



CLUB EDEN – MEMBERSHIP TERMS & CONDITIONS ACKNOWLEDGEMENT

WE (I) HEREBY APPLY FOR INDIVIDUAL MEMBERSHIP(S) AND WE (I) HAVE READ ALL OF THE SECTIONS BELOW, NAMELY:

- I. MISSION STATEMENT
- II.A. MEMBERSHIP
- II.B. MEMBERSHIP RULES
- II.C. MEMBERSHIP REMOVAL
- III. CLUB GUIDELINES
- IV. VOLUNTARY ASSUMPTION OF RISK
- V. PROTECTION OF MEMBERS' PRIVACY
- VI. MEMBERS' RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT

BY SIGNING THE MEMBERSHIP APPLICATION FORM (OR BY ELECTRONICALLY AGREEING TO THE SAME), WE (I) CONFIRM WE ARE (I AM) ACTING UNDER OUR (MY) OWN FREE WILL AND CONSENT AND THAT WE (I) AGREE WITH THE CONTENTS HEREIN ENTIRELY. THESE TERMS AND CONDITIONS MAY CHANGE AT ANY TIME AND FROM TIME-TO-TIME. YOU ACKNOWLEDGE AND AGREE THAT THE MOST CURRENT VERSION SHALL APPLY.

I. MISSION STATEMENT

- 1. The name of the club is "CLUB EDEN", a wholly owned division of CLUB EDEN INC, a company incorporated under the laws of Canada and extra-provincially registered in the Province of British Columbia. References to "Club Eden" or the "Club" herein shall mean Club Eden Inc.
- 2. The purposes of the Club are:
 - a) To celebrate positive sexual interaction among open-minded consenting adults who participate in open eroticism;
 - b) To facilitate and develop positive public images of the practice of open eroticism;
 - c) To research, publish and otherwise provide educational information respecting the celebration of open eroticism and other forms of open-minded, consent-based, alternative adult sexuality; and
 - d) To do all other such things that are incidental and ancillary to the attainment of the purposes of the Club.

II. A. MEMBERSHIP

Club Eden shall have the following classes of members:

Founding Member – The founding member of Club Eden is the individual known within the Club as "Eve". The Founding Member has the sole and deciding vote respecting the business and conduct of the Club. Only the Founding Member or their authorized licensees or franchisees may hire or appoint employees or representatives on behalf of Club Eden.

Host Members – The host members of Club Eden are those authorized licensees and franchisees the occupiers of properties where the Club shall host or sponsor its various gatherings, functions, parties and events. Host Members shall act as authorized representatives of Club Eden at authorized gatherings, functions, parties and events. Host members do not have any voting rights respecting the Club.

Individual Members – Individual Members must be persons who are:

1. Over the Age of Majority as defined in each jurisdiction that the Club has or sponsors events, gatherings, parties or functions in;
2. Not known to be capable of transmitting any sexually transmitted diseases or infections which include but are not limited to chlamydia, gonorrhea, trichomonas, pubic lice and scabies, genital herpes, genital warts (HPV), hepatitis B, syphilis, or HIV/AIDS; and
3. Capable of understanding and freely consenting to the matters set forth in these Membership Terms and Conditions.

Individual Members do not have the right to vote, but are entitled to participate on the website at www.clubeden.ca; and attend Club Eden hosted or sponsored functions, parties and events so long as their membership is in good standing. To be an Individual Member in good standing, he or she must pay membership dues (if required) as defined on the website - www.clubeden.ca and not violate any of the provisions set forth in these Membership Terms and Conditions.

II.B. MEMBERSHIP RULES

1. **No minors.** No member shall invite or bring anyone under the Age of Majority to a Club Eden hosted or Club Eden Sponsored function, party or event.
2. **No infections.** No member shall attend a Club Eden hosted or Club Eden sponsored function, party or event if they know or suspect that they may be capable of spreading a sexually transmitted infection or disease.
3. **Respect for premises.** Members shall respect the premises that Club Eden hosts or sponsors functions, parties or events that are taking place in, and will immediately leave if asked to do so by a Founding Member or a Club Eden employee or representative.
4. **Employees and representatives.** Only Club Eden employees and appointed representatives shall represent the Club's interests. Members shall not represent Club Eden in any official capacity without specific empowerment from a Founding Member.
5. **Respect privacy.** All Members shall respect the privacy of other Members, adhere to the Privacy Agreement in this document, and not violate any relevant privacy and information legislation or common law rights of privacy by taking unauthorized images or pictures.
6. **Respect all laws.** All Members shall obey all laws, including refraining from taking any illegal drugs and specifically refraining from taking marijuana. Solicitation for sexual activity is strictly forbidden.

II.C. MEMBERSHIP REMOVAL

In rare instances, individuals may be asked to leave the Club. Members may be removed at the sole discretion of a Founding Member. Members may be removed for any reason, but are generally removed for repeated violations of the member guidelines. After one year, a member may only be readmitted with the approval of the

Founding Member.

III. CLUB GUIDELINES

In this section, the Member(s) that sign(s) the Membership Application Form (or by electronically agreeing to the same), is (are) referred to as “you” or “your”.

1. Treat everyone with the utmost respect and dignity. Be friendly, polite and courteous. Respect other peoples' rights. No means no. Uninvited and/or non-consensual touching or grabbing will not be tolerated at all. Do not join an existing activity without permission.
2. Do not bring drugs on the property. We have a zero tolerance drug policy and no use will be permitted in the Club or within the surrounding neighborhood.
3. Do not take photos at a Club Eden hosted or Club Eden Sponsored function, party, or event. To protect the privacy of our members, photography is only permitted by our house photographer. Any exceptions require prior permission by management and must take place in a secure environment.
4. Be discreet! When outside the club including the frontage and parking areas, please remain fully covered up at all times if dressed in sexy attire, and keep noise and horseplay to a minimum.
5. Drink responsibly! If you've been drinking, take a taxi to ensure you arrive home safely.
6. If you encounter any problems or difficulties while at the Club, please bring it to the attention of the management immediately for resolution.
7. Do only what you consider fun.
8. All male guests fortunate to attend an Eden hosted or sponsored party should be on their best behavior. This means; no aggressive or dominating behavior and always, remaining in the company of your beautiful date. Once admitted, single men will not be allowed re-entry if not in the company of the lady they originally came with.
9. Don't bring someone who is not fully informed.
10. Practice safe sex. It is up to us to protect ourselves as well as our partners. With the present concern over sexually transmitted diseases the use of condoms should not offend anybody. And be prepared.
11. You shall agree to obey all posted signs at the Club.
12. You shall agree to obey all rules posted online at www.clubeden.ca, which may be amended at any time and from time-to-time.
13. You shall agree to all future rules and regulations established by the Club from time to time.

IV. VOLUNTARY ASSUMPTION OF RISK

In this section, the Member(s) that sign(s) the Membership Application Form (or by electronically agreeing to the same) is (are) referred to as “you” or “your”.

1. CLUB EDEN, THE FOUNDING MEMBER, THE HOST MEMBERS who are the occupiers of the locations of Club hosted or sponsored events, parties, gatherings or functions (the “Host Members”), and its members take no responsibility and will not be held responsible for any injuries or accidents that may occur during Club events, gatherings and activities.

2. Understand that you are considered an 'invited guest' and a licensee and that participation in all Club hosted or sponsored events, functions, parties and online participation is at your own risk.
3. By becoming a Member of the Club or participating in any Club hosted or sponsored events, parties, gatherings or functions or online activities, you are taking responsibility for your own safety and well-being.
4. Consumption of alcohol is at your own risk, and you are responsible for any occurrences as a result of your intoxication.

THE COMPANY, CLUB EDEN, THE FOUNDING MEMBERS AND THE HOST MEMBERS DO NOT CERTIFY NOR CONFIRM THE SEXUAL HISTORY OR CONDITION OF ANY OF ITS MEMBERS TO PARTICIPATE IN PARTIES, FUNCTIONS OR EVENTS. NO WARRANTY IS IMPLIED OR INTENDED, PARTICIPATE AT YOUR OWN RISK.

V. PROTECTION OF MEMBERS' PRIVACY

In this section, the Member(s) that sign(s) the Membership Application Form (or by electronically agreeing to the same) is referred to as "I" or "Me" or "Myself" or "We" or "Us" or "Ourselves".

Representation of Good Faith. We represent that we approach Club Eden and its affiliated groups, members and attendees (the "Members") in a sincere desire to learn about open-minded consenting adults who participate in open eroticism and to possibly participate in the same. We intend no harm, interference or disruption to the Club or to the lives of any who adhere to its precepts.

In consideration of being a member of Club Eden, we agree as follows:

1. **Protection of privacy.** We recognize that the philosophy of Club Eden, while legal, is controversial and that activities conducted in pursuance of it are also and we represent that we are not offended by nudity or sexual interaction in our presence in private settings or online and we will respect the privacy of the Members, including but not limited to the following:
 - a) We will not divulge the identity of anyone as a member of Club Eden to anyone else without their permission;
 - b) we will not discuss or disclose any of our experiences in Club Eden with anyone outside Club Eden, without the permission of Club Eden's Founding Members, except that we may discuss our experiences in a way which does not permit the Members to be identified;
 - c) We will not disclose the location of any place where we have attended any activities of Club Eden without the consent of Club Eden;
 - d) We will not use cameras, tape recorders, cell phones, any recording device, or take photographs at Club Eden hosted or sponsored functions, parties or events without the express written permission of Club Eden. If we record a private conversation of a beneficiary without consent, we shall be subject to liability under all relevant privacy and information legislation and common law rights of privacy.
 - e) We will not share, distribute, sell, download or otherwise use photos or other content on the Club Eden Website (www.clubeden.ca).

2. **Provision as to police officers and other agents.** Club Eden understands that police have a duty to enforce laws and to investigate suspected violations of them, but that the Constitution Act of Canada 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 Club Eden hosted or sponsored event only or on the Club Eden website in our private, individual capacities. We warrant that, if the foregoing statement should prove to be false, we are investigating any of the Members without disclosing our official capacity or purpose, and that our presence on the Club Eden website, any Club Eden premises, or those of its affiliates or members, is an entry into private premises without consent.
3. **Provision as to members of the press.** We represent that, if we are members of the press (including television), we are present at any Club Eden hosted or sponsored event only or on the Club Eden website in our private, individual capacities. We warrant that, if the foregoing statement proves to be false, and that 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 Members to privacy under common law.
4. **Indemnity.** We agree to indemnify and hold harmless the Members and Club Eden for any harm resulting from our violation of this agreement, particularly if we knowingly give information to a journalist or law enforcement officer, or non-member. 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 Members are entitled to reasonable attorney's fees, both for the enforcement of this agreement and for the prosecution or defense by the Members 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.

Duration and limitations. This agreement shall continue in force and apply to participation on the Club Eden website as well as at all attended hosted or sponsored events, parties, functions and communications, in perpetuity.

VI. MEMBERS' RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT

In this section, the Member(s) that sign(s) the Membership Application Form (or by electronically agreeing to the same) is referred to as "I" or "Me" or "Myself" or "We" or "Us" or "Ourselves".

We hereby acknowledge that we are voluntarily reading this document and joining Club Eden and participating in its activities, hereinafter referred to as "Activities". We will be personally responsible for our own safety during these Activities and assume all risks and accept full and complete responsibility for any and all damages and personal injury of any kind, including death. I am aware that the Activities may involve risk of injury, infection, disease, death, or property damage and I am voluntarily participating in these Activities with full knowledge of the risks.

As lawful consideration for being permitted by Club Eden, the Founding Member and the Host Members to engage in the Activities, we do, for ourselves, my heirs, executors, administrators, legal representatives, guardians, and assigns, hereby release, waive, discharge, and relinquish Club Eden, the Founding Members, the Host Members or any of its related companies, affiliates, colleagues, subsidiaries, officers, agents, servants, volunteers, leaders, activity participants, or employees, herein referred to (collectively the "Hosts") from any action or causes of action for personal injury, property damage, or wrongful death which may hereafter arise from the Activities, alcohol consumption, or any pursuit incidental thereto wherever or however said pursuit may occur and for any period said Activities and pursuits may continue.

We further agree that under no circumstances will we prosecute or present any claim against the Hosts for any causes of action, for personal injury, property damage, or wrongful death, whether the same shall arise by the

negligence or non-intentional conduct of any of said Hosts from the Activities or any pursuit incidental thereto.

We hereby agree to indemnify, save and hold harmless the Hosts and each of them from any loss, liability, damage or cost (including attorney fees) which we may incur as a result of injury, death, or property damage to the undersigned, or from suit from such personal injury, death, and/or property damage to the undersigned. If we are a Group Member, we further agree to save and hold harmless the Hosts and each of them from any loss, liability, damage or cost (including attorney fees) which we or any of our invitees may incur as a result of injury, death, or property damage to the undersigned, or from suit from such personal injury, death, and/or property damage.

This Agreement is intended to be as broad as is permissible under the laws of Canada, and this Agreement shall be interpreted under the laws of the Province of British Columbia, Canada. If any portion of this Agreement is invalid and/or is declared to be invalid by a Court of Law, the balance of the Agreement shall continue in full force and effect.

Attending any Club Eden hosted or Club Eden Sponsored event, party or function; or participating in Club Eden online activity signifies that we (and any guests we bring) have read and voluntarily agree to these Membership Terms and Conditions and further agrees that no oral representations, statements, or inducements apart from the foregoing written Agreement have been made.

We acknowledge that we have read the foregoing paragraphs and are completely aware of the potential dangers incident to engaging in the Activities, and are fully aware of the legal consequences of agreeing to these Membership Terms and Conditions.

Acknowledgement

WE (I) HEREBY APPLY FOR INDIVIDUAL MEMBERSHIP(S) AND WE (I) HAVE READ THE ABOVE AND AGREE WITH ITS CONTENTS ENTIRELY UNDER OUR (MY) OWN FREE WILL AND CONSENT.