



## **EVENT RULES - PRIVACY POLICY - EVENT POLICIES -ACCIDENT WAIVER & RELEASE OF LIABILITY**

By clicking this box and submitting your information and signature, you represent that you have read and understand the EVENT RULES, PRIVACY POLICY, PAYMENT POLICY, EVENT POLICIES, ACCIDENT WAIVER & RELEASE OF LIABILITY document listed below.

For the purpose of this contract, you are accepting the terms of Nirvana Club, LLC Nirvana Club and will be referred to as "Company" throughout the agreement. You are attending Nirvana Club, LLC's which will be referred to as the "Event" through the agreement. The Event is at the Hotel listed and will be referred to as the "Property" throughout the agreement.

### **1. PRIVACY POLICY:**

A) IF you are a member of the press (including television, radio and/or internet), you are registering as a guest of this Event only in your private, individual capacity. You warrant that, if the foregoing statement proves to be false, you are here at the direction of your employers and are acting within the scope of your employment; that you are violating the rights of the guests and management to privacy under common law and the U.S. Constitution, and that an appropriate amount of liquidated damages for any published report made which portrays or describes the activities of any guest or management is ten dollars (\$10) 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 guest or manager named in the report or described in such a way as to permit identification of the guest or manager by application of the description to publicly available information.

B) You warrant that, if you are a police officer, government investigator or law enforcement agent of any kind, you are registering and attending this Event only in your private, individual capacity. You warrant that if the foregoing statement should prove to be false, you are investigating any of the guests or management of the Event without disclosing your official capacity or purpose, and that your presence at this Event, is an entry into private premises without consent, in violation of the 4th Amendment to the U.S. Constitution; you further warrant that you are attending at the direction of your employers and are acting within the scope of your employment. You stipulate that an appropriate amount of liquidated damages for the illegal taking of evidence or invasion of privacy which embarrasses the guest or management or which results in legal process, civil or criminal, against any of the guests or management is \$100,000 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, the amount of which is uncertain. This amount shall be awarded to each guest or management against whom the investigation is targeted or against whom civil or criminal process is brought, including execution of a search warrant. A final award under this subparagraph shall not prevent a subsequent proceeding if charges are thereafter filed against a guest or the management, but the first award shall be an offset against the later award.

**2. PAYMENT POLICY: -MEMBER CONSENT FOR USE OF CREDIT CARDS, DEBIT CARDS & FINACING:**

By signing this document, you understand that services that are being paid for by credit card/s and/or debit card/s or other financial means in advance on this website are being used for event preparation and are non-refundable. Therefore, these charges are not eligible for payment challenges after payment is processed.

By signing this form, I am irrevocably consenting to allow the Company, to charge these methods of payment for processing of payment for attendance to this Event. I understand that I will not challenge such credit, debit, or financing card payments once the payment has been processed.

**ALL SALES ARE FINAL.  
NO REFUNDS WILL BE  
ISSUED.**

**3. SECURITY & ENTRY:**

The Company and the Hotel reserve the right to search any attendee. By purchasing a ticket, you agree to submit to a search, including emptying your pockets and bags, a full pat- down, having all of your items examined, and possibly removing your shoes. The Company reserves the right to refuse entry to anyone for any reason.

During the course of the Event, random searches may occur if the Company believes there is any sort of illegal activity occurring in a private room or anywhere on the Property during the Event.

There will be private security hired by the Company and Security employed by the Hotel working 24 hours a day on the Property. The Company will do everything in its power to keep guests safe and in a comfortable environment.

**4. ZERO TOLERANCE FOR DRUG USE OR POSSESSION:**

The use or possession of any illegal drugs will not be tolerated anywhere inside or outside the venue. Do not bring any illegal substances to the Event. If you are found intoxicated at entry, security will not allow you to enter the venue, pool deck, or ballrooms. Event staff reserves the right to refuse entry to anyone at any time. Be responsible and make smart choices.

**5. SAFETY & MEDICAL:**

The Company, is dedicated to providing a safe and open environment for our DJ's, staff and guests. Private security are present throughout our Events. If you need assistance, please look for a security officer, Event staff, or Hotel staff to assist.

**6. ACCIDENT WAIVER & RELEASE OF LIABILITY:**

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am 21 years of age or more and in good health. I certify that there are no health-related reasons or problems which preclude my attendance in this Event. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the Event holders, sponsors, and organizers of this Event in which I may participate, and that it will govern my actions and responsibilities at said Event. In purchasing my ticket, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: the Company and/or their directors, officers, employees, volunteers, representatives, and agents, and the Event holders, sponsors, and volunteers;

INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of attendance in this Event, whether caused by the negligence of release or otherwise.

I acknowledge that the Company and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf. I acknowledge that this Event may involve a test of a person's physical and mental limits and carries with it the potential for dehydration, injury up to the possibility of death, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, swimming capabilities, lack of hydration, and actions of other people including, but not limited to, participants, security guards, and/or producers of the Event.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this Event.

I understand while participating in this Event, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

## **7. NO PHOTOGRAPHY, VIDEOGRAPHY, OR DRONE WORK**

No guest may use any professional photography, videography, or drones to shoot any type of footage while on premises. If any professional footage is taken during the Event it is the sole property of the Company. If any party attempts to create content or footage from the Event without the prior written approval of the Company then they will be pursued in a court of law for violation of this agreement.

Furthermore, no guest may hire any professional photographers, videographers, or drones operators without the prior written approval of the Company. Even if prior approval is given, a copy of all footage must be given to the Company before the Event is over and furthermore, all content that is posted online must be approved by the Company before public release. The copies of all footage can be provided through online methods or physical hard drives to the Company. All footage released in any public forum MUST have the Company's Logo on it.

## **8. NO OUTSIDE VENDORS**

Guests are not permitted to have any outside vendors on the Property during the Event. The Company has rented out the entirety of the Property and only guests are allowed.

Furthermore, even as a guest you cannot sell any outside product and/or service on the premises of the Event without written authorized permission from the Company.

If any outside vendor/s are found on the Property, then the guest who invited them will be removed from the Event along with the outside vendor/s.

Outside vendors include, but are not limited to hairstylists, makeup artists, photographers, videographers, body artists, disc jockeys, drone operators, professional drivers, Chauffeurs, Uber drivers, Lyft drivers, Postmates, Door dash, Uber eats, and Grub Hub drivers.

If any guest requires an outside vendor/s on the Property during the Event, then they MUST receive approval in writing from the Company 72 hours before the start of the Event. Every vendor MUST provide proof of insurance in order to be approved to provide any and all services offered on Property at the Company's Event.

## **9. WHAT TO BRING WITH YOU FOR ENTRY:**

- a) Your ticket
- b) Photo ID (US Driver's License or Passport) Good vibes and an open mind!

## **10. PROHIBITED ITEMS:**

- a) Illegal substances of any kind!
- b) DRUGS or drug paraphernalia!
- c) Outside food and/or beverages of any kind (including alcohol)
- d) Weapons of any kind
- e) Stickers
- f) Flyers
- g) Coolers with outside alcohol
- h) Pets (Service animals are the only animals allowed onto the Event grounds. Emotional support animals do not qualify as service animals.)

The Company wishes to emphasize that NO outside drugs or food and/or alcohol are allowed on the Property. If any illegal drugs or prescription drugs not issued to you are found you will be immediately removed from the Property and entry to the Event will be revoked at the Company's discretion. If you are found with food and/or alcohol purchased from outside the Property, then the food and/or alcohol will be confiscated and thrown away at the discretion of the Company. No outside coolers are allowed on the Property for any purpose at any time during the Event's dates. Housekeeping has the right to contact the Hotel's and/or the Company's security to have non-allowed items removed from the rooms at the Company's discretion.

## **11. EVENT POLICIES:**

MUST BE 21+ years of age  
NO Public nudity or lewd acts outside of your private rooms  
NO Outside advertising without written consent from the Company  
NO Refunds or exchanges  
NO Outside food and/or beverages  
NO Sitting on designated dance-floors or stripper poles  
NO Moshing, crowd-surfing or stage-diving  
NO Unauthorized/unlicensed vendors  
NO Unauthorized solicitations, handbills, sampling, giveaways, etc.  
NO Distribution of illegal or legal drugs  
NO means NO

## **12. ACCEPTABLE FORMS OF I.D.:**

1. Any US government-issued driver's license or ID card containing a photograph and date of birth.
2. US or foreign government-issued passport containing a photograph and date of birth.
3. Temporary DMV documents proving you are currently renewing a license — ONLY if accompanied by passport or expired license.

## **13. UNACCEPTABLE FORMS OF I.D.:**

NO School ID NO  
Consular ID  
NO Birth Certificate  
NO Expired ID of any kind  
NO Photocopy of any ID (except as noted above)  
NO Temporary DMV license without passport or expired license

## **14. VENUE**

All guests agree that if they violate any portion of this agreement that they will be subject to Jurisdiction in a court of law in Miami-Dade County, Florida.