

## Medicinal Mindfulness Events LLC

### Conscious Cannabis Event™ Participation Agreement 2017 v7

*Cannabis is legal to possess and use in certain contexts in Colorado but the laws are complex and rapidly evolving. This agreement ensures that you, the facilitators, and Medicinal Mindfulness Events LLC are properly and legally protected.*

*This agreement only needs to be read and signed before your first experience and once per calendar year to participate in any Conscious Cannabis Event we facilitate unless a new regulation affects how we provide our services.*

#### **A Note About Cannabis & Mental Health**

Conscious Cannabis Experiences are very safe but they are not for everyone.

While there is significant scientific evidence that supports the skillful and intentional use of cannabis to alleviate or significantly reduce the symptoms of physical and psychological disorders, people with serious mental health disorders have occasionally come to events like these with the unrealistic expectation that these experiences alone will cure or alleviate their mental health problems, and often without understanding the necessity for additional support or treatments when working with serious concerns. Unstable interpersonal relationships and a history of various treatments can be additional factors which make it difficult for such people to benefit from a CCE.

Our capacity as a small consciousness community makes it impossible for us to properly care for people with significant psychiatric or physical health concerns in the context of a CCE. Although CCEs can be beneficial and very safe for almost all participants, these events are not a substitute for medical or psychiatric treatment and we do not recommend it for people with serious psychiatric disorders or physical conditions that may impair their ability to participate safely.

Contraindications (reasons not to attend) include, but are not limited to, pregnancy and physical health problems, clinically significant acute anxiety or other mood disorders, psychosis, bipolar disorders, personality disorders, acute/unprocessed trauma and PTSD, acute addictions, suicidal ideation/self harm and tendencies for disruptive behavior.

A CCE is not appropriate for persons with cardiovascular problems, severe hypertension, severe mental illness, recent surgery or fractures, acute infectious illness, or epilepsy.

## Participation & Safety Agreement 2017 v8

This is a legally binding agreement (“Agreement”) between you and Medicinal Mindfulness Events LLC (“MME” or “us”) governing your participation in any Conscious Cannabis Event (“CCE”), such as a Conscious Cannabis Circle, Cannabis Healing Meditation, Individual Cannabis Journey, Cannabis Breathwork Event, and/or any other Conscious Cannabis Medicinal Mindfulness Event (“Event(s)”) during the 2017 calendar year. Please read the terms of this Agreement carefully. You must read, agree to and sign this Agreement before participating in any Conscious Cannabis Event facilitated by MME. Do not sign this agreement if you do not agree or do not understand its terms written below. You will be required to sign a registration form (“Registration Form”) for each Event you attend in 2017 that reasserts that you have signed and agreed to this Agreement, and that the terms of this Agreement apply to your participation in that Event. The facilitator(s) for these Events are Daniel McQueen, MA and any sitters, organizers or facilitators for these Events (“Facilitator(s)”). MME and the Facilitator(s) reserve the right to decline any individual interested in participating in any Event at any time and for any reason MME and the Facilitator(s) may deem appropriate.

- 1. Purpose.** Conscious Cannabis Events combine somatic, alchemical, shamanic, meditation and psychotherapeutic paradigms to create a holistic, transformative and skill building experience for each participant through a mindfulness group experiential using music, ceremony, intention and the optional use of cannabis. CCEs are designed to reduce potential for harm caused by cannabis use through education and experientials in intentional and transformational use. Our harm reduction and education paradigm provides a safe and joyful container for a community of individuals to explore profoundly healing and transformational inner states in a legal container and safe setting. This Agreement sets out boundaries and rules designed to maximize, as much as possible in this context, the safety and comfort of all participants in these Events. You acknowledge that the purpose of the program is to reduce the potential of harm caused by behaviors or activities that you are already engaged in. Due to the inherent risks of cannabis use, MME and Facilitator(s) agree to organize and facilitate these Events only if they are legally protected from the inherent risks associated with your completely optional participation in these Events. This Agreement provides those protections. It is written to cover your participation in any CCE during the current calendar year and only needs to be signed once during that period.
- 2. Private, Invitation/Member Only.** All Medicinal Mindfulness Events are private, and invitation-only events and are intended to comply with all applicable Colorado State laws. You must be a member of MME to participate in any CCE. There is no fee for basic membership. Membership application is provided to participants and available online.
- 3. Optional Use of Cannabis.** The Events will present an opportunity to use cannabis in a ceremony as part of the program to further the purpose described in Section 1. Cannabis use is not a required part of any Event, nor will any cannabis be sold or provided by MME or Facilitator(s). MME follows a strict “bring-your-own-cannabis” policy at all its Events. It is a personal decision entirely at your own discretion, and at your own risk, as to whether and how much cannabis you will use as part of these Events. These Events are designed to enhance your ability to work with inner spaces in a more skillful manner, regardless of cannabis use.
  - 1. Laws Regarding Cannabis Use and Possession.** You understand that the use and possession of cannabis remains illegal under federal law, and that your employer may make decisions based on your use or possession of cannabis. As of the date of this Agreement, the state of Colorado has passed recreational cannabis laws that allow possession and use of cannabis in certain circumstances. **You understand and agree that if you choose to use cannabis in connection with these Events, you alone bear the entire responsibility for any outcomes resulting from such use, including possible discharge from employment.** You agree that you will inform yourself about all applicable laws and regulations before making the decision to use cannabis as part of these Events, and that your use of cannabis, if any, as part of these Events will be in compliance with all applicable laws. You understand that no one is required to use cannabis in connection with these Events.
  - 2. Use at Your Own Risk; No Driving Under the Influence.** You agree that if you decide to use cannabis as part of these Events, you do so entirely at your own risk and that neither MME nor the Facilitators are responsible for any effect cannabis has on you or anything you do as a result of using cannabis. You agree that if you do decide to use cannabis at any Event, you will arrange for a sober, reliable individual to drive you home from the Event and that you will not drive until the next day. If the CCE is hosted in your own home, you agree not to drive until the next day. You agree that you will not drive to or from any Event under the influence of cannabis, other medicines, street drugs or alcohol.
  - 3. Other Substances.** You agree that you will not use any other medicines, street drugs or alcohol before, during or immediately following an Event.

- 4. Cannabis Sativa Is Not Provided.** MME does not provide or sell cannabis for any aspect of our program, and it is not a retailer, supplier, reseller, distributor, agent, representative or subcontractor of any cannabis supplier or retailer. Any decision by you or another MME participant to purchase or accept such products from a vendor or individual outside of our program is a decision made at your sole discretion. MME does not and does not intend to provide supplier, retailer, or distributor services or act in any manner as a cannabis vendor or retailer. MME disclaims all responsibility or liability for any sale of cannabis voluntarily provided to you by such vendors.
- 4. Full Personal Responsibility and Inherent Risk.** All CCEs are voluntary adventures through inner space, and like any adventure, carries some risks that are impossible to predict for each individual. You agree to take full responsibility for your participation in these Events and all outcomes resulting from such participation. You agree to ask for additional support as needed, from MME and the Facilitator(s). You accept the inherent risks of these Events and acknowledge that your interest in this type of adventure and your desire for experiences beyond the normal safety and comfort of your ordinary day-to-day experiences is in part the reason for your participation in these Events. These risks may include, but are not limited to:
1. Intense prana, energy, or somatic experiences; intense transpersonal experiences, life changing realizations, apparent encounters with “archetypes,” “entities,” “ancestors,” “totems,” “guides” and “spirits,” physical and psychological experiences such as fainting, vomiting, extreme emotional states, panic attacks, unusual thoughts, hallucinations, or psychosis.
  2. Physical harm from slips and falls while moving around under the influence of cannabis. During winter months, the outdoor areas at Medicinal Mindfulness Event locations may be icy or slippery, and you agree to use extra caution walking around these areas, particularly if you have consumed cannabis.
  3. Negative experiences are uncommon, and are generally mild to moderately difficult. If a crisis requires additional emergency support by medical or mental health professionals, you agree to pay for all additional expenses of the intervention. MME and Facilitator(s) have the right to call emergency support services if MME or any facilitator determines that a crisis requires additional professional intervention. Emergency support services, and/or emergency contact will be contacted at the request of any participant.
  4. You agree that a safety questionnaire, phone conversation or brief interview may be required for your participation regarding some of these risks and your history of cannabis use. You understand that this interview is not a clinical assessment and does not guarantee an experience without these risks.
- 5. Safety and Prerequisites.** You affirm that you are in a good position to participate in these Events, meaning that you are psychologically, physically, spiritually and financially capable of participating. You understand that neither MME nor the Facilitator(s) are in a position to determine whether participation in these Events or use of cannabis is appropriate or safe for you, and that you will only decide to do so after appropriate independent investigation, reflection and consultation with your trusted health professionals.
1. **Representations.** You represent and warrant each of the following:
    1. You represent and warrant that you have done the appropriate independent investigation to understand how cannabis use may affect your psychological and physical health, including consulting with your trusted health professionals if appropriate. You are informed as to how cannabis use may impact any psychological or physical conditions you may have, as well as how cannabis use may interact with any over the counter or prescription medications, herbs or supplements you are using. You understand that neither MME nor the Facilitator(s) are responsible for how cannabis may affect you or anyone else should you decide to use cannabis as part of these Events
    2. You represent and warrant that you are not aware of any psychological or physical condition that would make it unwise for you to participate in these Events or use cannabis in the context of these Events. You represent and warrant that you have never been told to abstain from such practices or from cannabis use by any trusted health professional.
    3. You represent and warrant that you are not currently pregnant.
    4. You represent and warrant that you are at least 21 years of age or older as of the Date of this Agreement.
    5. You represent and warrant that you will completely and truthfully answer any and all questions in a safety questionnaire provided to you prior to any Medicinal Mindfulness Event.
    6. You agree to notify the Facilitator(s) immediately if any of the representations you make in this Section 5.1 change during the 2017 calendar year.
    7. You represent and warrant that you are a member of the enrollment through Medicinal Mindfulness Events before participating in a Conscious Cannabis event.
  2. **Non-sexual Touch.** You understand that there may be strictly non-sexual physical touching for safety, calming or

reassurance purposes during intense experiences by the Facilitator(s) from time to time. If you do NOT want to be touched in any way, except in the event of a true emergency for safety purposes, it is your responsibility to let the Facilitator(s) know prior to the start of the Event.

- 3. Confidentiality.** Although MME and the Facilitator(s) will do our best to keep information you disclose during the Event confidential, because of the community nature of some CCEs, taking part in an Event may entail the unlikely risk of loss of confidentiality of sensitive information. MME and Facilitator(s) reserve the right to discuss or write about individuals' experiences during these Events for educational purposes without revealing any personally identifying information about the individual.
- 4. Non-therapeutic Relationship.** These Events are not designed to treat any person for any physical or mental condition or illness. MME and the Facilitator(s) are not practicing medicine, diagnosing, curing, or treating disease or illnesses or administering or prescribing cannabis, prescription drugs or controlled substances in these Events. You understand that the Facilitator(s), although having clinical experience and training, are not your therapist, counselor or psychotherapist, but rather a teacher, trainer, coach, meditation facilitator, and educator for these Events. You understand that some experiential teachings in these Events may have therapeutic-like components but participating in any experiential is completely optional and for educational purposes only.
- 6. Full Participation and Attendance.** Because of the transformational nature and community aspect of these Events, please arrive up to 30 minutes early (15 minutes early is recommended) from advertised start time, as **THERE WILL BE NO LATE ADMITTANCE TO ANY EVENT.** Individual sessions will be billed at agreed upon start and end times, not duration, and will end on time. If you are not able to attend an Event in which you reserved a space in, due to illness or emergency, please contact your Facilitator as soon as possible to relinquish your space. You agree to participate in the Event in accordance with this Agreement and to not engage in any disruptive behavior. If at MME's or the Facilitator(s)' sole discretion, you are found to be disruptive at an Event, you will be asked to leave. No refunds will be issued for an Event from which you are removed for disruptive behavior. Disruptive behavior is any behavior that threatens the safety or security of the community and includes drug use, inappropriate verbal or physical exchanges, and clinically significant behavioral problems. Disruptive behavior does not include energetic discharges that have verbal or physical symptoms that happen during the Event, or any big experience, awakening or unintended crisis that happens during the Event that may require a Facilitator(s) intervention.
- 7. Cost; No Refunds. Cost; No Refunds. 48 Hour Cancellation Policy.** Pre-registration is required to ensure attendance. The total cost of the Event is provided in the registration information for the specific Event or invoice for individual Event and is due in full when registering. Payment can be made with cash, credit cards or by check to "Medicinal Mindfulness Events LLC" or "MM Events". "MM Events" will appear on your credit card statement. **Payments are non-refundable unless 48 hours notice before an Event is given** by emailing [events@medicinalmindfulness.org](mailto:events@medicinalmindfulness.org). MME and the Facilitator(s) reserve the right to terminate any individual's participation in any Event based on violation of this Agreement, disruptive or inappropriate behavior, or any safety concerns which may arise. No refunds of previous payments will be made upon such termination.
- 8. Photography.** If photographs, videos or film are taken by MME or the Facilitator(s) during an Event, you will not be featured unless you give expressed written consent.
- 9. Intellectual Property.** All materials and content provided or streamed as part of the Event or in connection with the Event including but not limited to music, audio, sounds, video, photos, graphics, text and information ("Event Materials"), is proprietary material belonging to MME, the Facilitator(s) or third parties, and may be protected by copyrights, patents, trademarks, trade secrets or other proprietary rights. You will not use, copy or distribute Event Materials without MME's prior written permission.
- 10. DISCLAIMERS OF WARRANTIES.**
  - 1.** You expressly understand and agree that the Event, and your participation in the Event or any Event-related occurrence, is at your own risk. Each Event and all Event Materials, are provided "AS IS" and without warranties of any kind, either express or implied. MME and the Facilitator(s) disclaim all warranties related to any Event, and all Event Materials, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, compatibility, security, accuracy, non-infringement, and any warranties implied by any course of performance or usage of trade.
  - 2.** You expressly understand and agree that neither MME nor the Facilitator(s) warrant or make any representations or guarantees regarding the outcome, experience or effect on you of participation in the Event or any Event-related occurrence. You expressly understand and agree that neither MME nor the Facilitator(s) warrant or make any representations regarding the effects of the use of cannabis generally, the use of any strain or blend of cannabis particularly, or the use of cannabis specifically by you or other individuals.

**11. Indemnification.** You agree to indemnify, hold harmless and defend MME, the Facilitator(s), and each of their agents, contractors, affiliates, representatives, and partners from and against any and all losses, damages, reasonable costs (including reasonable attorneys' fees and expenses), liabilities or expenses arising from: (a) your participation in the Event or Event-related occurrences, (b) your violation of this Agreement, including a breach of any of your representations and warranties in this Agreement, (c) any physical or psychological harm, outcomes or effects resulting from your participation in an Event or your cannabis use, or actions you may take as a result of the Event or using cannabis, and (d) any other matter in relation to Medicinal Mindfulness and related Events, Event Materials or this Agreement. MME and the Facilitator(s) reserve the right to assume sole control of any matter otherwise subject to indemnification by you under this Section 11. You agree in such circumstances to assist and cooperate fully with MME and the Facilitator(s) in asserting any available defenses at your expense. You and/or your estate hereby indemnifies MME and the Facilitator(s) against any claim by any person arising directly or indirectly from your death, injury, loss or damage suffered by you, allegedly caused or contributed to by an act or omission of MME, the Facilitator(s) and each of their directors, officers, employees, agents, representatives, contractors, consultants and agents.

**12. Limitation of Liability.**

- 1. YOU ARE VOLUNTARILY PARTICIPATING IN A MEDICINAL MINDFULNESS EVENT WITH KNOWLEDGE OF THE RISKS THAT MAY BE INVOLVED AND YOU HEREBY AGREE TO BE RESPONSIBLE FOR YOUR OWN HEALTH AND WELFARE AND ASSUME ALL RISKS OF EMOTIONAL DISCOMFORT OR TRAUMA, PERSONAL INJURY OR DEATH.** You acknowledge and agree that neither MME nor the Facilitator(s) are responsible for and have no duty to take action regarding: (a) your participation in and the effect of the Event or any Event-related occurrence on you, (b) your personal decision to use or possess cannabis and how much, if any, you decide to use as part of the Event, (c) any effects of cannabis use or possession, including physical, psychological, legal or employment outcomes, (d) any physical or psychological harm or personal injury resulting from your participation in an Event or your cannabis use, or (e) any outcomes or actions you take as a result of having been exposed to the Event, or possessing or using cannabis. You hereby release MME and the Facilitator(s) of any and all liability arising out of your participation in the Event and any Event-related occurrence, and your accessing any Event Materials. You hereby release MME and the Facilitator(s) of any and all liability for your possession or use of cannabis should you decide to possess or use cannabis.
- 2. You acknowledge and agree that, to the maximum extent allowed by law, MME, the Facilitator(s), and each of their agents, contractors, affiliates, representatives, and partners shall not be liable to you, or any third person as a result of your violation of this Agreement, under contract, tort, strict liability, negligence or any other legal or equitable theory for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if MME or the Facilitator(s) have been advised of the possibility of such damages), arising out of, or resulting from: (a) your participation in a Medicinal Mindfulness Event, your use of Event Materials, or your cannabis use, or actions you may take as a result of the Event or using cannabis, (b) access or inability to access any Event or Event Materials; (c) use or misuse of cannabis or any other substance (illegal or legal) during, preceding or following any Event, or Event-related occurrence; (d) unauthorized access to or alteration of transmissions or data; (e) violation of this Agreement; (f) infringement of any intellectual property or other right of any person or entity; (g) for breach of any representations and warranties in this Agreement; and (h) any other matter relating to the Event, Event-related occurrences or Event Materials.**
- 3. You expressly agree that in no circumstances shall the collective liability of MME, the Facilitator(s) and each of their agents, contractors, affiliates, and representatives for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence) or otherwise) exceed the total amount paid to MME by you under this Agreement for the specific Event during which such losses occurred. Certain states do not allow the exclusion or limitation of incidental or consequential damages, so some of the above limitations and exclusions may not apply to you.**
- 4. You expressly understand and agree that under no circumstances will MME, the Facilitator(s), or their agents, contractors, affiliates, representatives, and partners be responsible for any loss or damage, including personal injury or death, resulting from your participation in the Event.**

**13. YOU AND MME ACKNOWLEDGE AND UNDERSTAND THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 10, 11 AND 12 FORM AN ESSENTIAL BASIS**

**OF THE AGREEMENT, AND THAT WITHOUT DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY, MME WOULD NOT ENTER INTO THIS AGREEMENT WITH YOU.**

- 14. Entire Agreement.** This Agreement, together with the Registration Form and any safety questionnaire provided to you by MME, constitutes the entire Agreement between you and MME and the Facilitator(s) with respect to any Event in 2017, and supersedes any and all prior or contemporaneous oral or written discussions or agreements between the you and MME and the Facilitators.
- 15. Governing Law; Venue.** You, MME and the Facilitator(s) agree that any dispute or controversy arising under or relating to this Agreement or any Event shall be governed by and construed in accordance with the laws of the State of Colorado excluding its conflict of law rules. You agree that any cause of action arising out of or related to this Agreement must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. You irrevocably consent to the exclusive personal jurisdiction of the state and federal courts located in Boulder, Colorado for any suit or action arising from or related to this Agreement, and waive any right you may have to object to the venue of such courts.
- 16. Other Terms.**
- 1. Sever-ability.** If any of these terms is found to be for any reason unenforceable, then that term shall be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable.
  - 2. Survival.** Any section that by its nature should survive expiration or termination of this Agreement shall remain in effect after the expiration or termination of this Agreement, including but not limited to, Sections 4, 5, 7, 9, 10, 11, 12, 13, 14, 15, and 16.
  - 3. No Assignment.** This Agreement is personal to you and you may not assign or transfer it to anyone else. MME may assign, transfer or delegate any of its rights and obligations under this Agreement without your consent.
  - 4.** The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
  - 5.** The captions and headings in this Agreement are intended only for convenience, and will in no circumstances be construed to define, limit or describe the scope or intent of this Agreement, nor in any way affect the interpretation of this Agreement.
  - 6.** No agency, partnership, joint venture or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.
  - 7. Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

I agree to the above terms and conditions of this Agreement, and that these terms and conditions will govern my participation in any Event during 2017. I understand that this Agreement contains a limitation of liability provision, which I have read, understood and consented to.

**Signature:** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_

**Date:** \_\_\_\_\_