



MEMBER NUMBER _____

EXPIRATION DATE _____

MEMBERSHIP APPLICATION

Circle One

New Renewal

Name:	Preferred Name
Birth Date:	E-mail:
Drivers License or ID #:	May we contact you? YES NO
State in which ID is issued:	How do you prefer to be contacted?

OHIOSMART CODE OF CONDUCT

Statement of Principle

OhioSMART is a private, non-profit, membership organization with an all-volunteer board of directors and staff. We are committed to providing a fun, creative, and educational environment that is free from harassment, abusive behavior, and consent violations. The board is dedicated to furthering freedom of expression in tandem with personal accountability, while driving to eliminate abusive behaviors. OhioSMART expects high standards of behavior and education and will make every effort to ensure all members and guests act responsibly and with sensitivity.

The following actions may be cause for removal from an event, revocation of membership, or banning:

- Consent Violations
 - Examples include but are not limited to: failure to honor and use safewords, failure to honor stated limits and/or boundaries, violations of personal space and/or boundaries, violations of the photography policy.
- Abusive Behavior/Harassment
 - Examples include but are not limited to: bullying, coercion, unwanted sexual advances, intimidation, non-consensual physical abuse, and defamation.

Violation of this Code of Conduct

The OhioSMART Board takes reports very seriously. If at an event or online forum, you are being harassed, have your consent violated, or even just see another member or guest making others uncomfortable, please report this to a Board Member as soon as possible. We encourage individuals to report any code of conduct violations that occur at an event, during that event and as soon as you feel safe to do so. We recognize that sometimes reports cannot be made immediately. To make a report after an event, please email board@ohiosmart.org.

Review Process

A- If a violation of this code of conduct is witnessed or disclosed during an event, any Board member is empowered to resolve the matter according to their own judgment in the moment, including ejection from the event. Any such cases will also be reported to the rest of the Board for further discussion/management.

B- Issues submitted via email will be reviewed by the OhioSMART Board of Directors, who will consider the issue(s) at the least as a set of data points, useful in seeking patterns of behavior surrounding an individual.

C- Action taken can range from a warning, to removal from a single event, to revocation of membership, to banning from all OhioSMART events.

EXPECTATIONS FOR BECOMING AN OHIOSMART MEMBER

Code of Conduct: Abide by code of conduct in person and in online forums including Fetlife and the OhioSMART website

Age & Agreement: OhioSMART members must be at least 19 years old, must show proof of age and agree to and follow all rules of OhioSMART. I agree that I am not required to register in any state as a sex offender and I have never been convicted of any sexual related felony.

Confidentiality: All information about identities and activities of OhioSMART participants is held in strict confidence by all participants, including but not limited to names, telephone numbers, addresses and all personal information.

Consensuality: All activities and discussions at OhioSMART events are agreed upon by all parties involved and all participants must be able to consent. All participants will respect as final the decision of anyone to not participate in any activity. Be aware that all are also responsible for communicating personal preferences and boundaries to others. Do not exceed your personal limits or that of another. And stop any activity immediately if requested by another participant, an OhioSMART board member, or a Play Space Monitor.

Drugs & Alcohol: No illegal drugs or alcoholic beverages are allowed at any OhioSMART event. No member or guest shall be under the influence of any illegal drug or alcoholic beverage while on the premises of an OhioSMART event or they will be asked to leave at the discretion of the Board.

Cameras: At no time may participants use cameras or recording devices at any OhioSMART event. THIS INCLUDES CELL PHONES and ELECTRONIC DEVICES! The official SMART phone may be available for pictures on request, but will not photograph anyone who has not explicitly consented to being included.

Safety: All activities at an OhioSMART event must be performed in a safe, consensual fashion. The judgment of the Board and Play Space Monitors will be adhered to implicitly.

Solicitation: No participant may solicit or request services for monetary consideration or favors of any kind, sexual or non-sexual.

Vending: No participant may vend or offer items for monetary value during any play party or meeting without express permission of the Board

Knowledge: Read the organization's bylaws (located on the Fetlife page or available via email) to maintain knowledge of what our organization is about and an understanding of how it is run and what your rights as a member are.

Commitment: Volunteer at events throughout the year (bring food, do a door shift, a PSM shift, help tear down at the end of events and take out trash, clean up after oneself throughout any event) We are a self-run community and it takes all members pitching in to do their part for us to continue what we do.

Common sense policy:

All OhioSMART rules, policies and guidelines apply to all members or persons in attendance at any and all OhioSMART events. All OhioSMART rules, policies and guidelines further extend to online activity including but not limited to Fetlife and the OhioSMART website.

Discretion Policy:

If a person or persons knowingly or unknowingly jeopardize the safety or sanctity of OhioSMART, its members, or events, the offending person(s) may be immediately ejected from any event at the sole discretion of the OhioSMART board members present. The OhioSMART board may take additional action, up to and including permanent ban from OhioSMART events or activities, in accordance with the bylaws.

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT.

Waiver: In consideration of permission to use, today and on all future dates until membership expiration date, the property, the facilities, and the services of OhioSMART, I, on behalf of myself, my heirs, personal representatives, or assigns, **do hereby release, waive, discharge, and covenant not to sue**, OhioSMART, its board members, employees, and play space monitors from liability **from any claim arising from ordinary negligence** of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illness arising from participation in any and all events 2) any and all claims from the damage to, loss of, or theft of property.

Indemnification: I also agree to **hold harmless and indemnify** OhioSMART from all claims resulting from my negligence or intentional act and to reimburse them for any expenses incurred as a result of my involvement at OhioSMART. I further agree to pay all costs and attorneys' fees incurred by OhioSMART in investigating and defending a claim or suit brought against OhioSMART for my negligence or intentional act.

Severability and Venue: The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. If an action is brought, I agree to bring any action in the County of Cuyahoga located in the State of Ohio and agree that the laws of the State of Ohio shall apply.

Acknowledgment of Understanding: I have read the **Waiver** and the **Code of Conduct**, I am of sound mind and body, I am legally able to consent, and I have provided my state issued identification or United States Passport to an OhioSMART representative. **I understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, **and intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law in the State of Ohio.

Red Door Dungeon Events: For every event held at The Red Door Dungeon, I agree to agree to hold harmless and unconditionally indemnify Red Door Dungeon against and for all liability, cost expenses, claims, and damages which Red Door Dungeon may at any time suffer or sustain or become liable for by reason of accidents, damages, injuries or occurrences (1) to any persons or their property (2) to the person or property of both of OhioSMART, of Red Door Dungeon or any other party or entity, or (3) to the workmen, employees, guests, invitees or either party to this contract (or their property), in any manner arising from or in any manner relating to the events planned, including but not limited to any negligent act or omission of Red Door Dungeon, its officers agents, or employees and including but not limited to any willful or negligent acts or omissions of OhioSMART.

Printed Legal

Name _____ Signature _____ Date _____

ASSUMPTION OF RISK AGREEMENT

Assumption of Inherent Risks: BDSM is a physical activity that by its nature involves certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. OhioSMART has facilities for and provides for activities that involve BDSM activities such as, **but not limited to**, spanking, whipping, flogging, needle play, fire play, restraint, sensory deprivation, and verbal abuse. These activities involve certain inherent risks of injury. These activities involve speed, quick movements, and change of direction.

The specific risks vary from one activity to another, but in each activity, there is a risk of minor injury, serious injury, and/or death.

I have read the previous paragraphs and **I know the nature of the activities** at OhioSMART. I understand that I can be injured by these activities whether I am a participant or an observer. I understand that other participants may have skill sets greater or less than mine, therefore, I understand that this can alter the activity and its outcome. **I appreciate the types of injuries that are possible and hereby assert that my participation is voluntary and I knowingly assume all risks.**

I have read this assumption of risk and fully understand its terms. I acknowledge that I am signing this agreement freely and voluntarily and I intend my signature to **signify a complete assumption of the inherent risks of participating in and/or observing BDSM activities at OhioSMART events** to the greatest extent allowed by the laws of the State of Ohio.

I understand that should I violate any of the above agreements I may be asked to leave the event and/or the organization.

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Name _____ Signature _____ Date _____

For Office Use Only

Party & Meeting Meeting/Party Only SMART Verification _____ Date _____

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