

Membership Application

RADIANCE is a Private Association created to further the free practice of an alternative lifestyle of like minded consenting couples and single females. We meet in a private BYOB (Bring Your Own Bottle) Members-Only club every Friday and Saturday night. RADIANCE is open to male/female couples and single females over the age of 21 ONLY. Legal ID is **mandatory** and must be carried by all patrons. All Members in attendance are expected to behave in a respectable manner and abide by all club rules as well as all local, state and federal laws. If any Member does not abide by the club rules, local, state and federal laws, they will be asked to leave the premises and will not be allowed to return. There is a dress code in effect. For men, we ask that, as a minimum you wear dress slacks or nice jeans (no tears, excessive wear) and nice shirts (Dress to impress). Ladies are expected to dress up as well but may wear clothing as revealing as they are comfortable with.

Membership with RADIANCE does not guarantee you the right to enter the club whenever you wish. At certain times the occupancy level may be reached which prevents the admission of any more members. In addition, we may hold functions for private groups that prevent your use of the facilities therein. RADIANCE reserves the right to refuse entrance to the club and/or **deny** and/or **cancel** membership for any member at any time for any reason that RADIANCE sees fit without a refund of fees.

RADIANCE asks that all of our patrons behave responsibly with their alcohol consumption. If RADIANCE finds that a member in not behaving responsibly, we may call a cab for you (at your expense) and ask that you leave the club. RADIANCE also adheres to a very strict "**zero-tolerance**" stance pertaining to illegal drugs. If any member is found to be in possession of ANY illegal drug(s) in or around the club, they will be asked to leave immediately, they will forfeit their membership (and all fees paid) and they will be reported to local law enforcement. No cameras or recording devices of any kind are allowed within the premises of any club function without the consent of RADIANCE management. Any violation of this rule may result in the seizure of the equipment and criminal trespass charges may be filed against the offender(s).

Printed Name – **His**

Printed Name – **Hers**

Drivers License # / State - **His**

Drivers License # / State – **Hers**

Date of Birth - **His**

Date of Birth - **Hers**

Mailing Address

Annual/Renewal Semi-Annual Guest/Temp

City, State, Zip

Couple Single Female

(_____) _____

STANDARD PREFERRED **DIAMOND**

Telephone

E-mail Address(es) FOR NEWSLETTER

Membership Number or GUESTS of

Privacy Agreement

1. **Representation of Good Faith.** We represent that we approach RADIANCE and its affiliated groups, members and attendees ("the beneficiaries") in a sincere desire to experience and possibly participate in the lifestyle of its' members, 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 RADIANCE, we agree as follows.

2. **Protection of privacy.** We recognize that the philosophy of RADIANCE is controversial to some, 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 RADIANCE to anyone outside of RADIANCE without their permission;
- (b) WE will not discuss or disclose any of our experiences in RADIANCE with anyone outside RADIANCE, without the written permission of RADIANCE, except that we may discuss our experiences in a way which does not permit the beneficiaries to be personally identified;
- (c) WE will not disclose the location of any place where we have attended any activities of RADIANCE without the written consent of RADIANCE.
- (d) WE are **NOT OFFENDED** by nudity or adult sexual interaction in our presence in private settings.

3. **Provision as to Police Officers and other agents.** RADIANCE understands that police have a duty to enforce laws and to investigate suspected violations of them, but that the U.S. Constitution and the laws of the State of Texas 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 RADIANCE 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 RADIANCE 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; 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 (\$5 USD) 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 (\$2.50 USD) times the number of county residents, awardable to each beneficiary named or described by the evidence; we acknowledge that RADIANCE 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, newspaper or radio), we are present at any RADIANCE 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 laws of the State of Texas; 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 (\$10 USD) times the number of readers, listeners 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. **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.

6. **Notice of compelled or requested testimony.** We agree to notify RADIANCE 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 RADIANCE. 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. It is YOUR right.)*

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

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

9. **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.

BY SIGNING BELOW, you do hereby agree to ALL membership rules & requirements and upon final receipt of payment for membership fees, you understand that ALL fees paid are **NONREFUNDABLE**, under ALL circumstances.

Dated this _____ DAY of _____, YEAR 200_____

If Mailing - please return to:
RADIANCE, 40 FM 1960 West #142, Houston, TX 77090

X _____
Signature – HIS

X _____
Signature – HERS

RADIANCE Representative – **Witness**

RADIANCE

Please READ the following questions CAREFULLY and initial where required.

By becoming a member of Radiance, you hereby acknowledge and agree to the following terms and conditions:

1. RADIANCE is a BYOB (Bring Your Own Bottle) facility and being a BYOB facility we do not and will not sell ANY alcohol product to anyone, under any circumstances.

_____ Initials **HIM**

_____ Initials **HER**

2. RADIANCE is a Lifestyle Couples Club and being a Lifestyle Couples Club, you MAY be subjected to nudity and adult sexual interaction in a private setting. You hereby agree that this **DOES NOT OFFEND** you in any way.

_____ Initials **HIM**

_____ Initials **HER**

3. RADIANCE has a “**Zero-Tolerance**” policy as it pertains to illegal/illicit drugs. If you are caught selling, buying, distributing, using or asking for illegal/illicit drugs at any Radiance event, you will be permanently banned from the club as well as reported to local law enforcement and you will never be allowed in the club again.

_____ Initials **HIM**

_____ Initials **HER**

Please let us know how you learned about RADIANCE so that we can continue to develop the proper marketing and promotional relationships!

- | | | |
|--|--|---|
| <input type="checkbox"/> CouplesTouch.com | <input type="checkbox"/> SDC.com | <input type="checkbox"/> LifestyleLounge.com |
| <input type="checkbox"/> NaughtyNightlife.com | <input type="checkbox"/> Yellow Pages | <input type="checkbox"/> Houston CitySearch |
| <input type="checkbox"/> Houston Press | <input type="checkbox"/> Friend/Referral | <input type="checkbox"/> SwingersClubList.com |
| <input type="checkbox"/> SwingLifestyle.com | <input type="checkbox"/> Drive-By/Location | <input type="checkbox"/> Radiance Flyer/Card |
| <input type="checkbox"/> From similar couples club | <input type="checkbox"/> NASCA | <input type="checkbox"/> Gentleman’s Club Ad |
| <input type="checkbox"/> MySpace.com | <input type="checkbox"/> Radiance Employee | <input type="checkbox"/> Radio Advertisement |

If you learned about Radiance from an INTERNET SEARCH ENGINE, please select:

- | | | | | |
|---------------------------------|------------------------------------|---------------------------------|----------------------------------|-------------------------------------|
| <input type="checkbox"/> Google | <input type="checkbox"/> Yahoo | <input type="checkbox"/> MSN | <input type="checkbox"/> Ask.com | <input type="checkbox"/> AOL Search |
| <input type="checkbox"/> Lycos | <input type="checkbox"/> AltaVista | <input type="checkbox"/> HotBot | <input type="checkbox"/> Go.com | <input type="checkbox"/> Dogpile |

If you learned about RADIANCE from a source other than the options above, please specify:
