

# Austin Kink Weekend

## AGREEMENT AND RELEASE OF LIABILITY

**Code of Conduct:** I have read through and agree to the [Code of Conduct](https://www.austinkinkweekend.com/code-of-conduct) that is listed on the Austin Kink Weekend (AKW) website at <https://www.austinkinkweekend.com/code-of-conduct>. I understand that any violation of the Code of Conduct may result in sanctions from participating in or overall removal from this event. Severe infractions may result in denied access to any AKW sponsored or hosted events in the future.

**Voluntary Participation:** I am freely and voluntarily choosing to attend and participate in these events and to view and/or participate in activities that I know are adult-oriented and sexually explicit and that involve acts of domination, submission, discipline, sadism, masochism, and other explicit and extreme sexual fetishes and activities, including, but not limited to, spanking, paddling, whipping, waxing, piercing, knife play, bondage, bondage suspension, fisting and other activities involving oral, vaginal and anal penetration that may not be listed here. I understand that these activities involve certain risks, including, but not limited to, the possible negligent or reckless conduct of other participants.

**Dungeon Participation:** Dungeon participation is governed by the rules and guidelines listed in the [Austin](#) Kink Weekend Dungeon Rules agreement that I have received a copy of and is posted in the dungeon areas of the venue during the event. Any rule, direction, or use of the weekend safe word **RED** by the Dungeon Master or Coordinators shall be followed, or I understand that I may be ejected from the dungeon area or the event. **The decision of the Dungeon Master in the dungeon space is final.**

**Consent:** By completing your purchase, I state that I understand that consent exists when two or more parties of legal age negotiate their interactions before selecting or interacting with a potential partner for a scene. Sole responsibility for consent negotiations lies with the participants of the scene. A Dungeon Master or Dungeon Coordinator may serve as a witness for any consent negotiation during AKW sponsored parties. Consent may be withdrawn by either party, at any time, by using either the negotiated safe word between the participants of the scene, or the weekend safe word, **RED**. If consent is withdrawn, I understand that the scene or action should be stopped immediately or as soon as it is safe to do so. Should a consent violation occur, I agree to notify the Dungeon Master, a Dungeon Coordinator, or any member of the AKW staff at the earliest possible safe opportunity.

**Assumption of Risk:** I AM AWARE THAT THESE ACTIVITIES ARE CONSIDERED EXTREMELY HAZARDOUS. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH FULL KNOWLEDGE OF THE DANGER INVOLVED AND I ACCEPT AND I ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH.

**Release:** As consideration for being permitted to enter any AKW event, to view or participate in these activities, and use the facilities and equipment provided, I agree that neither I, nor anyone through me or on my behalf, will make any claim against or sue AKW, the host, anyone affiliated with them, including but not limited to, friends, associates, guests, agents, landlords, volunteers, promoters, owners, lessors or suppliers of the premises or the owners, lessors or suppliers of equipment used in

Austin Kink Weekend USE ONLY

connection with the event, for any injury or damage suffered by me at any time during my presence at the event or as a result of my participation in any activities at the event, and I hereby release, waive and forever discharge them, their heirs, administrators, executors and assigns, from any and all claims, demands, action, or rights of action, of whatever kind or nature, either in law or in equity, arising from, or by reason of, my attendance at, or participation in, the event or activities.

**Contractual Indemnity:** I agree to contractually indemnify and hold harmless the Host and all those individuals and entities described in the previous paragraphs from any loss, theft, liability, injury, damage or cost that may occur or that they may incur due to my presence or my actions, or from any injury or loss that I may incur during the AKW event whether caused by my own negligence or the negligent or intentional acts of another. This indemnity is contractual and I hereby indemnify and agree to compensate all entities described in the previous paragraph for any loss, claims, judgments, settlements, including any and all attorneys' fees incurred in defending against any such claims regardless of who is a prevailing party. The intention of this paragraph is to require that I be contractually obligated to compensate the listed entities for any financial losses or claims assessed against them arising out of my presence or any injuries, loss, or damages that I incur at any AKW event for which they may be held liable.

**RELEASE AND WAIVER OF LIABILITY FOR NEGLIGENCE. PARTICIPANT HEREBY EXPRESSLY RELEASES, WAIVES, AND FOREVER DISCHARGES Event Organizer, its owners, officers, directors, employees, agents, volunteers, and contractors FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, OR LIABILITY OF ANY KIND, INCLUDING CLAIMS ARISING FROM THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OF EVENT ORGANIZER OR OTHER LISTED PARTIES, whether active or passive, TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, for personal injury, death, property damage, or other loss sustained by Participant arising out of or related to participation in the event, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF EVENT ORGANIZER OR OTHER LISTED PARTIES, except to the extent prohibited by law.**

**Knowing and Voluntary Execution: I HAVE CAREFULLY READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND AUSTIN KINK WEEKEND AND THAT I AM GIVING UP MANY LEGAL RIGHTS AND REMEDIES BY SIGNING IT.**

**We reserve the right to decline admission without stating a reason. Legal identification must be shown.**

# Austin Kink Weekend

## EVENT PHOTOGRAPHY AGREEMENT

**Event Photography Agreement:** I give Austin Kink Weekend and its Producers, photographers, legal representatives, agents or assigns, the absolute and irrevocable right and permission to copyright, use, reuse, broadcast and/or publish any and all photographic pictures of me which shall be taken during the Austin Kink Weekend event. This shall include portraits or reproductions thereof made through any media. Further such rights shall include the right to use such through any media, for any purpose whatsoever including but not limited to promotional and advertising uses, and other trade purposes. I hereby waive any right to inspect or approve the finished photographic pictures, or the method of their eventual use which may be used in conjunction therewith. I also consent and grant the right for the use of any printed matter in conjunction with the foregoing.

**No Photography Zones:** Areas of the Austin Kink Weekend may be designated as “**No Photography Zones**”. These zones will have signage prominently displaying that no photography will be allowed in the space. If photographs are taken in a designated “No Photography Zone” space, the person will be asked to delete the photo and confirm deletion of the photo. If additional photographs are taken, then the person will be asked to leave the space and may be asked to leave the event. Such actions will be taken by the Austin Kink Weekend Operations team on a case-by-case basis.

**Reasonable Accommodation:** Austin Kink Weekend is an event that occurs in a potentially public space. Reasonable accommodation will be offered if you do not wish to be photographed at the event. If you choose not to be included in a candid photograph, we ask that you step out of the frame while others may have their photograph taken. Austin Kink Weekend is not responsible for your inclusion in large group or crowd shots in large gathering areas.

**We reserve the right to decline admission without stating a reason. Legal identification must be shown.**

# Austin Kink Weekend

## CONDUCT AGREEMENT

Even though Austin Kink Weekend has reserved the entire hotel conference space for attendees, you must still dress in a manner that is PG rated or more conservative when in ANY public area - this includes but is not limited to the lobby, the bar, the restaurant, and hallways.

You must wear street legal attire that covers the buttocks, breasts and genitals. Please be respectful of the hotel employees. If your attire is revealing, please be sure to wear a cover-up in any area of the hotel in which you may encounter hotel employees. **The hotel staff has consented to only see street legal PG attire.**

Do not walk around in the public areas of the hotel with toys hanging from your belt, clothing or anywhere visible on your person. Use a toy bag. **The hotel staff has not consented to see your toys.**

When in public areas of the hotel, please use good judgment and be discreet when conversing about BDSM activities in front of hotel staff. Absolutely no BDSM play may take place in the public areas of the hotel. Save it for the privacy of your hotel room, or the play space. **The hotel staff has not consented to see BDSM activities.**

Unless there is an issue in your personal hotel room, please contact the Austin Kink Weekend staff before you contact the hotel staff if you have any issues requiring attention.

If at ANY time you are asked to stop ANY activity by ANY person, please stop immediately. Once you have stopped doing whatever it was you were doing, then you can have a conversation about what the issue is.

Always practice common sense and common courtesy towards all people, including the hotel staff and other guests. Be kind to each other, remember that you are representing our community. Avoid exposing anyone to non-consensual kink.

Some members of our community are highly affected by scented products. Please eliminate or reduce the use of scented personal care products as much as you are able.

You must have **EXPLICIT CONSENT** before taking anyone's photographs. Consent may be withdrawn at any time. You must explain to the subjects of the photos where the photos will be used. Please respect the right of privacy regarding posting photos to social media.

By purchasing your ticket, you agree and understand the Austin Kink Weekend cancellation and  refund policy.

By purchasing your ticket, you acknowledge sufficient opportunity to read this entire document. I have read and understood it, and as indicated by my electronic signature, I agree to be bound by its terms. I understand that if I violate the terms of this Agreement, I may be removed from the premises and NOT allowed to return. No refunds shall be given.

**We reserve the right to decline admission without stating a reason. Legal identification must be shown.**

# Austin Kink Weekend

## TICKET RESELL, REFUND, AND CANCELLATION POLICY

**Ticket Resale:** Austin Kink Weekend will allow you to resell your ticket via our platform for the face cost of the purchased ticket. Resell tickets that are sold via any other method will not be honored. Ticket Holder information must match the name of the person who purchased the ticket or who the ticket was designated for.

**Ticket Refunds:** Austin Kink Weekend may allow you to receive a refund of your purchased ticket(s) should you choose not to attend the event. The refund period below applies:

Up to 60 days prior to the event:	100% refund (minus ticketing vendor fees)
30-59 days prior to the event:	50% (minus ticketing vendor fees)
Less than 30 days prior to the event:	No refunds

**Event Cancellation:** Austin Kink Weekend will refund your ticket minus any applicable service fees from our ticketing vendor.