

KinkyCon General Event Rules & Nighttime Party Rules

For staff use only

We potentially share the hotel with other guests, children, groups, and hotel staff, all of whom deserve our respect. Our commitment to the hotel is, in essence, to make sure that no one has a reason to feel uncomfortable with our presence. We strive to build a solid, trusting relationship with the hotel, and as long as we keep to ourselves, we hope they will be happy to provide a space for us. Accordingly, here are some things you need to agree to.

Please initial to indicate that you have read, understand and agree to abide by the General Event Rules as set forth below.

_____ I agree to respect hotel guests and staff by:

- Wearing "Family Friendly" attire in all hallways, public and common areas of the hotel.
- Keeping kink conversation out of hearing range of hotel guests and staff.
- Not approaching other hotel guests to ask them if they are part of our event.
- To respect others privacy. What is done/said/seen here, stays here.
- To not give out detailed personal information about people in attendance.

_____ I agree to:

- Wear my wristband and ID badge at all times when in the Con spaces.
- Familiarize myself with and follow the cell-phone and photography policies.
- Familiarize myself with and follow rules for each space.*
- Follow the instructions of KinkyCon security and staff.

**Rules for each space will be posted inside, near the door.*

_____ I understand "Family Friendly" is much more conservative than "Street Legal."

_____ I understand that there is no play or disruptive behavior of any kind allowed in the hallways, public and common areas of the hotel. This includes:

- Wearing or displaying rope, fetish gear*, -including hoods, masks, toys, or leashes.
- Any sort of BDSM play, impact play, spanking, groping, biting, leading on a leash etc.
- Loud noise or any behavior that might be disturbing or offensive to hotel guests or staff.

**Special exception for Collars. If you wear your collar to the mall, feel free to wear it here!*

_____ I understand that there is a strict NO PHOTOGRAPHY, NO RECORDING DEVICES, and limited cell phone usage policy. I will keep my phone silenced and step outside for calls.

_____ I understand there is no sexual activity allowed at the Con or the party.

- "Sexual activity" is defined here as: body parts or toys inside of other body parts, hand/oral to genital contact, or using toys like vibrators on genitals, either directly or indirectly.

Exceptions: Kissing and contact that is required by the nature of the class or presentation.

_____ I understand that alcohol and drugs are prohibited at the con and at the party, and anyone appearing intoxicated or under the influence will be immediately ejected from the con.

_____ I understand that failing to follow these rules will result in me being ejected from the con with no refund.

Basic Party Rules:

- **Absolutely NO CELL PHONE USAGE, PHOTOGRAPHY or recording devices of any kind, in either of the dungeon rooms (Ballrooms A, B, C & D; Trafalgar A & B).**
- ALL ACTIVITY MUST BE CONSENSUAL.
- Event safe word is RED. Expect others to react if you use it. We strongly suggest a Green, Yellow, Red safe word progression for all scenes. If you do not know what this means please ask a Dungeon Monitor.
- No means No. Take no for an answer with dignity and good manners.
- Respect the space and other guests: Do not walk through a scene, do not interrupt or talk to the players, maintain a safe distance, and please do not hog the equipment.
- Dungeon spaces are for play and observation. Social spaces are for conversations.
- Do not touch it if it is not yours.
- Clean up after yourself. This includes food, drinks and equipment.
- No alcohol or drugs are permitted. If you appear to be under the influence of either we will ask you to leave with no refund.
- G-string minimum at the party (keep genitals and anus covered). You must be street legal if you leave the party area for any reason.
- Smoking is only permitted outside in designated areas.

Play Rules:

- **NO**: Fire, scat, urine, blood, or clamps on genitalia.
- **NO** "sexual activity" at the parties. "Sexual activity" is defined here as: body parts or toys inside of other body parts, hand/oral to genital contact, or using toys like vibrators on genitals, either directly or indirectly.
- **NO** scenes involving sharps (staples, needles, knives) are allowed at the parties.
- Wipe down any equipment before, and most importantly after, your scene is finished. If you are not able to do this yourself, make arrangements for someone else to do it for you.
- Short whips only (6' or less) and keep them subsonic whenever possible (no cracks). No intentional, repeated cracking.
- If you see something you think is unsafe, bring it to the attention of a Dungeon Monitor. Do not interrupt the scene.

Confidentiality:

- Please respect each other's privacy. What is done/said/seen here, stays here.
- Never give out other people's personal or detailed information about other attendees.

I have read, understand and agree to abide by the General Event Rules as well as rules of the parties as set forth above. I further agree that I will abide by all decisions made by the Dungeon Monitors, and failure to do so will result in my ejection from the event with no refund.

Signature: _____ Date: _____

Thank you for attending KinkyCon and helping make the event what it is! Now go get your learning on and have some fun!!

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

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1. ACTIVITY AND ASSOCIATED RISKS: I have voluntarily chosen to participate in the following activity: KinkyCon (hereinafter referred to as the "The Activity"), which is organized by Alternative Lifestyles Event Services (ALES).

- "The Activity" is inherently hazardous, and I may be exposed to dangers and hazards, including, but not limited to some of the following: falls, equipment failures, and negligence of others.
- As a consequence of these risks, I understand I may be subjected to certain risks of physical injury that could include, but are not limited to being hurt or disabled from the resulting injuries as well as property damages and expenses.
- ALES assumes no responsibility for providing medical care during "The Activity", and I will have to pay for any medical care that I incur. In consideration of the permission to participate in "The Activity", I agree to the terms contained in this document.

2. ASSUMPTION OF THE RISKS: I hereby freely recognize, acknowledge and I agree to assume the full risk of any injuries, damages or loss, of any nature whatsoever, up to and including death, including any injury or loss caused by the negligence of ALES, its officers and other participants of "The Activity", but not limited to those described above, which I may sustain as a result of my attendance and participation, in any manner, in "The Activity". I also understand that any equipment that I provide or may borrow from ALES or any other provider, I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability. I further understand and agree that the terms such as "participation" referred to in this Agreement, include all physical movements of any nature while I am attending and participating in "The Activity" and associated activities, and further include the provision of or failure to provide proper instructions or supervision, the use and adjustment of any and all machinery, equipment, and apparatus, and anything related to my use of the services, facilities, or premises involved in the event and associated activities.

3. RELEASE OF LIABILITY: I hereby RELEASE ALES, the providers of any equipment used in "The Activity" (the "Released Parties") FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury or harm that occur to me or to any other person or to any property during "The Activity" or in any way related to "The Activity". This release includes claims for the negligence of the "Released Parties" and claims for strict liability for dangerous activities. This release does not extend to claims that law does not permit to be excluded by agreement in the state of New Hampshire. I also agree NOT TO SUE or make a claim against the "Released Parties" for injuries, loss or harm that occurs during "The Activity".

4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE: I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the "Released Parties" (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the "Released Parties" against any and all claims for my own negligence, and any other claim arising from my conduct during "The Activity".

5. ADMISSION FEE NOT REFUNDABLE/TRANSFERRABLE: I understand that my admission fee is not refundable, and not transferrable to anyone else. I agree: to wear my wristband and ID badge at all times as proof of payment; that I may have to pay a fee if my wristband becomes detached and needs replacing; and I understand that there are no refunds for lost wristbands or ID badges.

6. AGREEMENT TO FOLLOW DIRECTIONS: I agree to familiarize myself with, and follow the Event Rules for "The Activity" as posted and/or otherwise provided to me and to follow directions given to me by the leaders of "The Activity".

7. SEVERABILITY: I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by law in New Hampshire. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

8. APPLICABLE LAW, FORUM & ATTORNEY'S FEES: This agreement is governed by and shall be construed in accordance with laws as applicable in the state of New Hampshire, without any reference to its choice of law rules. In any litigation in which the validity or enforceability of this agreement is contested, I agree to assume liability for all attorney's and legal fees, court and other costs of the parties seeking to uphold this Agreement. In accordance with the promises outlined in section 4, I will reimburse the "Released Parties" for any and all damages, including but not limited to: reasonable settlements and defense costs, including attorney's fees that they incur because of any such claims made against them.

9. ASSUMPTION OF PRIVACY: Investigators, Law enforcement officers (unless hired by "The Activity" and first reporting to the registration table), journalists and other members of the media are welcome to attend for their own personal pleasure. However, they are not permitted to enter for official, or government business or purpose, unless they have presented valid court orders. Media may NOT report our activities without specific, written permission from an authorized representative of ALES. "The Activity" is private property, we have an assumption of privacy, which we INSIST that you observe. If you are employed by, or associated with, any news or investigative organization, and you violate any provision of this Agreement, you agree that both you and the news or investigative organization in which you are affiliated shall be jointly and severally liable for damages resulting from such violation. Because determination of the amount of such damages would be difficult to ascertain, you agree, individually and on behalf of the news or investigative organization with which you are affiliated, that liquidated damages in the amount of one million dollars (\$1,000,000) are reasonable, and such damages shall be paid in certified funds before publication or broadcast of any report you or the news or investigative organization with which you are affiliated prepare or participate in publishing or broadcasting. In the event prior payment of such damages is not made, and litigation is necessary, you and the news or investigative organization in which you are affiliated agree that ALES shall be entitled to recover from you not only such liquidated damages amount but also its attorney's fees and costs expended, as well as interest on such liquidated damages amount at the lesser of (i) the rate of twenty-one percent per annum, or (ii) the maximum rate permitted by applicable law, from the date of publication or broadcast until payment is made.

I have fully informed myself and understand the contents of this agreement by reading it before signing it. No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document.

Print Legal name: _____

Signature: _____ **Date:** _____