

ROCALTA[®]

This SUPPLEMENT TO THE REPORT ON BUSINESS USE CLASSIFICATION is presented to the Urban Design and Planning Division, City of Fort Lauderdale, on August 19, 2019 to augment the original Report presented on August 8, 2019.

It is important to note recent actions by the City Council of the City of Fort Wayne, Indiana taken on August 13, 2019. There is one swingers' club currently operating in Fort Wayne called "Champagne." (See, <https://www.thechampagneclubfw.com/>)

According to the City of Fort Wayne Community Development Division, the City of Fort Wayne and Allen County do not offer general business licensing or permits. http://www.allencountyrecorder.us/Files/Starting_a_Business_Resource_Guide_2017%20FORT%20WAYNE%20IN.pdf

Although the club complied with zoning requirements by locating in a "General Industrial" zone, the council voted Tuesday, August 13, 2019 on a proposed ordinance that aimed to declare live sex act businesses a nuisance, saying they "contribute to the spread of sexually transmitted diseases." The ordinance would have effectively put club Champagne out of business. According to the local NBC station in Fort Wayne:

After an intense and extensive council meeting the swingers club ordinance was dismissed. It was standing room only as members of the swingers club lined the back of the room. An attorney for the club gave the council stats about the Champagne Club.

The attorney said there are 15,281 individual members with 19% of those being residents of Fort Wayne. In order to be part of the club the attorney says you have to pay to be a member, and pass a background check. Everyone brings their own alcohol, the doors are always locked, and there are no windows to the establishment. The attorney added that the club brings an economic benefit for the community saying they estimate \$5-\$10 million in tourism revenue.

One swinger says there is a misconception of what actually happens at a swingers club.

"You go there, you meet lifestyle members, like minded members. It's just a fun place, a safe place it's just a fun place to be at. A lot of dancing, a lot of flirting, a lot of love," he said.

Some councilmen said the Champagne Club puts Fort Wayne in a bad light. While others argued that those who go to the swingers clubs are grown adults making their own decisions. Throughout the discussion of the ordinance morality was talked about extensively.

"I don't think government should be involved. Once I draw that line saying this person's morality is better than that person's where do I stop," said John Crawford. [M.D. – Republican]

“I, in good conscience, can not be an advocate and use the weight of my position to advocate for something I think is immoral. I am also very interested in limited government and I didn’t feel comfortable using the authority and force of government,” said Paul Ensley. [Republican]

“You have to draw the distinction. Is it morality that affects the public at large, verses not? My morality might be different than others, and when it comes to just a strictly moral decision it’s a slippery slope if you start making those decisions purely on morality,” said Michael Barranda. [Attorney – Republican]
<https://fortwaynesbc.com/news/2019/08/13/champagne-club-allowed-to-remain-open/>

The City Council recognized that there was a dearth of evidence to justify classifying swingers’ clubs as a public health hazard. More importantly, the Council realized that they were being asked to make a moral judgment regarding their fellow citizens. They rightfully decided to not make or enforce laws on the basis of moral judgments regarding the legal sexual behavior of grown adults.

How is this relevant to the issue of Rocalta in Fort Lauderdale? It is all about the size and demographics of the swinger constituency and the activity involved. This is not a type of business that should be considered as needing special zoning regulation or relegated to industrial areas alongside junk yards and factories. The 12,000 sq. ft. club in Fort Wayne has over 12,000 members *from outside Fort Wayne* bringing in \$5 to \$10 million in tourism each year. This is not a gathering place of local prostitutes and drug dealers, these are tourists spending money to travel to Fort Wayne – attracted by the swinger’s club! (This is consistent with the income demographics in the original Rocalta Report.)

Let’s look at some more numbers as they affect South Florida. A May 2015 Avvo, Inc.¹ study of relationship trends across the United States found that 55% of men in the United States are not ideologically opposed to open relationships. The same was found true of 38% of women. But, interestingly, this desire for open relationships doesn’t point to a lack of satisfaction in relationships. Of the 70% of U.S. adults currently in a relationship or married, more than 9 in 10 (94%) are satisfied with their relationship.² We can conclude from this data that most people are happy with their partner but more than a third (both sexes) are open to sexual excursions . . . likely together.

Sounds startling, so let’s break that down. The results of the Avvo survey could suggest that as many as 38% of couples (based on female consent) may engage in swinging (open relationships) at some point. Real numbers are hard to ascertain. Rather than extrapolate from the Avvo survey

¹ Avvo is the leading online legal marketplace connecting consumers and lawyers. Avvo’s lawyer directory provides Avvo-rated profiles, client reviews, and peer endorsements for 97 % of all lawyers in the U.S., so consumers can find the lawyer who’s right for them. Avvo conducts periodic studies of topics at the intersection of lifestyle and the law to better understand the issues facing individuals engaging with attorneys and the legal system. Avvo was founded in 2007 and is based in Seattle, WA.

² Methodology. These are findings from an Ipsos poll conducted May 11-15, 2015. For the survey, a sample of 2,001 U.S. adults age 18 and over was interviewed online. The precision of Ipsos online polls is measured using a credibility interval. In this case, the poll has a credibility interval of plus or minus 2.5 percentage points for all respondents. The data were weighted to the U.S. current population data by gender, age, region, and household income based on Census data.

(which may indeed be correct), we look to more conservative estimates cited by the Electronic Journal of Human Sexuality, Volume 12, January 23, 2009. According to that somewhat dated reference, it was estimated that about 4% of the population actively engages in the swinger lifestyle. <https://www.psychologytoday.com/files/attachments/134956/the-swinging-paradigm.pdf>.

The population of Miami Metro Area (which includes Fort Lauderdale) was more than 5.5 million according to the 2010 census. That means there are at least 222,585 people open to the swinger lifestyle in the metro area. The population of Broward County is 1.9 million. That is 78,000 people open to the swinger lifestyle in Broward. 7,202 within the City Limits of Fort Lauderdale. Again, this is probably a most conservative estimate. Using the Avvo survey data, they could go much, much higher. And, none of these figures include tourism attracted by such swinger's clubs.

The physical size of the Rocalta club will be half of "Champagne" in Fort Wayne. So, by comparison, the economic impact could reasonably be \$2.5 to \$5 million in tourism each year. This could be immediately felt by the neighborhood retail businesses near Rocalta like: Milk Money Kitchen; 007 Liquor Store; Warsaw Coffee, *etc.* as well as nearby hotels. (The Rocalta website includes a hotel booking feature.)

By contrast, at that same Fort Wayne City Council meeting, an ordinance to increase regulations for strip clubs passed 5 to 1. The ordinance would, among other things, require strip club owners and employees to have a license for a sexual business. (Not required of the swingers' club in Fort Wayne.)

City councilman John Crawford, M.D. (R), who voted to allow the swingers' club to remain without restriction, voted for additional restrictions on strip clubs, "Mainly because we have had problems year after year after year, and we've tried other things. We've talked about maybe beefing up the ordinance a couple years ago, and we were hoping for more of a voluntary improvement, but we didn't see that." <https://fortwaynesnbc.com/news/2019/08/14/city-council-passes-strip-club-ordinance-club-owners-concerned/>

That one city council meeting sums up what Rocalta has maintained all along – swingers are mainstream in society and swingers' clubs are inherently different than adult sexually oriented entertainment businesses. They should not be arbitrarily lumped together for regulatory purposes on the basis of a moral judgment. We suggest that it is indeed politically unsound to treat such a significant segment of the population as anything but "grown adults making their own decisions" in the words of Fort Wayne Council members. Just the same as any other private membership-based club.

Attached to this Supplement is a copy of the Rocalta Bylaws and Membership Agreement which require applicants' signed affirmation for membership by means of a conspicuous "Scroll-Wrap" which appears when a prospective member seeks to join on the Rocalta website.

YOU MUST SCROLL TO THE BOTTOM TO ACCEPT THE TERMS

Rocalta Club Bylaws and Member Agreement

ROCALTA IS AN UNINCORPORATED, FOR-PROFIT, CORPORATE OWNED PRIVATE CLUB REQUIRING MEMBERSHIP (THE "CLUB"). ALL MEMBERS ARE REQUIRED TO READ, UNDERSTAND AND AGREE TO THE BYLAWS, MEMBERSHIP AGREEMENT AND ALL CLUB RULES (check website www.rocalta.com) FOR GRANTING MEMBERSHIP AND ADMISSION TO THE CLUB.

READ CAREFULLY

THE BYLAWS AND MEMBERSHIP AGREEMENT AFFECT YOUR LEGAL RIGHTS.

YOU ARE BEING MADE AWARE OF THE SEXUAL NATURE OF THE CLUB. DO NOT AGREE TO MEMBERSHIP IF YOU ARE OFFENDED IN ANY WAY BY OPEN NUDDITY OR THE VISIBILITY OF, OR PARTICIPATION WITH, SEXUAL ACTIVITIES OF OTHERS.

By applying for membership in the Club, you agree to and warrant the following:

BYLAWS

ARTICLE I: NAME & PURPOSE

Name – The name of this club shall be Rocalta®, a registered trademark used under authority of duly issued licenses.

Purpose – The purpose of this club shall be: to promote, educate, and encourage the harmony of different sexual and romantic preferences and create a safe environment for the associational preferences of its members. Rocalta strives to facilitate discussions about sex-positivity and provide safe, consensual spaces for these communities to grow.

ARTICLE II: MEMBERSHIP & DUES

Eligibility - Membership shall be open to adults at least 21 years of age who hold compatible lifestyle views of open sexuality and agree to the terms of membership upon payment of the dues as determined by the Club from time to time. All memberships are subject to approval or ratification by the Rocalta parent company at its sole discretion.

Membership is Non-Transferable - If a member is with a new partner that makes them a new couple. They must apply for a new membership with the new partner. Multiple memberships are allowed but only 1 partner per event.

No Vested Rights – Members are granted no rights to vote or acquire equity in the Club. Membership may not be used for professional or work-related benefit. Club reserves the right to refuse, suspend, or revoke membership to anyone for any reason without notice or explanation. Membership is for personal use of individual members and may not be used in connection with any commercial endeavors, organizations, government bodies, media organizations or companies.

No Refunds – Membership dues and user fees (admission fees) are non-refundable for any reason whatsoever.

ARTICLE III: OFFICERS

Officers – The officers shall be a President and Secretary.

Eligibility – Officers will be selected by the parent company of Rocalta at its sole discretion.

Term – The officers shall serve at the pleasure of the Rocalta parent company.

ARTICLE IV: DUTIES OF OFFICERS

President – it shall be the duty of the President to:

Oversee the operations of the Club as directed by the Rocalta parent company.

Perform such other duties as ordinarily pertain to this office.

Secretary – It shall be the duty of the Secretary to:

Keep a file of the club's records

Maintain a current roster of membership

ARTICLE V: MEETINGS

Regular meetings of the members shall be held from time to time as determined by the President. Rocalta is a social club with no definitive hours of operation. Meetings and events hours can vary based on the weekends, holidays, and various social events determined by the President.

ARTICLE VI: MANAGEMENT

Management of this club shall be vested in the Officers as provided herein to be responsible to the entire membership to uphold these bylaws.

ARTICLE IX: AMENDMENTS

These bylaws may be amended by a majority vote of the shareholders of the Rocalta parent company. All members shall receive advance notice of the amendment at least five days before the meeting at which the amendment takes effect.

MEMBERSHIP AGREEMENT

AND

UNCONDITIONAL AND FULL GENERAL RELEASE

THIS MEMBERSHIP AGREEMENT (the "Agreement") is effective upon acceptance by Rocalta, an unincorporated for-profit corporate owned club (the "Club"), and by and between the Club and you the member (also referred to herein as "Member", "Applicant", "You", "I", "Participant") executing the Agreement as indicated in the Club records (together referred to as the "Parties"). In consideration of membership access, the Member agrees as follows:

NO PHOTOS/RECORDINGS

You may not take pictures or recordings. Any pictures taken are the sole property of Club and will NEVER to be made available to the public. If you take unauthorized pictures they will be confiscated. You will be removed from the club and your membership terminated. *Also See Florida Statute §540.08.*

ATTIRE

Upscale Club attire, please! Gents: At least a shirt with a collar. Nice pants and shoes. No shorts, white t-shirts, wife-beaters, sandals, ripped or torn clothing, sports attire, or baseball caps. If you show up in inappropriate attire and refuse to conform you may not be admitted and membership dues and admission fee will not be refunded. Ladies: No dress code, just be stylish.

PRIVACY

You may not disclose, in whole or in part, the identities of any other member(s) of the Club without the Club and said member(s)' prior written authorization. No cameras or other recording devices of any kind are allowed in the Club without management's prior written authorization. Telephones with cameras attached may not be used inside the Club. Any use of a camera or other recording device inside or outside the Club in a manner that the Club or its members believe may compromise the privacy of its members, is grounds for immediate and permanent membership cancelation and expulsion. Further, you agree that any and all recordings you make, in whole or in part, on or about the Club premises are "works made for hire" for the benefit of Club and shall be the sole and exclusive property of Club for all purposes including but not limited to copyright. To the extent any such work shall not be deemed the property of Club, you hereby transfer without further consideration all rights therein to Club.

You agree that your possession and/or dissemination of any such materials shall cause immediate and irreparable harm and may be enjoined, without the necessity of posting a bond, by any court of competent jurisdiction. You irrevocably agree that the actual damages from any such violation of the rights of privacy of Club and/or its members are difficult or impossible to accurately quantify. You agree that, in addition to the injunctive relief above, the appropriate amount of liquidated damages for any unauthorized recording, disclosure of guest identities, or any other invasion of privacy as to Club and/or any member shall be \$100,000 each per intrusion, 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. This amount shall be awarded to each guest or Club employee who is involved in any such recording or disclosure as well as the Club parent company. You also agree that should any legal process be required to enjoin your possession, dissemination or

disclosure, the transfer of rights, or the award of such liquidated damages, you shall be liable, in addition for the above, for any and all of Club attorney's fees and costs of suit.

DRUGS - ALCOHOL

Anyone caught ingesting any illegal substance, under the influence of any illegal substances, or offering any illegal substances to any other Club guest, shall have their membership immediately and permanently revoked. Club reserves the right to report the use and/or trafficking of illegal substances to law enforcement.

We DO NOT sell alcoholic beverages. If you wish to drink alcohol, you may bring your own, if the Club is licensed to allow BYOB. We do have a selection of complimentary soda and bottled water. Other than alcohol, when permitted, no other food or beverages may be brought into the club.

If you choose to bring alcohol to drink during your visit, it must be in its original, unopened container and must be checked in at the front desk prior to entry. You may not take any alcoholic beverages with you when you leave our facility. Hard liquor will be kept for you at the bar locker for the duration of your membership. All wine, beer and similar beverages remaining will be disposed of at the end of each night.

Overindulgence is severely discouraged, and anyone found to be under the influence will be asked to leave, have their membership suspended for not less than three months, or in the case of repeated violations, have their membership revoked. You agree that you are solely responsible for your complying with all traffic and other laws regarding the possession and consumption of alcohol and/or other intoxicating substances and agree to hold Club harmless for your behavior at the club and/or after you leave the club related thereto.

BEHAVIOR

No aggressive, predatory or other offensive behavior will be tolerated. You must ask permission and receive affirmative consent before touching any other member. No means NO! No response also means NO! Yes, and only yes, means YES. This also includes watching other members in the play areas. Watching other guests for more than a few moments can become uncomfortable and you must seek consent before doing so. Members are strongly encouraged to advise management regarding others who appear to be violating these rules. Members who are reported will be given a warning. If the behavior continues, their membership may be suspended or revoked at Club's sole and exclusive discretion.

Play areas are for couples and their invited guests only. No "Lonely Guys" or other unattached people are permitted in the play areas at any time. When a couple enters a play area together, they must leave together. If a single member enters a play area with another couple, he or she must leave with that couple. Play areas are open and not assigned or rented. No member has any right to remain or sleep in any play area. Couples that enter the club together must leave together.

It is important, both for your comfort and for the comfort of our other members, that you set your own rules and limits for playing with others before you arrive at Club. It's best to have a clear understanding of what you and your partner feel comfortable with so that misunderstandings and hurt feelings are kept to an absolute minimum. Communication is the key to controlling jealousy. Remember the one you love is going home with you. Respect your relationship and the relationships of your fellow members. No arguing or fighting of any kind is permitted in the club or its immediate surrounds (e.g., parking lot,

adjoining streets, etc.). Any such behavior shall result in immediate expulsion and, if repeated, permanent membership revocation.

RISKS OF SEXUAL ACTIVITY

WARNING!!! EXPRESS ASSUMPTION OF RISK

Evidence exists that anal, vaginal and oral sex may result in the transmission of HIV and other STDs. However, the proper use of a condom has been shown to reduce exposure to these infections. In order to reduce the spread of these diseases, unprotected anal and vaginal intercourse is prohibited at Club except as between fluid bonded couples. Unprotected oral intercourse is discouraged. Upon entry to any Club event, you may receive, free of charge: condoms, safer sex materials, and a health and referral card. You understand that there are significant risks of engaging in unprotected sexual activity, with or without the use of a latex barrier. Accordingly, except in the case of fluid bonded couples, unprotected anal and vaginal intercourse are prohibited at Club. Any member caught engaging in unprotected anal or vaginal sex with any other member (other than their fluid bonded partner) may have their membership suspended for three months. Club does not provide medical services or advice. You should consult with your doctor, or you may wish to contact the toll-free HIV/AIDS Hotline number (800-342-AIDS), the toll-free Alcohol and Drug Community Assessment Service Center Help Line (800-564-6600) or the Sexually Transmitted Disease Hotline (800-758-0880).

YOU HEREBY AGREE THAT YOU ARE AWARE OF THE RISKS OF CONTRACTING SEXUALLY TRANSMITTED AND OTHER DISEASES, AND EXPRESSLY AND IN PERPETUITY AGREE TO ASSUME ANY AND ALL RISKS OF CONTRACTING ANY SEXUALLY TRANSMITTED DISEASE, COMMUNICABLE DISEASE, FUNGI OR BACTERIA WHILE ATTENDING ANY CLUB EVENT. YOU ALSO AGREE TO HEREBY INDEMNIFY AND HOLD CLUB HARMLESS, IN PERPETUITY, AGAINST ANY AND ALL SUCH CLAIMS ASSERTED NOW, OR IN THE FUTURE.

VALET PARKING

UNDER NO CIRCUMSTANCES IS CLUB VALET LIABLE FOR LOST/STOLEN ITEMS. Valet attendants do not have any authority to bind the company or create bailment for any such articles. In the event that the Club agrees to make repairs to customer vehicle at its expense, Club will have 48 hours to choose who and where repairs will be made. If you leave the Club premises without writing any statement or without notifying the Club of any damage, any and all damage/loss claims made to Club after the fact will be denied. Club is not responsible for damage by fire or defective brakes or parts.

MEMBER/GUEST WAIVES ALL RIGHTS IN CONFLICT WITH THE FOREGOING. CLUB IS NOT LIABLE OR RESPONSIBLE FOR ARTICLES LEFT IN CAR INCLUDING, BUT NOT LIMITED TO; CB RADIOS; RADAR DETECTORS; SOUND EQUIPMENT; VIDEO, EQUIPMENT; COMPUTERS; NAVIGATIONAL EQUIPMENT, AND; CELLULAR TELEPHONES. NOR WILL COMPANY ACCEPT POSSESSION OR BAILMENT OF ANY ARTICLES CONTAINED IN THE VEHICLE.

CUSTOMER IS TO LEAVE IGNITION KEY ONLY. CLUB VALET WILL NOT BE RESPONSIBLE FOR ANY OTHER KEY EXCEPT IGNITION KEY.

LIABILITY WAIVER

Club and its parent company, officers, directors and employees or agents do not accept responsibility for accident, injury or loss suffered while attending the Club. By entering the Club property, you agree that you are doing so at your own risk. For example, premises may be dimly lighted, floors may become slippery, bodily fluids may be present. The member voluntarily assumes all risks of loss, damage or injury while engaging in social and sexual activities. Should you notice any unusual condition that might adversely affect your safety, or the safety of the other members, staff or employees, you are obligated to notify the Club staff or management immediately. You understand that this document lays out the most foreseeable hazards that may be encountered, but there may be others that are not included. You hereby waive any and all claims whatsoever that you may have or hereafter have against the owners, organizers, its directors, officers, agents and employees and release and forever discharge the owners and organizers from all claims, demands, damages, actions or cause of actions arising or to arise by reason of the use of the Club property and your attendance at any Club event. You agree that this waiver and release shall extend to the owners and organizers, its successors and assigns and is binding upon you and your heirs, executors, legal representatives, successors and assigns any other persons you have brought with you to the Club. Member hereby expressly waives and assumes all risks and liabilities as outlined herein. MEMBER FULLY RELEASES THE CLUB FROM ALL LIABILITY ARISING OUT OF THE CLUB'S OWN NEGLIGENCE.

MEMBER HEALTH

You hereby confirm that you are in good physical condition and fully cleared by your physician to participate in sexual activities. You agree that it is your responsibility to independently discuss any health issues you may have with your doctor and abide by his decision with regard to sex or other strenuous activities that you may choose to participate in while in the Club. By applying for membership, you represent that you are unaware of any limitation that would preclude you from sexual activity and have fully disclosed any medical or health issue that might disqualify you in any way from participation.

WEAPONS

No weapons of any kind are permitted in the Club. If you are a licensed law enforcement officer, have a concealed carry permit, and are obligated to carry your service weapon, you must advise club management upon arrival.

LAW ENFORCEMENT PERSONNEL

You hereby represent and warrant that, if you are a police officer, government investigator or agent of any kind, you are obtaining your membership and/or event registration in your private, individual capacity and will respect the rights of privacy of other Club members. You further represent and warrant and irrevocably agree that should the foregoing representation be false, and/or you are seeking a membership or event entry for the purpose of investigating any other Club member(s) and/or management, you have been expressly advised that Club does not consent to your entry under such circumstances and that your entry into Club without a valid search warrant is hereby and permanently refused. You irrevocably concede that any such unauthorized entry is an intentional and unlawful search in violation of the Fourth Amendment to the United States Constitution, a violation of all Club members' rights of privacy under the Fourth, Fifth and Fourteenth Amendments to the United States Constitution as well as an unlawful and intentional violation of the Florida Constitution, that you have actual knowledge that such conduct is a violation of clearly established federal and state law in this jurisdiction, and that you hereby waive any

defense of total and/or qualified immunity. You further acknowledge that Club management and members each assert their right to counsel under the Sixth Amendment and refuse to answer any questions until they have conferred with counsel.

PRESS PERSONNEL

You hereby represent that, if you are a member of the press (including but not limited to television, radio, magazine, newspaper, internet site, etc.), you are obtaining your membership and/or event registration solely in your private, individual capacity and will respect the rights of privacy of other Club members. You hereby irrevocably agree that your entry for any other purpose shall be deemed fraudulent, that you intentionally made any and all statements that lead you your admission knowing them to be fraudulent, that you did so in order to obtain admission to a private event to which you otherwise would have been refused entry, and that you did so with the intent to violate the privacy rights of Club and its members in willful violation of state and federal law. You further acknowledge and agree that you, and any employer for which you are working, are bound by the recording restrictions, copyright transfer, liquidated damages, and injunctive remedy provisions above.

ADDITIONAL DOCUMENTS

The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required to evidence or carry out the intent and purposes of this Agreement.

JURISDICTION/VENUE/ATTORNEYS' FEES

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by Florida law, excluding any laws that direct the application of another jurisdiction's laws. Venue and jurisdiction to resolve any dispute related hereto shall lie exclusively in the Circuit Court, Broward County, Florida and each Party hereby waives any challenge thereto based on jurisdiction, venue and/or forum non-convenience. In any such litigation, the prevailing party shall be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees in connection with such litigation or in a separate action brought for that purpose, whether or not the matter is concluded by trial.

SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

NO WAIVER/SURVIVABILITY

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. All rights and obligations created under or pursuant to this Agreement shall survive the execution of this Agreement and the releases contained herein.

BINDING AGREEMENT

I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act. This Agreement and the releases contained herein shall bind and inure to the benefit of the principals, agents, representatives, successors, and assigns of the parties. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the Party to be charged. This Agreement constitute(s) the final, complete, and exclusive statement of the terms of the Agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement.

REVIEW AND OPPORTUNITY TO SEEK LEGAL COUNSEL

Each Party has been given the opportunity to seek legal counsel and have participated fully in the review of this Agreement. Therefore, no rule of contract interpretation for or against the drafting party shall be applicable in construing the meaning of this Agreement and/or any portion or portions thereof.

I HAVE BEEN FULLY INFORMED OF THE CONTENTS OF THE BYLAWS, MEMBERSHIP AGREEMENT, LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MY SELF AND MY HEIRS. I HAVE BEEN ADVISED TO SEEK THE COUNSEL OF MY PERSONAL ATTORNEY PRIOR TO EXECUTING THIS DOCUMENT. I HAVE ALSO BEEN ADVISED TO DISCUSS THIS WITH ANY HEIRS OR POTENTIAL FAMILY DEPENDENTS AS THEIR RIGHTS TO SUE ARE WAIVED AS WELL.

BY SIGNING THIS AGREEMENT, RELEASE, WAIVER AND ASSUMPTION OF RISK, I ACKNOWLEDGE ITS CONTENTS, AGREE TO BE BOUND BY ITS TERMS AND THE AFORESAID BYLAWS AND UNDERSTAND THAT ANY AND ALL RISKS, WHETHER KNOWN OR UNKNOWN, ARE EXPRESSLY WAIVED IN ADVANCE. I CERTIFY THAT MY PARTICIPATION IS COVERED BY MY OWN INSURANCE TO COVER ANY INJURY OR DAMAGES I MAY SUFFER OR CAUSE, OR ELSE AGREE TO BEAR THE COSTS FOR SUCH INJURY OR DAMAGE TO MYSELF OR OTHERS. I HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

MEMBER/APPLICANT SIGNATURE IS MADE BY CHECKING BOX BELOW

Accept Rocalta's Bylaws, Membership Agreement and Release

By checking the box below, you are signing and agreeing to the above Bylaws and Membership Agreement containing an Assumption of Risk and General Release. You also agree to terms of use which apply to your use of Rocalta and Wild Apricot's websites, mobile apps, and services. **The above Agreement affects your legal rights. Please read it!**

I agree to the [terms of use](#) for Wild Apricot's websites, mobile apps, and services

To log in, you must agree to the terms of use

Continue	Cancel
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