

Mischief Matters

Release of Liability

VoiceMail Only: 973-795-2209
E-mail: m.schari@mischiefmatters.com

In consideration of the risk of injury and as consideration for the right to participate in the entertainment performance of one Mistress Schari in the role of Dominatrix:

I, _____ (print your name) hereby, for myself, knowingly and willingly enter into this waiver and release of liability and by doing so hereby, to the extent allowed by law, waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in the aforementioned entertainment performance.

Furthermore I, do acknowledge that I have been advised of the risks inherent in participation of the aforementioned performance. I am aware that the performance requires active participation on my part and as a result I may be exposed to light-to-moderate physical exertion and/or contact which may result in physical injury including but not limited to cuts, bruising, muscular injury, broken bones, illness, paralysis, or death. _____ (initial)

Additionally, participation in Mistress Schari's performance may include but is not limited to, exposure to psychologically stressful situations including but not limited to: Physical restraint, sensory deprivation, exposure to small enclosed spaces, intentional ambiguity, and harsh verbal criticism. I do acknowledge these risks and consent to participate in the performance fully prepared for them. _____ (initial)

I do hereby, release and forever discharge Mistress Schari and her affiliates, of any responsibility or liability for any physical or psychological injury, economic or emotional loss that may result from participation in Mistress Schari's entertainment performance to the extent allowed by law. I also acknowledge that I may suffer light to severe discomfort as a direct result of my participation in this performance. _____ (initial)

Additionally, I certify that I do not have, nor am I aware of any pre-existing injuries, physical or psychological conditions, phobias, or mental illnesses that may interfere with or be triggered by participation in Mistress Schari's performance. Failure on my part to disclose any relevant information will be considered negligent behavior and I will automatically assume any and all legal responsibility as well as liability for any incident or injury resulting from my failure to do so. _____ (initial)

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own, valid, proof of health insurance. I further agree to indemnify Mistress Schari from any harm or liability that arises out of Mistress Schari's actions to notify any medical personnel in connection with any medical care or treatment, including possible loss of confidentiality and anonymity. _____ (initial)

In the event that any damage is caused to equipment, facilities or Mistress Schari herself as a result of my own or my associates willful action, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated. _____ (initial)

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Furthermore, I agree to reimburse Mistress Schari for any and all legal fees and related expenses incurred as a result of any action, complaint, suit, or claim brought against Mistress Schari by myself or any other party on my behalf. This agreement shall be governed by, and construed in accordance with the laws of the State of New Jersey.

_____ (initial)

I understand that Mistress Schari has the right to terminate any performance without reimbursement or deferment, if any of the Rules of Engagement (listed separately) are violated or if Mistress Schari feels threatened in any way. _____ (initial)

I acknowledge that I have carefully read this “release and waiver” and fully understand that it is a release of liability. I attest that the agreement is clear and unambiguous in its terms and that no other evidence will be used or admitted to explain the terms of this “release and waiver”. _____ (initial)

I agree that this “release and waiver” was entered into at arm’s-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. _____ (initial)

I am aware that this a release of liability and a contract and that I, the undersigned, affirm that I am 18 years of age or older and that I am providing voluntary consent by signing this agreement. With my signature I certify that I have read this agreement along with the Rules of Engagement (listed separately), that I fully understand its content and agree to its terms. I acknowledge that this release cannot be modified in any way, orally or otherwise. The Agreement term is effective from the date set forth below, and does not expire unless express written notice is provided to terminate my consent to the “release and waiver”.

Participant’s Name: _____

Participant’s Signature: _____

Date: _____

Mistress Schari’s Signature: _____

Date: _____