

## INDEMNITY AGREEMENT

This agreement is entered into between **UBDSM** (hereinafter referred to as "the Club") and the undersigned **Guest** (hereinafter referred to as "the Guest"). The organisers, Operational Team Members, volunteers (the management team), and all attendees shall be deemed to constitute Guests for the purposes of this indemnity, and by signing this document, the Guest agrees to the following terms and conditions:

### 1. Acknowledgement of Risk

1.1 UBDSM "events", may include but not be limited to parties, workshops, play sessions and social gatherings, and the Guest acknowledges that attending Club events and / or participation in UBDSM activities, may involve exposure to certain risks.

1.2 These risks may include, but are not limited to, physical injury, emotional distress, property damage, and otherwise.

1.3 The Guest voluntarily assumes full liability in respect of all risks associated with attending any UBDSM event, and / or participating in any UBDSM activities.

### 2. Waiver of Liability and Indemnity

2.1 The Guest releases, discharges and indemnifies the Club, its Operational Team, owner(s), volunteers, and representatives, from any claims, demands, or causes of action, arising from or associated with the Guest attending any Club events or participating in any Club activities.

### 3. Personal Responsibility

3.1 In respect of all UBDSM events and activities, the Guest agrees to act responsibly and respectfully, and adhere to all Club rules and guidelines whether aimed at ensuring safety or otherwise.

3.2 The Guest accepts full liability for their conduct, and any consequences arising therefrom.

### 4. Medical Emergencies

4.1 The Club provides basic first aid and emergency medical support, provided that it is the Guest's responsibility to disclose any relevant medical conditions to ensure appropriate care.

4.2 In the event of any emergency, the Guest consents to receiving medical treatment whether provided by the Club, its management team or otherwise, and accepts that the Club and its management team is not liable for any medical costs, however incurred, or the outcomes of any medical treatment provided.

### 5. Confidentiality

5.1 The Guest agrees that the identities and activities of all persons attending Club events or participating in its activities is required to be kept strictly confidential, and the Guest agrees to be bound by and adhere to the applicable Club rules.

5.2 Any breach of confidentiality by a Guest may result in disciplinary and other action, which may include permanent banning from the Club, as well as legal proceedings where appropriate.

### 6. Indemnification

6.1 The Guest agrees to indemnify and hold harmless the Club, its Operational Team, volunteers, and representatives against any losses, damages, or expenses arising from their participation, including legal fees.

### 7. Agreement to Rules

7.1 The Guest affirms they have read, understood, and agrees to abide by the Club's rules and guidelines, as outlined in the information pack or elsewhere, and ignorance of Club rules shall not constitute an excuse in any circumstances.

### 8. Governing Law

8.1 This agreement is governed by the laws of South Africa and any disputes arising from this agreement shall be resolved in accordance with South African law.

### 9. Final Agreement

By signing below, the Guest affirms their understanding of this indemnity agreement and their voluntary acceptance of its terms. **Guest Details:**

Full Name:		
Birth Date:		
Cell Phone Number:		
Email Address:		
ID Check:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
WhatsApp Group:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Signature:		

**Disclaimer Clause**

The information, guidelines and rules provided by UBDSM are intended to promote a safer, respectful, and inclusive environment. While every effort has been made to ensure accuracy and clarity, the Club accepts no responsibility for any misunderstandings, misinterpretations, or errors that may arise. Participants are encouraged to seek clarification from the Operational Team, if they are uncertain about any aspect.

UBDSM reserves the right to update or amend its rules, policies, and procedures at any time, whether to align with evolving best practices, the needs of the Club, or otherwise. Any such changes may be communicated to members, but it is the duty of Guests to remain familiar with the latest versions of the rules, as amended from time to time, and adhere to the most recent version of the Club's rules and guidelines.