

Only ExclusivezSM

Collective Membership Agreement

MEMBER INFORMATION

Name: _____

COLLECTIVE INFORMATION

Only Exclusivez (The Collective) is composed entirely of legally qualified patients and caregivers who have chosen to associate with each other in order to more effectively provide for their healthcare needs. The Collective is operated by a mutual benefit nonprofit corporation in accordance with state law and the CA Attorney General's Guidelines For The Security And Non-Diversion of Cannabis Grown For Medical Use.

MEMBER AGREEMENT

1. I intend and agree to associate with other Collective members to provide for our healthcare needs and authorize the Collective to cultivate, possess, transport, and process medical cannabis on my behalf pursuant to CA H&S Code 11362.775.
2. I authorize the Collective to associate with other properly organized medical cannabis collectives and cooperatives if necessary to provide for member needs.
3. I agree to abide by California's state medical cannabis laws including Prop 215 and SB 420.
4. The Collective may demand proof that a member is a qualified patient or caregiver at anytime. A Collective member may be expelled from the Collective for failure to comply with the Rules and Regulations or the Collective Membership Agreement, or for any other reason.
5. I understand the fees paid to the Collective for medicine received will be used to cover the costs of cultivating, processing, and providing medicine to members.
6. I agree not to distribute or give away medicine provided from the Collective to any person, even if that person is a member of the Collective. Caregiver members are authorized to distribute medicine to their patient member only.
7. Members may cultivate plants and produce products on behalf of the Collective, however they must inform the Collective before they do so or the Collective will not be responsible for any medicine cultivated or produced by such member. The Collective makes no promises or guarantees to accept medicine from any member.
8. The Collective may reimburse members that contribute medicine, edibles, treatments, and other products for their actual reasonable costs, time, and labor.

9. At all times members shall be respectful of other Collective members and staff.
10. I attest that I am not a member, employee, or agent of any media or law enforcement. It is illegal to film or record in private without permission using a video camera, cell phone, or any other recording device, be it still image, video, or audio.
11. If it is necessary for a member to drive or operate heavy machinery while under the influence of medical cannabis, they must not do so until it is established that they are able to tolerate the medicine and to perform such tasks safely.

LIABILITY WAIVER & RELEASE

All members participate in the Collective's activities and events at their own risk. Collective members, directors, managers, and employees shall not be liable for personal, bodily, or financial injury to a member's person or property. This waiver is intended to be a complete release of any responsibility for personal injuries and/or property loss/damage sustained by any member that arises from any and all membership activities and events, use of products obtained as a member, or that which occurs while on the Collective's premises.

PLEASE READ ALL OF THE FOLLOWING:

I acknowledge that I am not relying on any representation by the Collective on the suitability of my membership, engagement in membership activities and events, or the use of any products received.

I agree to receive text, calls, or emails from the collective.

I agree to rely exclusively upon my own judgment, the advice of my healthcare provider, or other professional regarding the suitability of my membership, engagement in membership activities and events, and the use of any products received.

I expressly release and waive any and all claims of liability against the Collective, its employees, agents, officers, or members including any claims by my personal representatives, my family members, heirs, next of kin, or myself.

I have read the foregoing and understand the legal consequences of this agreement, including that it prevents me, my personal representatives, family members, next of kin, or heirs from suing the Collective if I am injured or damaged for any reason, whether caused by negligence or otherwise, as a result of my participation as a member, and/or in any membership activity and events, and/or as a result of use and/or possession of products received as a member.

I expressly agree that the above mentioned release and waiver, indemnity agreement, and assumption of risk are intended to be as broad and inclusive as permitted by California law.

I have read and agree to abide by these Rules and Regulations:

INITIAL HERE: _____

MEMBERSHIP CONDITIONS

The Collective has one class of members, known as “Collective Members.” Members of the Collective are beneficial members only and are not statutory voting members under the laws of the State of California. Collective Members have the right to make formal comments and complaints at any time by submitting a written notice to Collective management.

Members do not have the right to issue any statement, written or verbal, regarding any matter related to the activities and events of the Collective, its members, agents, or delegates, to any outside party, including but not limited to law enforcement, media, public officials, or any curious third party, without prior authorization from the Board of Directors.

The Collective strives to maintain member confidentiality. Member information is securely stored with all necessary and reasonable precautions to protect the information as required by law. If, for any reason, there is any unauthorized access to confidential member information, disclosure of the breach will be completed in the most expedient time possible without unreasonable delay. The Collective member will be notified about the breach by email or phone with the number or address provided in the member application. Also a general notice of the breach will be posted on the Collective's website. This general notice will not include the Collective member's name; rather it will direct all members to inquire if their information was included in the breach.

MEMBER SIGNATURE

By signing below I state my agreement and intention to associate with other Collective members and to faithfully follow and adhere to this agreement and all Collective rules and regulations.

Member Signature

Date