

AHS-KC Conduct Agreement

Members – The signature form that accompanies this agreement will be filed with your membership paperwork.

Non-Members – You must sign a new signature form every time you attend an AHS function that requires a waiver or consent to the conduct agreement.

STANDARDS OF CONDUCT

- **Confidentiality** – Disclosing to anyone at any time the name, identity, or any other personal information of someone in connection with their membership in, attendance at, or involvement with AHS-KC or any activities sponsored thereby is prohibited. Disclosure of any information about events or activities sponsored by AHS-KC is prohibited without the express written consent of AHS-KC.
- **Non-discrimination** – Membership is available and guest attendance is permitted without regard to, and members and guests are prohibited from discriminating on the basis of, race, religion, gender, color, sexual orientation, gender expression or identity, marital status, national origin, or age.
- **Solicitation** – Soliciting for the purpose of exchange of funds for any sexual, intimate, or BDSM services is prohibited; soliciting for any other goods or service is permitted only with express written purpose of AHS-KC, or in the capacity of a vendor authorized to do business at AHS-KC functions.
- **Drugs & Alcohol** – The possession of or use of drugs and alcohol at AHS-KC functions is prohibited unless otherwise specified in the event description; persons in attendance of any function who are under the influence may be asked to leave at the discretion of AHS-KC officers or directors.
- **Cell Phones & Recording Devices** – The use of cell phones and recording devices of any kind at AHS-KC functions, including by not limited to dedicated audio or video recording devices, cameras, and any device with the capability of recording audio, video, or still images is prohibited except in designated areas without the express permission of AHS-KC.
- **Expected Behavior** – AHS-KC members shall conduct themselves respectfully and courteously toward others at AHS-KC functions or other functions in which AHS-KC is in attendance as an organization. Members shall refrain from and report to AHS-KC officers or directors disrespectful or otherwise inappropriate behavior to which they are witness or to which they are party. Respect physical and social boundaries, including your own; inform those who overstep your boundaries, even unintentionally, and articulate your own boundaries to others.
- **Non-interference** – Socialize freely, but do not interfere with the private activities of others for any reason; leave the area if you are uncomfortable, report the activity if you think it is unsafe or in violation of AHS-KC or venue rules, and do not participate, comment, or offer to participate or comment unless invited to do so.
- **Use of Facilities** – Materials, facilities, and equipment provided by AHS-KC or for AHS-KC members to utilize shall be used only for the purpose and in the manner for which they were designed.

TERMS OF AGREEMENT

1) Confidentiality. I shall not disclose to anyone at any time the name, identity, or any other personal information of someone in connection with their membership in, attendance at, or involvement with AHS-KC or any activities sponsored thereby

2) I shall not engage in publishing. I am not joining AHS-KC and shall not attend AHS-KC functions as, or for or on behalf of any publisher of news, opinion, or information in any format or media (including, but not limited to, print, television, radio, or online), professional or otherwise, or any employee, agent, contractor, representative, or freelance associate thereof, and I shall not act on for or on behalf of, obtain for or on behalf of, transfer to or cause to be transferred to any such entity or person any information about AHS-KC, it's members, attendees, partners, or guests, or any activities undertaken thereby, nor shall I publish myself any such information.

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3) I shall not engage in nor assist law enforcement. I am not joining AHS-KC and shall not attend AHS-KC functions as, or for or on behalf of any federal, state, local, or other law enforcement agency, regulatory agency, administrative or investigative body, or other similar agency or body, whether civil, criminal, governmental, private, or otherwise, or any employee, agent, or representative thereof, and I shall not act on for or on behalf of, obtain for or on behalf of, transfer to or cause to be transferred to any such entity or person any information about AHS-KC, it's members, attendees, partners, or guests, or any activities undertaken thereby.

4) I shall not engage in collecting evidence or information for claims. I am not joining AHS-KC and shall not attend AHS-KC functions as, or for or on behalf of any person or corporation in any way related to or connected with any potential, threatened, pending, completed, past, or future litigation, action, suit, or proceeding, related or unrelated to AHS-KC or its members, attendees, partners, or guests, whether civil, criminal, or investigative, or any employee, agent, or representative thereof, and I shall not act on for or on behalf of, obtain for or on behalf of, transfer to or cause to be transferred to any such entity or person any information about AHS-KC, it's members, attendees, partners, or guests, or any activities undertaken thereby.

5) Ownership and copyright of works. I hereby assign full, outright, exclusive copyright ownership and all accompanying rights of any descriptions, representations, accounts, and images, or any other works in any other form ("works") that are created by me, in whole or in part, published or unpublished, that describe or relate to any activities or information about activities at or sponsored by AHS-KC, or that include the name, identity, or any personal or identifying information of someone in connection with that person's membership in, attendance of, or involvement with any activities at or sponsored by AHS-KC, and I shall not create any such work jointly with anyone or convey to another person or entity any copyright or licensing rights to such works. I further assign to AHS-KC any material object in which such a work is embodied.

6) License of works. AHS-KC grants me express license to use for personal works that (1) comply with every aspect of this membership agreement and AHS-KC policies and bylaws, (2) are not used for pecuniary gain, and (3) are deemed by AHS-KC at its sole discretion to be neither harmful nor potentially harmful to AHS-KC or to its members, attendees, partners, or guests.

7) Damages. I shall be responsible for any and all harm and damages suffered by AHS-KC, its members, attendees, partners, or guests arising from any breach of this conduct agreement. In addition to all other remedies, AHS-KC shall be entitled to recover from me all costs and damages incurred in relation to any breach of this agreement, whether actual, alleged, or anticipated, including, but not limited to, reasonable expenses and attorney's fees, including those related to seeking a declaratory judgment and/or injunction and/or preliminary relief against conduct which violates or threatens to violate this conduct agreement.

8) Entire Agreement. This agreement supersedes any and all other agreements, either oral or in writing, with regards to conduct, confidentiality, and copyright of information related to AHS-KC, and contains all of the covenants and agreements between the parties with respects to conduct, confidentiality, and copyright. No representations, inducements, promises, or agreements, oral or in writing, have been made by or on behalf of any party which are not embodied herein, and no other agreement, statement, or promise not contained within this agreement shall be valid or binding. No amendment or extension of this agreement shall be valid or binding unless in writing and signed by both parties.

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9) Severability and Modification. If any provision of this conduct agreement is held by an arbitrator or a court of competent jurisdiction to be invalid, void, or unenforceable, the parties intend such provisions to be, and authorize such arbitrator or court to modify the covenant as necessary to make it enforceable to the greatest extent permitted under the law. The parties further intend for the remaining provisions to continue in full force without being impaired or invalidated in any way.

10) Waiver. Acceptance of this signed conduct agreement by AHS-KC shall not constitute a waiver, in part or in full, by AHS-KC. Failure to invoke any right, condition, or covenant of this conduct agreement shall not be deemed to imply or constitute a waiver of any right, condition, or covenant of this agreement and no one may rely on such failure to invoke said rights, conditions, or covenants as a continuing waiver of any provision of this conduct agreement.

11) Governing Law. This agreement shall be governed by and construed in accordance with the laws of Missouri, and with respect to provisions 5 and 6, by Title 17 of the *United States Code*, as amended.

12) Binding. This agreement binds me and my spouse, heirs, estate, executors, administrators, legal guardian, personal representative, agent, and assigns.

13) Arbitration. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by an agent of AHS-KC's choosing. Except as is required by law, neither a party nor an arbitrator may disclose the existence, content, or results of an arbitration hereunder without the prior written consent of both parties.

DECLARATIONS

- I understand that AHS-KC is a private organization offering educational and social opportunities for adults seeking to learn more about the full spectrum of human sexuality and relationships.
- I understand that I may witness directly or have related to me indirectly expressions and examples of human sexuality and relationships by consenting adults, including, but not limited to, nudity, sexual contact, bondage, discipline, sadomasochism, fetishes, non-monogamy, role-playing, and a variety of sexual preferences, gender expressions and identities, and sexual orientations.
- I understand that I and others present may voluntarily engage in or observe the aforementioned activities, behaviors, and expressions individually or with one another, but are under no obligation to do so, and that should I engage in or observe such activities, behaviors, and expressions alone or with others that I have done so intentionally and willfully.
- I understand that I am not guaranteed or entitled to engage in or observe the aforementioned activities, behaviors, and expressions with other persons without their explicit consent.
- I will adhere to the AHS-KC Standards of Conduct, and I will report any violation thereof that I witness or to which I am party to an officer or director of the organization.