

THE GOING PLACE, The FOUNDING MEMBERS of the Club, the HOST MEMBERS who are the employees or occupiers of the locations of Club events, parties, gatherings or functions, and its members will not be held responsible and take no responsibility for any injuries or accidents that may occur during Club gatherings, events and activities.

Understand that you are considered an 'invited guest' and a licensee and that participation in all Club events, parties, and functions is at your own risk.

By becoming a Member of The Going Place or participating in any events, parties, gatherings or functions of the club, you are taking responsibility for your well-being and safety. Consumption of alcohol is at your own risk, as a result of your intoxication, you are responsible for any said occurrences.

The Going Place, 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, events, or functions. Participate at your own risk, as no warranty is implied or intended.

MEMBERS' RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT

Any Member that signs below 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, joining The Going Place 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 personal injury and damages of any kind, including but not limited to death. I am aware that the Activities may involve risk of injury, disease, infection, death, or property damage and with full knowledge of the risks, I am voluntarily participating in these Activities.

As lawful consideration for being permitted by The Going Place, the Founding Members and the Host Members to engage in the Activities, we do, for ourselves, our heirs, executors, administrators, legal representatives, guardians, and assigns, hereby release, waive, discharge, and relinquish The Going Place, the Founding Members and the Host Members or any of its officers, agents, volunteers, servants, leaders, activity participants, or employees, herein referred to (collectively the "Hosts") from any action or causes of action for personal injury, wrongful death, or property damage, 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 personal injury, causes of action, 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 liability, loss, cost or damage (including but not limited to attorney fees) which we may incur as a result of property damage, injury, or death, to the undersigned, or from suit from such personal injury, death, and/or property damage to the undersigned. If we are a Group Host Member, we further agree to save and hold harmless the Hosts and each of them from any liability, loss, cost or damage (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 the United States, and this Agreement shall be interpreted under the laws of North Carolina. 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 effect and full force.

Attending any The Going Place event, function or party signifies that we (and any guests we bring) have read and voluntarily agree to the release and waiver of liability and indemnity Agreement and further agree that no oral representations, inducements or statements 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 that may be present when engaging in the Activities, and are fully aware of the legal consequences and ramifications of agreeing to this Liability Waiver.

By submitting, I agree that all information entered was done so truthfully and accurately.

| Signature | Printed Name | Date |
|-----------|--------------|-------|
| _____ | _____ | _____ |

| Signature | Printed Name | Date |
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| _____ | _____ | _____ |

THE GOING PLACE

Rules of Conduct

1. Applicants must be 21 years of age to enter the premise and hold a membership.
2. The annual membership fee is \$5.00. Each couple donation will be \$40.00 for each visit. Single females may enter at any time for donation of \$10. Single males may only enter with a couple for a donation of \$40.00, and must leave when the couple leaves. There will be a maximum of 5 single males allowed entrance per night, so they must R.S.V.P. These Prices and terms are subject to change without notice or for special events.
3. The only valid forms of identification that we will accept are state issued driver's license, or state issued Identification card. Which must be presented each time you enter the premise. No exceptions.
4. There is a zero tolerance policy on drugs and prostitution. Any drug use/sale or prostitution on these premise will result in automatic revocation of your membership, and you will not be allowed to return. Wilmington Police Department will be notified of these instances.
5. To protect our member's privacy, absolutely no photography will be allowed. If you are caught doing so, this will result in revocation of your membership.
6. Please have respect for other members, **NO MEANS NO!!!!** Do not touch anyone without their prior consent. We do have security in place, should you disrespect another member, you will be warned only one time, and the second warning will result in ejection of the club. Membership may be revoked at any given time without notice.
7. Fighting and belligerent behavior will not be tolerated.
8. Intoxicated person(s) will not be allowed admittance into the club.
9. You may bring your own alcohol, however it may only be beer or wine. Liquor is not allowed on the club premises.
10. Please be respectful of everyone. We are all here to have a good time. Use common sense. Please clean up after yourselves if you utilize one of the rooms. Security is in place for your protection and to help you, don't be afraid to approach them. Last of all, Have fun, and enjoy our club!!!

By signing below, I consent that I have read and agree to abide by the aforementioned rules. I also understand that my membership may be revoked at any given time without prior notice from "The Going Place". I understand that if I do not adhere to these rules, it may result in either ejection from the club, or revocation of my membership. I will not hold "The Going Place" liable for lost or stolen items.

Signature

Date

Signature

Date