

# LIABILITY WAIVER, RELEASE OF CLAIMS, AND CONSENT AGREEMENT

## Lake Cadillac Resort & Club Whisper Lifestyle Events

This Liability Waiver, Release of Claims, and Consent Agreement (“Agreement”) is entered into by the undersigned participant (“Participant”) in favor of **Lake Cadillac Resort** and **Club Whisper**, including their owners, officers, employees, agents, affiliates, volunteers, and representatives (collectively referred to as “Released Parties”).

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### 1. Nature of Lifestyle Events

Participant acknowledges that they are voluntarily attending and/or participating in **adult-oriented lifestyle events** hosted, organized, or associated with **Club Whisper** at or in connection with **Lake Cadillac Resort** (“Events”).

Participant understands that these Events may include, but are not limited to:

- Social interaction of an intimate or sexual nature
- Exposure to nudity or sexually explicit behavior
- Participation in consensual adult activities with other participants

Participant affirms they are at least **18 years of age** and legally permitted to attend such Events under the laws of Michigan.

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### 2. Assumption of Risk

Participant understands and acknowledges that participation in the Events involves inherent risks, including but not limited to:

- Physical injury or illness
- Emotional or psychological distress
- Exposure to communicable diseases, including sexually transmitted infections (STIs)
- Interaction with other participants whose behavior is outside the control of the Released Parties

Participant voluntarily assumes **all risks**, known and unknown, associated with participation in the Events.

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### 3. Affirmative Consent and Personal Responsibility

Participant acknowledges and agrees to the following principles of **affirmative, ongoing consent**:

- **Consent must be clearly and voluntarily given by all parties involved** prior to any physical or sexual interaction
- **Consent may be withdrawn at any time**, for any reason
- **Silence, passivity, or intoxication does not constitute consent**
- Participant agrees to **immediately respect all boundaries and refusals**
- Participant will not engage in any activity with a person who appears impaired, coerced, or unable to give informed consent

Participant understands they are **solely responsible for their own actions and decisions**, including ensuring all interactions are consensual.

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### 4. Release and Waiver of Liability

To the fullest extent permitted by law, Participant hereby **releases, waives, discharges, and covenants not to sue Lake Cadillac Resort** and its Released Parties from any and all liability, claims, demands, actions, or causes of action arising out of or related to:

- Participation in any Club Whisper Event
- Presence on the premises during such Events
- Any interactions, conduct, or activities involving other participants

This includes, but is not limited to, claims for **negligence, personal injury, emotional distress, or exposure to illness**.

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### 5. Indemnification

Participant agrees to indemnify, defend, and hold harmless the Released Parties from any loss, liability, damage, or costs (including reasonable attorney fees) arising from:

- Participant's conduct or participation
  - Any violation of this Agreement
  - Any claim brought by a third party resulting from Participant's actions
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## 6. Code of Conduct

Participant agrees to:

- Follow all event rules, posted policies, and staff instructions
- Treat all individuals with **respect, dignity, and discretion**
- Maintain **confidentiality and privacy** of all participants
- Refrain from harassment, coercion, aggressive behavior, or non-consensual conduct
- Comply with all applicable local, state, and federal laws

Violation of these rules may result in **immediate removal without refund** and possible involvement of law enforcement.

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## 7. Substance Use and Capacity

Participant agrees that:

- They will not engage in any activity while **so impaired by alcohol or substances** that they cannot provide informed consent
  - They will not initiate or engage with others who appear impaired or unable to consent
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## 8. Health Acknowledgment

Participant acknowledges:

- They are responsible for their own health and sexual health decisions
  - The Released Parties **do not screen participants for STIs or health conditions**
  - Participation is at their own risk regarding health exposure
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## 9. No Responsibility for Personal Property

Participant understands that **Lake Cadillac Resort** is not responsible for any lost, stolen, or damaged personal property.

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## 10. Photography, Recording, and Privacy

- **No photography or recording is permitted** without explicit prior consent of all individuals involved
  - Unauthorized recording or sharing of images or information may result in removal and legal action
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## 11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

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## 12. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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## 13. Acknowledgment and Voluntary Execution

Participant acknowledges that:

- They have read and fully understand this Agreement
  - They understand the nature of the Events and associated risks
  - They are signing this Agreement **freely and voluntarily**, without coercion
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**Participant Name (Printed):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**Emergency Contact Name:** \_\_\_\_\_

**Emergency Contact Phone Number:** \_\_\_\_\_