

Garden Of Eden, Trust
 c/o 7325 Mansfield Cardinal Road
 Kennedale, Texas, a state
 Without the U.S.



Stipulated By:
 Quinn Eaker, Director/Owner

Member #

**Acknowledged, Agreed, and
 Binding Upon: UNDERSIGNED
 MEMBERSHIP APPLICANT**

**BINDING COVENANT TO
 CONTRACT AND
 APPLICATION FOR
 MEMBERSHIP**

**Collectively, The
 Parties**

NOTICE!

THIS IS A BINDING COVENANT IN PRIVATE JURISDICTION

STIPULATIONS:

The terms of this membership agreement are stipulated as follows:

1. Any person (or “prospect”) who seeks to become a member of the Garden of Eden (a/k/a “GOE”), must complete, sign, and notarize this “Membership Agreement”; which is also available on: [Our Website](#). Exceptions can be made for imminent emergencies only, and subject a final determination by Director Quinn Eaker and/or a delegated authority person of his choosing.



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**ALL DUES ARE ANNUAL RE-OCCURRING OBLIGATIONS, NON-REFUNDABLE,
AND USED BY GOE TO COVER NOMINAL COSTS OF PRIVATE CHARITABLE
OPERATIONS.**

2. GOE is a private jurisdiction standing and operating outside of the Federal and Federated "STATE OF STATE" territories. Thus, any person seeking membership hereunder shall be mandatorily required to disclose any/all personal and/or professional Government/Police/Municipal employments, engagements, and/or relationships that such a potential member may have now, or in the foreseeable future. All members must present valid id herewith this membership agreement.

3. Moreover, any potential member in good standing who later acquires any position within any State or Federated US government office must immediately notify Eaker of such a development either directly or indirectly through any publically available means of contact. Upon a case-by-case basis, Eaker shall decide the particular final disposition of such a membership.



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4. All members are required to sign and notarize this membership agreement upon first contact or communications with GOE. Once a potential member has presented this signed notarized agreement to Eaker, including a completed membership application, and the payment of annual dues in full; they shall be entitled to receive a membership card bearing their name and unique identifier. Non-payment of dues will render membership inactive.

5. Upon receiving the aforementioned membership card, a prospect or potential member shall officially become an active member of GOE from the moment of receipt of the card until exactly one year from the date of such receipt. Renewal of membership must thereafter be accomplished in order to remain in good standing with GOE as an active member. It is the duty of all members to exercise care, custody, and control of their card. Do not attempt to share a card with any other member or non-member.

6. GOE acknowledges that accidents happen. However, any member seeking a replacement card, including those asserting that their card was “lost” or “stolen” shall, first pay a \$20 dollar fee to GOE, before they will have



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another card re-issued. Replacement cards will not be issued for free at any time for any reason. There will be no exceptions.

7. Any/all potential members and active members accept, acknowledge, and agree that such members are 100% fully responsible for care, custody, control and physical safety of themselves, accompanying minors and/or minor family members, whether on premises at GOE and/or during GOE events. Access to premises is by invite, event, or appointment only.
8. It is understood, acknowledged and agreed by each member, potential or active that, GOE is immune from suit and will not be held responsible for any type of Premises liability or personal injury, which may, or could possibly occur as the result of a members activities, and/or unsupervised minors at play on the GOE land or at GOE events.
9. This immunity from premises liability is based on the principle of self-governance and stringent personal responsibility, and is to include but not limit to: (i) arguments or disputes, (ii) slips trips or falls, and/or (iii) any other potential detrimental action, act of god, fatal injury, circumstance or

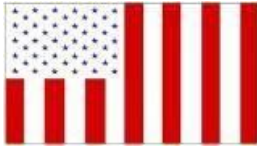


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event arising from, the failure or refusal of any member to adequately supervise themselves, or the actions or proximate safety of their minors.

10. This is intended to mean that, each member is 100% personally responsible for themselves and all actions of accompanying minors while on premises or at any GOE related events, including replacing lost, damaged, or broken goods/items which result from unsupervised care or irresponsible behavior.
11. Much of the speech, action, and/or transactions which occur daily at GOE and/or GOE related events are the building blocks of future projects, networking, and/or transformational workshops and thus, such communications are copyrighted, private, and protected as the exclusive intellectual property of GOE. With certain exceptions, all ideas or actions disclosed or formed on GOE premises or during GOE related activities are, the respective property of GOE and/or it's foundational staff/crew.
12. Thus, all members, by signing this membership agreement, do hereby voluntarily and freely of their own will, acknowledge and grant their consent to be bound over by a conditional non-disclosure contract, not to



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disseminate, imitate, use, realize a gain, or otherwise engage in the unauthorized use of GOE discussions, ideas, social media related materials, raw project materials, and/or techniques for profit. The terms of such a “non-disclosure” contract, are incorporated herein as follows:

- a. All members, *without first obtaining permission* from Eaker shall, be lawfully bound or legally restrained from posting any written, and/or photographic material to any public domain, including but not limited to any such information or data which relates in any way to, or involves, the GOE, GOE activities, workshops or techniques, and/or any such members’ time spent at GOE.

- b. All members, *without first obtaining permission* from Eaker shall, be lawfully bound or legally restrained from verbally disclosing to any non-member, any GOE related events, discussions, techniques, transactions and/or circumstances which transpire or occur during their experience or duration of the membership whether on premises or at GOE related events.



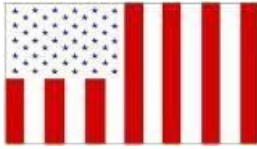
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- c. On a personal scale, this includes but does not limit to the unauthorized sharing by any member, of another GOE inhabitants', visitors', members' or guests' personal information, physical or mental attributes, speech, actions taken during the course of membership, and/or such other personal information of a private nature.

13. All members fully and further acknowledge and agree under penalty of possible breach costs, termination, or inactivation of membership that, such a member is acting at all times in their own personal commercial liability, that they are who they present themselves to be, and are not holding any unknown or undisclosed association with any outside organization including but not limited to: news agency, public office under law enforcement, confidential informant, and/or any such similar title or position.

14. Any/all members further acknowledge and agree that membership is revocable, dues are annual non-refundable obligations, and any such member is subject to termination and/or eviction from the GOE premises or events upon the emergency determination of the Director, as may become necessary as a result of any member breaching this agreement or, attempting to harm



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GOE staff or any such other GOE related person. For the purposes of this agreement, a breach constitutes the following prohibited acts or transactions:

- i. Any verbal or physical ACT done or exhibited by any member, visitor, and/or guest whether solely or jointly, and during their physical proximity on or near GOE property or events, that which negligently or intentionally causes serious physical, emotional, or mental damages to any other person, regardless of whether such injured person is a GOE inhabitant, member, visitor, founder, and/or other such third party related person.
 - ii. Any unreasonable and extraordinary act, regardless of original intent, which causes or is the instigating cause of substantially negligent property damage, loss of productivity, loss of property, or damage to any person.
 - iii. Any such other act deemed by Eaker and/or staff to be morally reprehensible, destructive, and/or that which could create or intends to create any situation, that which may likely endanger the livelihood and/or overall mission of GOE.
15. Upon any final determination by Eaker of an eviction action or “inactivation” of membership, the member may be subject to eviction and/or restriction of re-entry from the premises, and GOE expressly reserves the exclusive right to sue for damages as may become necessary; and specifically not limited to the recoupment of damages or expenses resulting from such a breach of



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membership. Despite inactivation and/or eviction, the hold harmless and non-disclosure stipulations shall remain in full force and effect.

16. All members, acknowledge and agree by their signature affixed hereto that, all disputes which may or could arise from or during this membership agreement, inter alia., shall be mediated at the sole discretion of the GOE by an Alternative Dispute Resolution (ADR) agent of its choosing, and, at a time and place of GOE's choosing;

- a. This ADR may include arbitration, in which case any controversy or claim arising out of or relating to this agreement/waiver, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration hearing shall take place in the State of Texas before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The arbitrator is



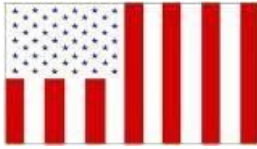
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authorized to award punitive or other damages measured by the prevailing party's actual damages.

17. Moreover, it is generally stipulated that, any/all members, acknowledge and agree by their signature hereto, excluding special exceptions by permission or license, never to share, distribute, copy, take photos, audio or videos on the premises without permission; or in any other such way, not to profit, gain, or benefit from GOE, agents and/or assigns, methods, techniques, proprietary documents, workshops, events, strategies or strategems, inter alia, permanently and regardless of membership status. Members agree by signing this document, to total private non-disclosure of GOE related subject matter without prior express permission or license.

18. All members further acknowledge that GOE, its agents, associates, and/or assigns are honorable beings, with honorable experience and sustainability lessons to share in a responsible and equitable way; As such any/all undersigned members acknowledge and agree to hold GOE, AND its agents and/or associates or assigns harmless and/or personally indemnified from any/all claims, litigations, actions, inter alia, as may arise or be subject to the



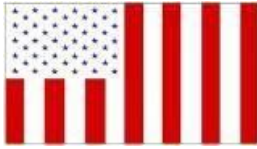
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membership, including but not limited to parking, sickness, injury, slips and falls, mortal/fatal injury, inter alia.; and as may be further defined from time to time. This indemnity or hold harmless stipulation shall be acknowledged by the member signing their name hereupon this membership agreement.

19. All members acknowledge and accept full unlimited commercial liability for their actions, including their friends, guests, and all minors' actions while on premises or attending events; and said members further acknowledge and agree not to disclose to any person, without prior authorization from Eaker; any/all materials reasonably relating to private information, documents, photos, videos, strategies and/or conversations experienced or realized during the course of GOE related functions.

20. All members acknowledge and accept that the GOE, its agents, successors and/or assigns, reserve the express and exclusive right to modify, change, and/or inactivate any portion or whole of the herein Stipulations of Membership for any such reasonable cause as may be determined by Eaker in the long term sustainable best interest of GOE.



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21. All members further acknowledge by this agreement that, GOE, its agents, successors and/or assigns reserve the exclusive right to maintain their own independent production of photo and video projects on the premises or at member events. Members further acknowledge that they consent to being photographed or recorded during all GOE events or as may occur on location at: **7325 Mansfield Cardinal Road, Kennedale Texas.**

22. Photography Audio, and/or Video recording are commonplace at GOE, and thus may occur without ample warning or notice to certain members. Thus, all members bear the responsibility of pre-emptively removing themselves from such media occurrence, upon first becoming cognizant of the same recording activity.

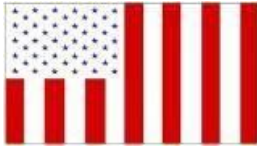
23. All members acknowledge, accept, and agree herein that they have set forth their signature and/or autograph voluntarily agreeing to each of the above stipulations, and the incorporated non-disclosure contract, solely by their own free will.



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24. Finally, all undersigned members, by their acquisition of membership and completion of this agreement, do hereby acknowledge and agree that any/all memberships granted by GOE are to be construed as renewable annual obligations, meaning that the renewal of membership must be completed each year on or before the anniversary of initial membership activation. At the point of renewal, a member must complete a renewal application to remain active.



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WHEREFORE, in mutual understanding of the herein “Stipulations”, I, the undersigned prospective Member, do hereby acknowledge and agree to the same in honor and truth, bound over in irrevocable estoppels to the Stipulations contained herein so long as this membership remains valid and un-breached. And **WHEREAS**, in agreement to the **NON-DISCLOSURE/HOLD HARMLESS STIPULATIONS**, witness my hand heretofore set below under my full commercial liability:

MEMBER PRINTED NAME:

DOB:

YOU ARE SIGNING FOR ALL MINORS, LIST ALL ACCOMPANYING MINORS; IF NONE, LEAVE BLANK...

MINOR 1 PRINTED NAME:

DOB:

MINOR 2 PRINTED NAME:

DOB:

MINOR 3 PRINTED NAME:

DOB:

Executed by me, _____, the undersigned prospective member
 on, this ____ day of _____, 20__.

 /a/

AUTOGRAPH OF PROSPECTIVE MEMBER = **Last Name, First Name Middle**



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JURAT

STATE OF TEXAS)

COUNTY OF _____)ss

On the ___ day of _____ in the year 20___, before me, the undersigned, a public notary in and for the STATE OF T.X., personally appeared, _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

 SIGNATURE OF NOTARY

DATE: _____.

my commission expires:
 _____.

SEAL: