**Welcome to Diosa’s**

**Waiver, Release of Liability and Assumption of Risks for**

**The Winston Corporation, Inc., (aka “Diosa’s”), Winchester, VA 22601, Lessee, and all Assigns**

**Disclaimer:** The Winston Corporation, Inc., is not responsible for any injury, including death or loss of property to any person while on the above referenced premise (aka/dba “Diosa’s”) including, but not limited to, the utilization of any equipment or the playing, practicing or watching of any activity occurring in or about the premises.

In consideration of my participation in the event, I hereby release and covenant not to initiate nor participate with any litigation toward the organizers or others associated with the organizers, including owners, shareholders, directors, officers, employees, representatives, members, volunteers, agents and lessees from any and all present and future claims resulting from ordinary negligence and inherent risk of use of the facilities and equipment of the venue and the event, or the organizers, including, but not limited to any loss, injury, damage or liability sustained by me while on or about the premises.

I am fully aware and understand that neither the venue nor the event has a contract with any medical services or provisions for ordinary or emergency medical services including, but not limited to, emergency cardiovascular assistance. However, there may be private members of the event staff in attendance that are CPR certified and first aid trained and may render assistance if appropriate, in which case they will be protected by standard Good Samaritan provisions releasing them from liability.

I am also fully aware and understand that such losses, injury, disability or death may result from the actions, inactions or negligence on my part, on the part of the premises, on the part of the organizers, on the part of others, the rules of play, the condition of the premises or the condition of the organizer’s ‘event’ equipment. I agree that immediately prior to participating in any activity at the event facilities I will inspect the facilities and equipment to be used and if any defect is apparent I will not use the facility or equipment and I will notify the organizers of the defect. I further agree that if I am not knowledgeable in the use of any of the event’s facilities or equipment I will obtain instruction in the proper use of

the facility or equipment from a qualified individual before I use the facility or equipment. I assume the forgoing risks and accept personal responsibility for any damages and loss following any loss of property, injury, permanent, disability or death resulting there from.

I am aware that the event is an adult oriented function. I understand that I may be exposed to nudity and sexual situations between consenting adults. I certify that I am at least 18 years of age as of the date below. I certify that I am not an on duty member of law enforcement or related agency, the press, a private investigator, nor any party or group seeking to harm/expose the organizers, participants, this venue, or the Lessee.

I certify that the state issued identification I have provided for proof of age has not been tampered with in any way, shape or form so as to provide false information to the event or organizers. I certify that I am not carrying or using any transmitting, imaging or recording devices (including any cellular phones) while at the event, in accordance with posted space-specific rules, unless previously authorized to do so by the organizers of the event. I understand that if I am in violation of these rules, my membership may be revoked with no refund of fees paid, and I may be banned from participation in any future events.

I will abide by all event rules. Violations may result in immediate request to leave the event. I have read and fully understand the above waiver, release, and assumption of risks and fully understand that I have given up substantial rights.

I affirm that I am physically fit and mentally stable, able to engage in activities that are wholly my choice, decided without influence nor coercion.

If I have any questions about any of these rules, I will ask for clarification before signing in agreement.

All signatures, legal names and/or any other information set forth by you will be held in the strictest confidence. The information is required for the equal protection and security of all participants.

The Winston Corporation, Inc., (aka Diosa’s) a private, membership, social club created for education, socialization and participation in the safe, sane, and consensual exploration of BDSM. This is strictly a private invitation venue hosting events which may bar admittance to any person not sponsored nor invited directly by the Hostess. You are purchasing a (temporary) membership with your event fee which has been paid in advance. Money is never exchanged on premise*. I understand and agree that membership and event fees provide me access to the venue only, and are NOT in any way, shape , or form, payment for activities in which I choose to participate in the club.*

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**Confidentiality**

All members have an absolute right to privacy.

A breach of the confidentiality of any attendee is strictly forbidden. Any member caught exposing another member to risk of breach of confidentiality in any way, before, during or after the event, will be banned from further participation in this event, will be permanently banned from all future events **and may face legal action**!

**House Rules**

**VETTING** is required for the safety and comfort of all. Everyone will be vetted in advance and must agree via signature of true legal name to a **Waiver & Non-Disclosure Agreement and House Rules**, immediately upon Membership acceptance. The number of event attendees is limited with a balanced M/F, D/s ratio. **R$VP early to ensure your entry.**

**COST** and payment due dates may vary for each event. Information can be found on the EVENTS PAGE or in the personal invitation via text/email. **NO REFUNDS!**

**DRESS CODE is always greater than casual, *or themed,*** unless otherwise indicated**.**

**Arrive dressed in publicly acceptable attire!!!!**

**This distinguished venue does NOT allow jeans, t-shirts, nor athletic wear/shoes!** True Ladies wear flattering dresses. Gentlemen show their appreciation by being clad in collared, button-up shirts (with or without neckties), and dark coloured slacks. Or, jaunty & refined gender neutrals are also acceptable. The Hostess shows great appreciation for Gents in full suits. ;) ***Security may deny entry for failure to adhere to our strict expectations.***

**PARKING** is located behind the building; there are plenty of well-lit spaces. Allowed event attendees will receive a door code for the keyless lock entry on the back door and further instructions by Noon the day of each event. If you do not use the code you may not be admitted. Text your Hostess (614) 434-6721 and await validation. For everyone's safety ***DO NOT allow someone to enter simultaneously who is not your guest...No assumptions, circumstances change perhaps a Membership has been revoked.***

This is a low-key, nondescript location, securely nestled in a commercial district. Distinguished Members, and honored guests, are reminded to enter and exit the building promptly without drawing additional attention. Drug use of any type will not be tolerated. Don't even risk it in your parked vehicle. NO CONCEALED GUNS! The area is quiet, brightly lit, and has other tenants. Be respectful, please. Diosa’s security monitors the premises often during an event.

**SAFETY ALWAYS!** Invitations and web page access may not be shared without direct permission from The Winston Corporation, Inc., official representatives, agents, or assigns. It is agreed that all activities are **BYOB**, Safe, Sane, & Consensual, between Adults of legal age.

Vetted attendees are encouraged to bring naughty toys, favorite adult beverages, and a bottle of wine or case of water for your gracious Hostesses. **DO NOT BRING FOOD.** Our Bartender will receive your gifts and label your personal beverage. Agree to respect and obey the judgment calls of our Bartenders, Security, and Monitors. **Gratuities of appreciation are allowed.**

​Payments are never exchanged on premise. Financial transactions are satisfied via invoice billing as The Winston Corporation, Inc., or via an Eventbrite link located in the e-Newsletter. No refunds.

**Safe word is: RED**

**Any questions, comments, or concerns?​**

**TEXT** (614)4DIOSA1

(614)434-6721

**EMAIL** VisitDiosa@gmail.com

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**Venue Agreement**

**♥ NO GUNS or weapons that are not approved for play**

**♥ NO CELL PHONES, no photography or recording devices of any sort will be allowed in the facility during any event!**

**The only exception to this rule is the pre-approved event photographer who will photograph by request only.**

**♥ No exchange or transfer of monies or barter is allowed.**

♥ Open fire play is forbidden in any area of any play space either public or private. You may use melting devices such as crock pots for wax, etc. Monitors will extinguish all materials that do not meet this criterion. Please check with a Monitor or the Hostess before setting up a wax scene, for special instructions concerning tarping, etc.

♥ If you participate in any cutting, piercing, or blood play, please (provide) use only sterile instruments and closed sharps containers for disposal of needles/quills, etc. Discuss with the Monitor or the Hostess before setting up any type of blood play scene for special instructions concerning tarping, etc.

♥All play must be consensual and the Monitor and/or Hostess are the final authority in the facility and instructions will be followed at all times.

♥ Respect everyone in attendance by being appropriately quiet when near a scene and keeping a respectful distance.

♥ Do not interfere by word or deed, in any scene, under any circumstances. Some scenes may appear extreme. If you have a problem, walk away. Notify the Monitor or Hostess if you feel the situation warrants.

♥ No alcohol or non-prescription drug use is allowed in, or prior to, entering the location. If you appear to be under the influence, you will be asked to leave immediately.

♥ **CLEAN-UP IS YOUR RESPONSIBILITY** Cleaning supplies are available throughout the play space. Clean & straighten up after your scene. Be polite/aware that someone else will be using the same space after you finish your scene.

♥ If you hear a loud whistle or call out or RED, stop all play immediately and await instructions from the staff/Hostess.

♥ Use of safe words is your personal responsibility. Venue safe words are YELLOW (something needs to be adjusted, but play is not Halted) and RED (all play stops until situation is corrected or the scene ends). If you are going to use a gag in your scene, please arrange to have a non- verbal sign to be used as a safe word.

*I certify that I am at least 18 years of age as of the date below. I certify that I am not an on duty member of law enforcement or related agency, the press, a private investigator, nor any party or group seeking to harm/expose the organizers, participants, this venue, or the Lessee. I affirm that I am physically fit and mentally stable, able to engage in activities that are wholly my choice, decided without influence nor coercion.*

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**Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited, or allowed in limited numbers, the congregation of groups of people.

(dba “Diosa’s”) is granting allowances of personal preventative measures in effort to reduce the likelihood of COVID-19 transmission; however, no physical, nor legal, entity of “Diosa’s” will ever guarantee that you and/or your partner(s) will not become infected with COVID-19.

Further, attending any establishment, including the herein referenced Social Club, could increase everyone’s risk of contracting COVID-19.

By signing and attending, you agree and wholly acknowledge the possibly contagious nature of COVID-19 and voluntarily assume the personal, physical risk that you and your partner(s) may be currently infected or during this event become exposed to or infected with COVID-19.

Attendance of any (Diosa’s) event presents the risk of exposure or infection which may result in personal injury, illness, permanent disability, and death or other related, unforeseen, manifestations. Understand and agree that the risk of becoming exposed to, or infected, by COVID-19 at this, or any Social Club, could result from the actions, omissions, or negligence of Diosa’s owners and establishment and others, including, but not limited to, Social Club employees, volunteers, and participants and their families or partners. You herein, voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury yourself and your partner(s), (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that could be experienced or incurred in connection with attendance at this Social Club or participation in any programs offered (“Claims”). On your own recognizances and on behalf of your heirs, relatives, and partner(s), do hereby release, covenant not to sue, discharge, and hold harmless this Social Club, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You attest to understand and agree that this release includes any Claims based on the actions, omissions, or negligence of this Social Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Social Club activity in any manner.

Lastly, agree to full terms of the enclosed Non-Disclosure agreement to covet, protect, and respect the complete privacy of every person’s identity and their medical conditions or potential exposure to ANY person to ANY condition, ailment, or illness (including, but not limited to, STD’s, HIV, SARS & COVID-19) for all in attendance of this Social Club during each and every visit.

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**Non-Disclosure Agreement**

This Nondisclosure Agreement (the "Agreement") is entered into by and between (DBA Diosa’s) with its principal offices in Winchester, VA ("Disclosing Party") and the below named ("Receiving Party") for the purpose of preventing the unauthorized, unwitting, unknowing disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Signature constitutes agreement in full with no amendments, no alterations, no concessions nor coercions.

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|  | Receiving PartyName:(PRINT)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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**Non-Disclosure Agreement**

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**-END-**