### **Professional Services & Liability Agreement**

This Agreement is made and entered into on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_**, 20**.

**BETWEEN:**

**The Practitioner:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Hereinafter referred to as the "Practitioner")

**AND**

**The Client:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Hereinafter referred to as the "Client")

**RE: Consensual Kink-Related Activities & Services**

This document constitutes the entire agreement between the Practitioner and the Client. It affirms that both parties are signing this agreement freely and without coercion.

**1. Scope of Services & Performance Disclaimer** The Practitioner agrees to provide services centered around consensual, negotiated kink and BDSM-related activities for the purpose of exploration, education, or entertainment.

* **No Guarantees:** The Practitioner does not guarantee that scenes will meet the Client's expectations. All experiences are negotiated and based on mutual safety, improvisation, and agreed-upon consent boundaries.
* **Negotiated Activities:** All activities will be discussed and agreed upon in advance. The Client understands that the session is a collaborative experience.

**2. Fees, Payment, & Cancellation Policy**

* **Service Fee:** The agreed-upon fee for the session is $\_\_\_\_\_\_\_\_\_\_.
* **Payment Schedule:** A non-refundable deposit of $\_\_\_\_\_\_\_\_\_\_ is required upon signing this agreement to secure the booking. The remaining balance of $\_\_\_\_\_\_\_\_\_\_ is due in full before the session commences.
* **Cancellation:**
  + Cancellations by the Client with more than [e.g., 48 hours] notice will forfeit the deposit.
  + Cancellations by the Client with less than [e.g., 48 hours] notice, or a "no-show," will require payment of the full session fee.
  + If the Practitioner must cancel the session, the deposit and any other fees paid will be fully refunded to the Client within [e.g., 7 business days].

**Practitioner Initials: \_\_\_\_\_\_\_\_\_ Client Initials: \_\_\_\_\_\_\_\_\_**

**3. Client Representations & Warranties** The Client represents and warrants that they:

* Are at least [e.g., 18 or 21] years of age and have provided valid, legal identification to verify the same.
* Are participating voluntarily and are not under the influence of any drugs or alcohol that would impair their judgment or ability to consent. The Practitioner reserves the right to cancel the session without a refund if the Client appears intoxicated or otherwise impaired.
* Have accurately and completely disclosed all physical and psychological medical conditions, including any that could be relevant to the planned activities.

**4. Assumption of Risk & Waiver of Liability**

* **Voluntary Participation:** The Client acknowledges that they are voluntarily participating in activities that may involve physical and psychological intensity.
* **Assumption of Risk:** The Client knowingly assumes all risks of injury, harm, or even death, whether foreseen or unforeseen, that may arise from their participation, even if safety precautions are in place.
* **Waiver of Claims:** The Client fully and forever waives the right to sue, prosecute, or bring any legal charges against the Practitioner for any injury, loss, or distress resulting from consensual, negotiated activities. This waiver includes claims of negligence, but it does not cover gross misconduct or actions that intentionally exceed the established boundaries of consent.

**5. Consent, Boundaries, & Safewords**

* **Enthusiastic Consent:** All activities require the explicit and enthusiastic consent of both parties. Consent can be withdrawn by either party, at any time, for any reason.
* **Safewords:** The established safewords will be respected without question.
  + **"RED":** Immediately ceases all activity.
  + **"YELLOW":** Pauses the scene to check in, assess comfort, and make adjustments.
* **Legal Boundaries:** The session will not involve any illegal acts.

**Practitioner Initials: \_\_\_\_\_\_\_\_\_ Client Initials: \_\_\_\_\_\_\_\_\_**

**6. Health, Safety & Medical Responsibility**

* **6.1 No Duty of Care:** The Client acknowledges the Practitioner is not a medical professional, therapist, or social worker and assumes no duty of care for the Client's medical, psychological, or emotional well-being outside the scope of the agreed-upon activities.
* **6.2 Client's Medical Responsibility:** The Client accepts full responsibility for their own health. The Practitioner is not liable for any adverse outcomes stemming from the Client's pre-existing or undisclosed health conditions.
* **6.3 Emergency Costs:** The Client agrees to be solely responsible for arranging and covering all costs associated with any medical attention they may require as a result of the session, including emergency services or follow-up care.
* **6.4 Representations Regarding Health & STI Status:** The Client acknowledges that certain activities may carry a risk of fluid exchange or transmission of sexually transmitted infections (STIs). The Client represents and warrants that:
  + They have accurately disclosed their STI status to the Practitioner.
  + They agree to discuss and use appropriate barrier methods as requested by the Practitioner.
  + They acknowledge that testing is not infallible and barrier methods are not 100% effective. The Client knowingly and voluntarily assumes all risks related to STI transmission and agrees to hold the Practitioner harmless from any and all claims or liability related to the transmission of any infection.

**7. Confidentiality & Non-Disclosure**

* **Mutual Confidentiality:** All details of the session, including the identities of the parties, will be kept strictly private and confidential.
* **No Recording:** No audio recording, video recording, or photography of any part of the session is permitted by either party. No media, names, or identities will be shared without written permission.
* **Non-Disclosure:** Names, identifying details, or any information about the session will not be shared with any third party without the express written permission of both the Client and the Practitioner, unless required by law.

**8. Non-Disparagement & Reputation Protection (Reverse NDA)**

* The Client agrees not to defame, disparage, shame, or publicly disclose any information (including reviews, commentary, or descriptions) about the Practitioner or their services in any public or private forum, whether online or offline. This includes but is not limited to social media, websites, blogs, or communications with third parties.

**Practitioner Initials: \_\_\_\_\_\_\_\_\_ Client Initials: \_\_\_\_\_\_\_\_\_**

**9. General Provisions**

* **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
* **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of [Your State/Province/Country].
* **Entire Agreement:** This document constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings.

By signing below, both parties acknowledge that they have read, understood, and voluntarily agree to be bound by the terms and conditions of this Professional Services & Liability Agreement.

**Practitioner Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Practitioner Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Client Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Client Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_