

## **SWFLPlayPalace Privacy Agreement**

**Please read this agreement then copy and paste the signature page to a word document or notepad, print it and bring it with you to the next party.**

- 1. Representation of Good Faith.** We represent that we approach SWFLPlayPalace and its affiliated groups, members and attendees ("the beneficiaries") in a sincere desire to learn about and possibly participate in the philosophy it teaches, intending no harm, interference or disruption to the organization or to the lives of any who adhere to its precepts. In consideration of being permitted to attend an event sponsored by SWFLPlayPalace, we agree as follows.
- 2. Protection of privacy.** We recognize that the philosophy of SWFLPlayPalace is controversial, and that activities conducted in pursuance of it are also, and we will respect the privacy of the beneficiaries, including but not limited to the following: (a) we will not divulge the identity of anyone as a member of SWFLPlayPalace to anyone else without their permission; (b) we will not discuss or disclose any of our experiences in SWFLPlayPalace with anyone outside SWFLPlayPalace, without the permission of SWFLPlayPalace, except that we may discuss our experiences in a way which does not permit the beneficiaries to be identified; (c) we will not disclose the location of any place where we have attended any activities of SWFLPlayPalace without the consent of SWFLPlayPalace. We are not offended by nudity or sexual interaction in our presence in private settings.
- 3. Provision as to police officers and other agents.** SWFLPlayPalace understands that police have a duty to enforce laws and to investigate suspected violations of them, but that the U.S. and Florida Constitutions limit the rights of officers to do certain things without consent. We warrant that, if we are police officers or government agents of any kind, we are present at any SWFLPlayPalace event only in our private, individual capacities. We warrant that, if the foregoing statement should prove to be false, we are investigating any of the beneficiaries without disclosing our official capacity or purpose, and that our presence on any SWFLPlayPalace premises, or those of its affiliates or members, is an entry into private premises without consent, in violation of the 4th Amendment to the U.S. Constitution and the privacy clause of the Florida Constitution; we further warrant that we are here at the direction of our employers and are acting within the scope of our employment. (a) We stipulate that an appropriate amount of liquidated damages for the illegal taking of evidence which results in legal process, civil or criminal, against any of the beneficiaries is five dollars times the number of residents in the county in which the violation occurred, which reflects a reasonable estimate of probable compensatory damages for loss of privacy, including humiliation, emotional distress, necessity to pay legal fees, loss of employment or advancement, and other injuries, the amount of which is uncertain. This amount shall be awarded to each beneficiary against whom civil or criminal process is brought, including execution of a search warrant. (b) If no process is executed but evidence is gathered, the amount shall be two and one half dollars times the number of county residents, awardable to each beneficiary named or described by the evidence; we acknowledge that SWFLPlayPalace and all beneficiaries are affected to some degree by a violation of this subparagraph, consisting of a loss of privacy and a fear that unwarranted charges will someday be brought. A final award under this subparagraph shall not prevent a subsequent proceeding if charges are thereafter filed against a beneficiary, but the first award shall be an offset against the later award.
- 4. Provision as to members of the press.** We represent that, if we are members of the press (including television), we are present at any SWFLPlayPalace event only in our private, individual capacities. We warrant that, if the foregoing statement proves to be false, we are here at the direction of our employers and are acting within the scope of our employment; that we are violating the rights of the beneficiaries to privacy, under common law and the Florida Constitution; and that an appropriate amount of liquidated damages for any published report made which portrays or describes the activities of any beneficiary is ten dollars times the number of readers or viewers of any medium which publishes the report, which reflects a reasonable estimate of probable compensatory damages for loss of privacy, including humiliation, emotional distress, necessity to pay legal fees, loss of employment or advancement, and other injuries, the amount of which is uncertain.  
This amount shall be awarded to each beneficiary named in the report or described in such a way as to permit identification of the beneficiary by application of the description to publicly available information.

**5. Provision for illegal substances in SWFLPlayPalace. No Illegal Drugs or paraphernalia will be allowed in the club, members found with such materials on there position for either use and or distribution will have there membership revoked and Processed with the full extent of the law. We do not tolerate nor do we support the use of illegal substances.**

**6. Indemnity: applies to all. We agree to indemnify and hold harmless the beneficiaries for any harm resulting from our violation of this agreement. If we knowingly give information to a journalist or law enforcement officer, we are liable (a) under the terms of paragraphs 3 or 4, and the beneficiaries may elect liquidated damages under either of those paragraphs which applies, or (b) the indemnification provision of this paragraph, in order to establish the amount of awardable damages. The measure of damages for purposes of indemnification shall be the same as in an action sounding in tort for invasion of privacy, plus any lost wages resulting from loss of employment due to a violation of this agreement. The beneficiaries are entitled to reasonable attorney's fees, both for the enforcement of this agreement and for the prosecution or defense by the beneficiaries of any other legal action initiated as a consequence of our breaching this agreement. The pursuit of any other remedy, including tort, is permitted in addition to the above provisions.**

**7. Notice of compelled or requested testimony. We agree to notify SWFLPlayPalace immediately upon receiving information that either of us will be required or requested to give evidence to any public official or court in any matter relating to SWFLPlayPalace. We agree to assert all available privileges, including this agreement, and not to give such evidence unless compelled by a court. (Remember, you can politely say NO to a police officer requesting a statement. Its your right.)**

**8. Arbitration. In the event of a dispute under this agreement, it shall be enforced by binding arbitration. The arbitration shall take place in Ft. Myers, Florida, under Florida law, and under the International Rules of the American Arbitration Association, unless the parties agree on different rules.**

**9. Rights among beneficiaries. SWFLPlayPalace is an indispensable party to any proceeding to redress a violation of this agreement. Because the interests of SWFLPlayPalace are invariably involved in any such violation, and because SWFLPlayPalace assists in the bringing of such proceedings SWFLPlayPalace shall be entitled to 25% of the monetary award of any other beneficiary in any such proceeding.**

**10. Duration and limitations. This agreement shall continue in force and apply to all attended events and communications between beneficiaries. The period of limitations for any violation of this agreement, including representations and warranties, shall not commence as to a beneficiary until that beneficiary receives actual knowledge of the violation, and shall not be less than four years wherever an action under this agreement is brought.**

**PLEASE BE PREPARED TO SHOW IDENTIFICATION AT THE EVENT.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

Printed Name – His \_\_\_\_\_ Printed Name - Hers \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Telephone \_\_\_\_\_

Email address: \_\_\_\_\_

Signature His \_\_\_\_\_ Signature Hers \_\_\_\_\_

SWFLPlayPalace

Cape Coral, FL

Form: 12/08/2004