



Membership Application, Terms & Conditions

Name:

I have read and understand the Collective's bylaws, rules and/or guidelines and consent to joining this Collective. I certify under penalty of perjury of the laws of the State of California and the United States of America that:

1. I have the right to obtain and use cannabis for medical purposes where that medical use has been deemed appropriate and has been recommended and/or approved by a California physician who has determined that my health would benefit from the use of cannabis in the treatment of cancer, anorexia, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other illness for which cannabis provides relief;
2. I am qualified medical cannabis patient who is entitled to the protections of California Health and Safety Code sections 11362.5 and 11362.7 et seq.;
3. A true and correct copy of my physician's recommendation and/or approval for the medical use of cannabis is attached hereto;
4. As a qualified medical cannabis patient under the Compassionate Use Act, and the Medical Marijuana Program Act, I intend to associate with the members of this Collective in order collectively to cultivate cannabis for medical purposes pursuant to the Medical Marijuana Program Act which includes, in part, California Health & Safety Code section 11362.775 and section 1(b)(3) of the uncodified portion of the Medical Marijuana Program Act, which was enacted by the People of the State of California, in part, in order to promote uniform and consistent application of the Compassionate Use Act among the counties within California, and to enhance access of patients and caregivers to medical cannabis through collective and/or cooperative cultivation projects;
5. As a member of this Collective, I understand and agree that each and every member of this Collective will contribute labor, funds, supplies, services and/or materials towards the cultivation and/or procurement of medical cannabis;
6. That the Collective may also provide a means for facilitating and/or coordinating transactions between members, while excluding all non-members from any exchanges, reimbursements, provisions, remunerations or any other transaction that involves medical cannabis;
7. That none of the members of this Collective shall profit from the sale or distribution of medical cannabis;
8. That the Collective shall only acquire cannabis from its constituent members because only cannabis grown by a qualified patients or his or her primary caregiver may lawfully be transported by, or distributed to, other members of the Collective;
9. That the Collective may allocate medical cannabis to other members of the group, and that nothing allows cannabis to be distributed and/or allocated outside the Collective and its members;
10. That the cannabis grown for this Collective shall be:
 - a. Provided free to qualified patients and primary caregivers who are members of this Collective;
 - b. Provided in exchange for services rendered to the Collective;
 - c. Allocated based on fees that are reasonably calculated to cover overhead costs and operating expenses; or
 - d. Any combination of the above;
11. This Collective is formed in accordance with California Health & Safety Code section 11362.775, as well as under any and all California state laws that may provide said Collective and its members relief set forth in said statute;
12. That this Collective collectively cultivates medical cannabis for all members, thus it will possess and/or cultivate enough medical cannabis to meet the aggregate needs of all of its qualified patient members;
13. The information I provided is true and accurate;
14. I understand that I am obtaining an undivided interest in the cannabis that is being cultivated by the Collective in an amount reasonably necessary for my current medical needs;
15. I did not obtain my recommendation for the use of medical cannabis by fraud or misrepresentation;
16. I am not seeking membership for any fraudulent or law enforcement purpose;
17. I will abide by the Collective's bylaws, rules and/or guidelines;
18. I agree to that the Collective may use this membership agreement to confirm my membership in the Collective and to defend the Collective's legal rights in any court of law;
19. I will not distribute medicine received here to any other person that is not a member of the Collective nor use it for non-medical purposes; and

20. I authorize my recommending physician to verify his or her recommendation or approval for the use of medical marijuana to the Collective or to law enforcement.

****Optional Provisions**** (please check)

I hereby assign to the Collective exclusively my right to cultivate medical marijuana for my personal use until such assignment is revoked in writing by me.

I hereby appoint the current secretary/treasurer of Sespe Creek Collective, as my proxy to attend the meeting of the members of the Collective on all dates and time, and to represent, vote, execute, consent, waive and otherwise act for the undersigned in the same manner and with the same effect as if the undersigned were personally present at said meeting.

(if applicable): I am Primary Caregiver for registered member _____

TERMS & CONDITIONS OF MEMBERSHIP

As express conditions to (a) becoming a member of Sespe Creek Collective, a California unincorporated association ("Collective"), and/or (b) obtaining medical cannabis, or any other product, herb, food, oil, or concentrate (collectively, "Cannabis Products") from the Collective, the undersigned for himself/herself, his/her heirs, agents, representatives, and assigns, hereby irrevocably and forever releases and discharges, waives, relinquishes, quitclaims, settles and forgives all rights, interests, claims, demands, causes of action or choses in action of whatsoever kind or nature, whether absolute, contingent, known, unknown, suspected or otherwise, and whether now existing or arising in the future, which they may now or hereafter have against Collective, its members, officers, employees, agents, representatives, assigns, landlords, operators, managers, attorneys, growers, providers, wholesalers, and other members arising from or in any way related to:

1. The undersigned's use of any Cannabis Products obtained from the Collective;
2. The strength, potency, purity, toxicity, appropriateness for your condition of any Cannabis Products obtained from the Collective;
3. The undersigned's storage or handling of Cannabis Products obtained from the Collective;

It is the intention of the undersigned that these Terms and Conditions shall be given full force and effect in accordance with each and all of the terms and provisions hereof, with respect to all claims, demands and causes of action which are subject to the provisions of paragraph and subparagraphs above, including, without limitation, all unknown or unsuspected claims, demands and causes of action, if any, and, in this regard, and without limiting the generality of any other term or provision hereof, the undersigned on behalf of his/her heirs, agents, representatives, and assign, does hereby expressly and irrevocably waive the provisions of California Civil Code Section 1542, and all of the rights and benefits conferred thereby, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known must have materially affected his settlement with the debtor."

AS EXPRESS CONDITIONS TO (A) BECOMING A MEMBER OF THE COLLECTIVE, AND/OR (B) OBTAINING CANNABIS PRODUCTS FROM THE COLLECTIVE, THE UNDERSIGNED FOR HIMSELF/HERSELF, HIS/HER HEIRS, AGENTS, REPRESENTATIVES, AND ASSIGNS, HEREBY IRREVOCABLY AND FOREVER WAIVES AND DISCLAIM THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

KEEP MEDICINE FAR, FAR AWAY FROM CHILDREN OR ANYONE ELSE, UNDER LOCK AND KEY. ANY DEVIATION FROM THIS RULE IS DONE AT THE SOLE RISK AND RESPONSIBILITY OF THE PATIENT.

Any Cannabis Products obtained from the Collective's delivery driver may be inspected prior to his/her departure, however since medical purity so requires, all transactions are final. The Cannabis Products are offered solely on an AS IS basis with no warranty whatsoever.

I agree to these Terms and Conditions.

X _____

Please print name clearly

CA DL or ID No: _____

Date of Birth: _____

X _____ **X** _____ **X** _____, CA

Signature

Date

Executed at (City)

Staff Use only: Recommendation verified by _____ Date of verification _____