

Membership Application Agreement & Liability Waiver

All members are required to read, understand, and agree in writing to the following.



By my signature on this document, I agree that I am choosing of my own free will, having read the Code of Conduct supplied to me, and/or informed of location of posted copy; and being willing to abide by the same, without exception, to become a member of Denver Jacks, herein referred to as "M.E.N of CO"; and to grant a release from liability as set forth in detail below. I understand and agree, in choosing to become a member of M.E.N of CO, that I thereby may have the opportunity to participate in adult sexual situations at certain M.E.N of CO Events (an "Event") now or in the future, that I choose to attend as a member of M.E.N of CO, and that many of those sexual situations may include, but are not limited to, sexual touching, masturbation and kissing, and, although strictly prohibited under the M.E.N of CO Code of Conduct, could include oral and anal intercourse, and that I understand the nature and risk of these sexual activities.

I understand that I have the right to cancel my membership at any time upon submitting a completed cancellation form and returning this form and any membership card(s) by mail or in person, to M.E.N of CO and I understand that upon cancellation of my membership, I will not be able to rejoin or participate as a member for one calendar year following my cancellation. I also understand and accept that M.E.N of CO shall retain the right to cancel my membership at any time, with or without cause, and I shall have no right to a refund of my membership fees, dues or any other payments made to M.E.N of CO if cancellation is for cause, and that a refund if cancellation is without cause is at the sole discretion of M.E.N of CO, its officer, agents, principles or those acting with its authority and/or permissions. I understand that as a member, I am not entitled to any refund of payments for dues or fees and may not qualify for any discounts or privileges granted specifically to annual members.

I hereby warrant and certify that to the best of my knowledge I do not have any actively contagious diseases, conditions or symptoms of, including but not limited to Influenza, Hepatitis, Mumps, Norovirus, Pertussis, Tuberculosis, Coronavirus; or "sexually transmittable diseases," meaning those including, but not limited to diseases defined by C.R.S § 25-4-401, "Sexually Transmitted Infection - Definitions" as amended from time to time, as a bacterial, viral, fungal, or parasitic disease, determined to be sexually transmitted. If I have or acquire any such contagious disease, condition or sexually transmittable disease, such as HIV, HSV2, or HPV, that I agree to take all possible measures to prevent its transmission to others including but not limited to: not attending an Event if the disease or condition is likely to be transmittable by casual contact; and in all cases by avoidance of any person-to-person contact at an Event that is likely to result in direct introduction of blood, semen or other bodily fluids, into the eye, an open cut or wound, or other interruption of the epidermis.

Signing this Agreement and Liability Waiver (hereinafter, "Agreement") is a prerequisite to attending any Event hosted by M.E.N of CO. M.E.N of CO will keep this Agreement on file for members and members who have signed this Agreement will be bound to its terms until the member either cancels their membership or instructs M.E.N of CO that they no longer wish to be bound by the Agreement. A breach of this Agreement by the member can result in termination of the member's membership with M.E.N of CO with no refund offered.

I agree and affirm that I will not attend any Event hosted by M.E.N of CO if I have experienced any symptoms of monkeypox, COVID-19 or respiratory illness in the 72 hours prior to the start of any said Event. Symptoms include, but are not limited to:

- fever or feeling feverish (100.4°F or greater)
- rash on or near the genitals, anus, hands, feet, chest, face, mouth or other areas
- chills
- swollen lymph glands
- cough or shortness of breath
- headache
- gastrointestinal (G-I) upset such as nausea, vomiting, or diarrhea
- respiratory symptoms, such as runny nose or sinus congestion
- unusual or unexplainable fatigue
- muscle pains or body ache not attributed to exercise
- loss of sense of taste and/or loss of sense of smell

I agree and affirm that I will not attend any Event hosted by M.E.N of CO if I have knowingly been exposed to or in contact* with anyone who has experienced any of the above symptoms within 10 days of any Event. *"In contact" is defined as being within 6 feet or closer for 15 min or longer with an infected person within a 24 hr. period OR having direct contact with fluids from a person with COVID-19. I agree and affirm that I will not attend any Event hosted by M.E.N of CO if I have had a positive test for or symptoms of the SARS-CoV-2 or monkeypox viruses within 14 days of the Event. I agree and affirm that I will not attend any Event hosted by M.E.N of CO if I am directed by a health professional to self-monitor, self-isolate, or self-quarantine because of concerns of COVID-19 infection or any other transmissible disease. By participating as a member or guest in any M.E.N of CO Event, I affirm my understanding that any interaction with the general public poses an inherent risk of exposure to COVID-19, monkeypox or other contagious infections and that the precautions taken by M.E.N of CO cannot eliminate that risk.

I agree to hold harmless M.E.N of CO; its volunteers and board members; and all other participants of M.E.N of CO personnel, for any illness, personal injury, or loss of personal property that occurs as a result of my participation at any M.E.N of CO Event. I hereby affirm all the above by my signature below.

In consideration of my being permitted to join M.E.N of CO, I hereby release, discharge and agree to hold harmless all individuals in any way involved in or participating in M.E.N of CO Events, or in arranging these Events and including in this regard any/all corporations, building and/or property owners, managers, leasing agents, companies and/or its representatives; all M.E.N of CO managers, agents, individuals, owners, and/or its agents, heirs, suppliers, legal representatives, individuals, members and assigns, those for whom it is acting or those acting with its authority and permission, affiliates, distributors, subsidiaries and advertisers from any and all liability arising from my participation in any activity that occurs there, including sexual activity, even if I, as a member or participant, contract a contagious disease or other condition or a sexually transmitted disease (as defined above) as a result of my activities or attendance at an Event.

I hereby warrant that I am legally able to make my own decisions and am not under a legal guardianship or conservatorship or other form of supervision that requires the consent of a court or another person or persons for me to attend or participate in any Event. I hereby certify I am not under the care of a physician or other health care provider for any illness that might impair or prevent my attendance or participation in any Event I choose to attend, and that I am not under the influence of any medication or other substance that impairs my ability to understand my rights and obligations under this Agreement and waiver.

I hereby warrant that I do not identify as female or a woman, and am of full legal age (18 or over), and have the right to contract in my own name. I have not been induced to sign the same by any consideration other than those recited above. Under penalty of perjury under the Laws of the State of Colorado, I certify that all statements, waivers, and warranties made in this release are true, and that my signature below is a true and accurate signature. I agree that any dispute arising from this Agreement and release shall be resolved through mediation, or if that shall be unavailing, by arbitration under the rules of the American Arbitration Association in an arbitration proceeding conducted in the City & County of Denver, State of Colorado. The prevailing party shall be entitled to an award of its reasonable attorney fees and costs by the arbitral panel.

I assert the following: (a) I indemnify M.E.N of CO against any and all claims, and will not hold M.E.N of CO responsible for any legal, professional, financial, physical, interpersonal, and/or medical ramifications that may arise as a result of participating in Events, (b) that I am neither a member, nor agent, nor representative of any law-enforcement agency or body, at the local, county, state, federal, international or any other jurisdictional level, seeking to entrap or prosecute M.E.N of CO, its affiliates, members, agents, individuals, or those acting with its authority and/or permissions, or principals thereof. Moreover, that if I meet any of the preceding criteria, that I am not protected by prosecutorial immunity or any other legal arrangements conceived to permit me to violate the terms of this Agreement.

I certify that I have been advised I have the right to seek independent legal counsel to advise me before signing this Agreement release and have had the opportunity to do so or have waived this right by not doing so.

Name: _____
FIRST & LAST PLEASE PRINT LEGIBLY

Signature: _____

DOB: _____ Date: _____
MM / DD / YYYY

>> FOR CLUB USE <<		
DATE:		
MEMBERSHIP	30-DAY / \$20	ANNUAL / \$40
DL / MEMBER #		
<small>INCLUDE LEADING ZEROS</small>		