & (www.club3x.org) is a private club open to members only. Membership is available to adults, 21 years or older. You may encounter explicit language and adult content on the CLUB3X site as well as in person at our parties. If you prefer not to view this type of content, please do not enter CLUB3X or the CLUB3X website. Before applying for membership in CLUB3X you must agree to all terms and conditions for membership and agree that language of an adult or controversial nature does not and will not offend you.

I understand that my annual membership fees covers membership for BOTH CLUB3X & CLUB3X.ORG

I will not bring into or use while at CLUB3X any illegal substance and/or participate while attending CLUB3X any illegal activities at any time.

Protection of Privacy: We recognize that the viewpoint of CLUB3X parties may not be deemed conventional and activities conducted in pursuance of it may also be considered non-conformist. We shall respect the privacy of the patrons, including but not limited to the following.

- (a) I/We will not divulge the identity of anyone as a guest of CLUB3X to anyone else without his or her permission.
- (b) I/We will not discuss or disclose any of our experiences at CLUB3X with anyone outside CLUB3X, without the permission of CLUB3X, except that we may discuss our experiences in a way, which does not permit the patrons to be identified.
- (c) I/We will not photograph or video record any one at the CLUB3X events with out explicit consent to do so.
- (d) I/We are not offended by nudity or intimate interaction in our presence. Indemnity: Applies to All I/We agree to indemnify and hold harmless the patrons or owners for any harm resulting from our violation of this agreement. If I/we knowingly give information to a employer, coworker, general public, journalist, or law enforcement officer, I/we are liable (a) under the terms of paragraph 4 a & b, and the patrons 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 patrons and owners are entitled to reasonable attorney's fees, both for the enforcement of this agreement and for the prosecution or defense by the patrons or owners 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

MEMBER #1 SIGNATURE: _____ DATE: _____

MEMBER #2 SIGNATURE: _____ DATE: _____

Please note if you are doing a "joint" membership and your partner changes you must purchase a "NEW" membership with your new partner. Memberships are non-transferable.

1. **Acknowledgements and Representations by CLIENT**

a. Purpose and Function. Client acknowledges that all CLUB3X events are private events hosted by a private members-only club whose purpose and functions includes: Sponsoring adult social dances, events, parties, activities, etc. and the events held here are supported by donations from those attending.

b. Adult Event. Client acknowledges his/her awareness that CLUB3X events which may consist of adult language, adult situations and sexual behavior and warrants a genuine interest in attending such an event. Client likewise is not offended by explicit sexual activity.

c. Voluntary Participation. Client understands that no attendees of any CLUB3X event, including Client, are required to participate in any activity. Rude or aggressive behavior from any attendee will be grounds for immediate removal from the premises by CLUB3X staff.

d. Privacy Exhibit. Client acknowledges and agrees to all terms of Privacy Agreement attached hereto as Service Exhibit A, such Exhibit serving to supplement the terms of the Service agreement. The terms of such Exhibit may be changed at any time, provided any subsequent Exhibit A is in writing and signed by both parties.

e. CLUB3X not responsible for loss/injury. Client acknowledges that CLUB3X and all real property owners on which CLUB3X events occur are not responsible for my personal property. Client hereby releases and all other third parties from any loss or injury, including personal injury, that Client sustains while attending a CLUB3X event.

f. Alcoholic Beverages and Intoxication. Client acknowledges that CLUB3X does not provide, sell or serve alcoholic beverages, nor does CLUB3X store in any way the alcohol of its clients for extended periods of time. Grossly excessive or unruly intoxication by any client shall be grounds for immediate removal from premises by CLUB3X staff.

g. Confidentiality. All events and information obtained through membership with CLUB3X is strictly confidential and may be discussed only with CLUB3X members or non-members which Client reasonably believes to have an interest in joining CLUB3X. Due to the private nature of CLUB3X events, Client expressly represents to CLUB3X that he/she is not a member of, investigation on behalf of, reporting to or affiliated with any law enforcement agency, media, press, local, state, or U.S. government unless Client is attending a CLUB3X event in his/her own private individual capacity. We (I) further agree to pay to CLUB3X the sum of \$10,000,000.00 for the right to provide information about the club, club members, or club operators to any local, state, federal, military, government, investigative, media, or religious organization and/or to any individual representative of such groups.

1. **Term and Termination.**

a. Term. The term of this Agreement shall commence on the date of execution below and shall continue for no less than 50 years.

b. Termination. CLUB3X may cancel this contract at any time, for any reasons provide that such notice of termination shall be in writing and signed by an officer or manager of CLUB3X.

2. No Controlled Substances. Use of illegal drugs is strictly forbidden at any CLUB3X event. Client agrees to abide by all laws and regulations while attending CLUB3X events.

3. **Liquidated Damages.**

a. As to Police Officers. Client will pay liquidated damages for the illegal taking of evidence which results in legal process, civil or criminal, against any of the patrons or owners an amount equal to five dollars times the number of residents in the county in which the violation occurred, which 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 patron against whom civil or criminal process is brought, including execution of a search warrant. If no process is executed but evidence is gathered, the amount shall be two and one-half dollars time the number of county residents, awardable to each patron named or described by the evidence; we acknowledge that CLUB3X and all patrons are affected to some degree by a violation of this subparagraph shall not prevent a subsequent proceeding if charges are thereafter filed against a patron, but the first award shall be an offset against the later award.

b. As to Members of the Press. Client represents that, if he/she is a member of the press (including any television or internet entity which holds itself out as a source of news or which publishes information it deems newsworthy), Client is executing this Agreement only in his/her private, individual capacity and not within any professional, employment, or in any capacity affiliated with any such entity. Client acknowledges publication of false and defamatory statements constitutes a violation of the law of the State of FLORIDA. 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 in violation of the rights of the patrons to privacy, under common law and the FLORIDA Constitution. And that an appropriate amount of liquidated damages for any published or video report made which portrays or describes the activities of any patron 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 patron and owner named in the report or described in such a way as to permit identification of the patron by application of the description to publicly available information.

4. No Assignment. No party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that CLUB3X may assign this Agreement and its rights and obligations hereunder to any successor to its business by merger, consolidation or to any party acquiring substantially all of its assets.

5. Choice of Law. This Agreement and any attachments hereto shall be governed by and construed in accordance with the laws of the State of FLORIDA, without regard to principles of conflicts of law. All disputes with respect to this agreement (if not otherwise governed by any other provision hereof) shall be brought and heard in the state of federal courts located in BREVARD COUNTY, FLORIDA. The parties to this agreement hereby consent to the in personal jurisdiction and venue of such courts.

6. Force Majeure. CLUB3X will not be responsible or in any way liable, and Client will not have any termination or other rights, arising out of or relating to any failure by CLUB3X to perform or any hindrance in the performance of its obligations under the Agreement is such failure or hindrance is caused by events or circumstances beyond CLUB3X'S control, including acts of God, war, labor strike, terrorist act, fire, flood, earthquake, and law, order, regulation or other action of any governing authority or agency thereof, or failure of the Internet.

7. Execution in Counterparts. CLUB3X and Client agree that facsimile signatures shall have the same force and effect as an original signature and that this Agreement may be executed in separate counterparts, with each counterpart constituting a separate original.

8) Clean Up Fee. We allow you to drink in our club. If you or a member of your group vomits and causes a need for cleaning, you agree to compensate the club in the amount of \$100 for cleaning the effected area(s).

MEMBER #1 SIGNATURE (Hereby known as Client): _____ DATE: _____

MEMBER #2 SIGNATURE (Hereby known as Client): _____ DATE: _____