

GEAR UP! — PARTICIPANT WAIVER, RELEASE, AND PARTICIPATION AGREEMENT

PREVIEW COPY — VENUE NAME AND IDENTIFYING DETAILS REDACTED. NOT FOR SIGNATURE.

Event: GEAR UP! — March 30 – April 2, 2027, [Venue Name Withheld for Preview], Las Vegas, Nevada
Organizer: Gear Up Productions, LLC, 7635 W 148th St #344, Apple Valley, MN 55124

Registration Number: _____

1. Participant Information

Legal Name: _____

Scene/Preferred Name (if any): _____

Date of Birth: _____ **Age (must be 21+):** _____

Email: _____

Phone: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Relationship to Participant: _____

Note: Emergency contact will only be used in the event of a medical emergency or similar urgent circumstance. It will not be contacted about the nature of the event.

2. Age Verification

I certify that I am at least 21 years of age. I understand that government-issued photo identification is required at check-in, that my age will be verified, and that no exceptions will be made. I understand that providing false information regarding my age voids this agreement and will result in immediate removal from the event without refund.

3. Nature of the Event — Informed Acknowledgment

I understand and acknowledge that this event includes, among other things:

- Gear-oriented social and recreational activities
- Access to resort facilities including pools, gym, spa, and common areas
- A designated area in which participants may engage in consensual bondage and gear-based restraint activities with other consenting adult participants

I acknowledge that I have been informed of the nature of this event in advance, that my attendance is entirely voluntary, and that I am not required to participate in any activity.

4. Assumption of Risk

I understand that participation involves inherent risks, including but not limited to:

- Physical injury from restraint, bondage, suspension, positional stress, restricted circulation, or restricted breathing
- Injury from gear, equipment, hardware, or apparatus failure or misuse

- Nerve compression or injury, bruising, abrasion, muscle strain, joint injury, or falls
- Slips, trips, and falls in wet or crowded areas, including pool and spa areas
- Heat-related illness, dehydration, or overheating, including from wearing heavy or non-breathable gear
- Psychological or emotional distress
- Exposure to communicable illness
- Risks arising from the acts or omissions of other participants

I acknowledge these risks cannot be eliminated. **I knowingly and voluntarily assume all such risks**, whether known or unknown, and accept full responsibility for my participation.

5. Consent Requirements

I agree that:

- **All activity must be consensual.** Consent must be explicit, informed, specific, and given in advance of the activity.
- **Consent is not transferable** to other people, other activities, or other occasions.
- **Consent may be withdrawn at any time**, by any participant, for any reason or no reason.
- I will negotiate scope, limits, and safewords with any partner before beginning any activity.
- I will honor any safeword, safe signal, or verbal or non-verbal request to stop, **immediately and without argument**.
- I will not engage in any activity with a person who is impaired by alcohol or other substances to a degree that affects their capacity to consent.
- I will not photograph, record, or film any person without their express prior permission.

I understand that violating any of the above will result in immediate removal from the event without refund, and may result in reporting to law enforcement.

6. Alcohol and Substances

I understand that the Organizer does not provide, serve, or sell alcohol at this event. I understand that any alcohol consumed at the resort's bar or elsewhere is obtained independently and at my own discretion and risk.

I agree that I will not engage in bondage, restraint, or similar activity while impaired by alcohol or any other substance, and I will not conduct such activity with any person who appears impaired. I understand that impairment compromises both judgment and the ability to give or assess consent.

I understand that the display, sale, possession, distribution, or consumption of cannabis or cannabis-related products is strictly prohibited anywhere on the venue property, including guest rooms, balconies, hallways, outdoor areas, and all common spaces, regardless of Nevada state law permitting recreational use elsewhere. This prohibition is a condition of the venue agreement and applies for the duration of the event.

I understand illegal drugs are prohibited at the event and that possession or use will result in removal without refund.

7. Safety Rules

I agree to comply with all posted rules, all instructions from event staff, monitors, or volunteers, and all resort policies. Without limitation, I agree that:

- Safety shears or cutting tools must be accessible during any restraint activity
- A restrained person must not be left unattended at any time
- Activity areas are to be used only for their designated purposes and only during designated hours
- I will report any injury, equipment failure, or unsafe condition to event staff promptly
- I will comply with any staff decision to stop an activity, without argument

- I understand that a 10:00 PM noise curfew applies to music and amplified sound in pool, courtyard, and other common areas, that any late-night activity after 10:00 PM must be held off-property, and that I will comply with any staff request to reduce or stop noise

8. Medical

I represent that I am in adequate physical and mental health to participate, and that I have disclosed to my activity partners any condition that may be relevant to safe participation (including but not limited to cardiac conditions, respiratory conditions, circulatory or clotting disorders, seizure disorders, joint or nerve conditions, pregnancy, or medications affecting bleeding, blood pressure, or consciousness).

I authorize the Organizer to arrange emergency medical treatment on my behalf if I am unable to consent, and I accept financial responsibility for any medical care I receive.

9. Release of Liability

In consideration of being permitted to participate, I hereby **release, waive, and discharge** Gear Up Productions, LLC, its owners, officers, members, employees, volunteers, staff, contractors, and agents (collectively, “Released Parties”) and [Hotel Legal Entity and Name Withheld for Preview], its owners, officers, employees, agents, and insurers (the ‘Hotel’), which is an intended third-party beneficiary of this release, from any and all claims, demands, damages, actions, or causes of action arising out of or related to my participation in this event, **including claims arising from the ordinary negligence of the Released Parties**, to the fullest extent permitted by Nevada law.

I understand that this release does not apply to gross negligence, recklessness, or willful or intentional misconduct, and does not waive any right that cannot be waived under applicable law.

Participant intends that [Hotel Legal Entity and Name Withheld for Preview] be protected as if it were a named Released Party, including for claims arising from Participant's use of the resort premises (pools, spa, gym, common areas, and guest rooms).

10. Indemnification

I agree to indemnify, defend, and hold harmless the Released Parties and the Hotel from any claim, loss, liability, or expense (including reasonable attorneys' fees) brought by any third party arising from my own acts or omissions at the event, including any claim brought by another participant.

11. Conduct and Removal

I understand the Organizer may remove me from the event at any time, without refund, for conduct that violates this agreement, endangers any person, or is deemed inconsistent with the safety or purpose of the event. This decision rests solely with the Organizer.

12. Privacy and Confidentiality

I agree to respect the privacy of all attendees. I will not disclose the identity, attendance, or activities of any other participant outside the event. I will not post any image, video, or identifying description of another attendee to any platform without their express permission.

13. Photography

- ☐ I DO consent to being photographed or recorded by official event photographers, and to the use of such images for event promotion.
- ☐ I DO NOT consent to being photographed or recorded.

Initial one box. This choice may be changed at any time by notifying event staff.

14. Governing Law

This agreement is governed by the laws of the State of Nevada. Any dispute arising under it shall be brought exclusively in the state or federal courts located in Clark County, Nevada. If any provision is held unenforceable, the remaining provisions remain in full force.

15. Acknowledgment

I have read this entire document. I understand it is a release of legal rights and a contract. I sign it freely, voluntarily, and without inducement. I am at least 21 years of age and legally competent to sign.

Signature: _____

Printed Name: _____

Date: _____

If completed electronically, participant's typed name and submission timestamp constitute a valid electronic signature under applicable law.