

elemental

Membership Application

Membership Agreement

Read and agree to the following before joining Elemental Wellness Center and associating with your fellow members. Elemental Wellness Center is a not-for-profit, mutual benefit corporation. Elemental Wellness Center is composed entirely of legally qualified medical cannabis patients and caregivers who have chosen to associate to enhance the development of physical, mental, and emotional fitness of its members, find solutions for, and share knowledge of the health problems of its members, and to facilitate and/or coordinate the cultivation and distribution among the members of herbal remedies including cannabis for medical purposes as lawfully permitted under the laws of the State of California, including but not limited to the cultivation of medical cannabis (CA H&S Cd. 11362.775). Read the Bylaws.

Qualifications

In order to be member and maintain membership, you must qualify as a member, and maintain that qualification. Minimum qualification requires that:

- a. That at all times you are an adult California resident, 21 years of age or older, qualified patient or primary caregiver;
- b. You abide by the Bylaws and Rules and Regulations of Elemental Wellness Center and the laws of the State of California and the City of San Jose as it pertains to medical cannabis;
- c. You timely pay all contributions, dues, assessments and/or fees;
- d. You refrain from use Medical Marijuana for other than medicinal purposes and from any other unlawful purpose under the laws of the State of California, and refrain from distribution of medical cannabis received from Elemental Wellness Center to non-members,
- e. You not suffer conviction of any drug related felony within the last 5 years, including violation of Section 11351, 11351.5, 11352, 11355, 11359, 11360, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380, 11382, or 11383 of the Health and Safety Code, or Section 182 of the Penal Code, or a felony violation of Health and Safety Code] Section 11366.8, insofar as the offense involves manufacture, sale, possession for sale, offer for sale, or offer to manufacture, or conspiracy to commit at least one of those offenses.

Acceptance of your membership and access to the premises, product and services of Elemental Wellness Center is expressly conditioned upon truthful information having been provided in this application. You agree to immediately report to Elemental Wellness Center any circumstances affecting your qualification. You are associated with other Elemental Wellness Center members and to faithfully follow and obey all Elemental Wellness Center Bylaws, Rules and Regulations as outlined in the patient orientation package, and the laws of the State of California as it pertains to medical cannabis. As a member you are agreeing that the Collective may facilitate and/or coordinate the cultivation and distribution of medical cannabis jointly and collectively for the members, including by possession of medical cannabis on my behalf. You agree to accept notice of membership matters by electronic transmission. The e-mail address provided on this form as the address on record of the member, until changed in writing by the member. You consent to inspection and copying of records of the Collective as specified in Subsection 6.88.330B, of Title 6 of the San Jose Municipal Code.

Assumption of Risk/Liability Waiver Release

You acknowledge and understand that you are participating in membership activities, using the services and facilities of Elemental Wellness Center as well as products received, used or possessed (including cannabis) at your own risk. Elemental Wellness Center and that the members, officers, employees, agents, contractors and affiliates of the Collective shall not be liable--and you hereby expressly waive any claim of liability--for personal/bodily injury or damages--which occur to you, for any and all loss or injury to person or property. This waiver is intended to be a complete release of any responsibility for personal injuries and/or property loss/damage you sustain arising from membership activities, arise from use of services or facilities, and/or arise from possession or use of products (including cannabis) obtained as a member, and/or occur while on Elemental Wellness Center Premises of the Collective, whether using services or products or not.

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE AS A MEMBER AND/OR IN ANY MEMBER ACTIVITY, AND/OR USE OF ANY ELEMENTAL WELLNESS CENTER FACILITIES, AND/OR USE OR POSSESSION OF ANY PRODUCT RECEIVED AS A MEMBER (INCLUDING CANNABIS), IN CONNECTION WITH THIS MEMBERSHIP OR MEMBERSHIP ACTIVITY OR USE OR POSSESSION, YOU AGREE TO THE FOLLOWING:

- 1. YOU HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE ELEMENTAL WELLNESS CENTER, ITS EMPLOYEES, OFFICERS AND AGENTS** (hereinafter referred to as 'releasees') from all liability to you, your personal representatives, assigns, heirs and next of kin for any loss, damage, or claim therefore on account of injury to your person or property, whether caused by any negligent act or omission of the releasees or otherwise while you are participating as a member and/or membership activity and/or using any Elemental Wellness Center facilities in connection with the activity and/or using or possessing any product received as a member of Elemental Wellness Center (including cannabis).
- 2. YOU HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS** the releasees from all liability, claims, demands, causes of action, charges, expenses, and attorney fees resulting from your involvement in this membership or membership activity or by use or possession of any product received as a member of Elemental Wellness Center (including cannabis) whether caused by any negligent act or omission of the releasees or otherwise.
- 3. YOU HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** while upon Elemental Wellness Center property or participating in membership activity or by use or possession of any product received as a member of Elemental Wellness Center (including cannabis) whether caused by any negligent act or omission of releasees or otherwise. You expressly agree that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law. You acknowledge that you are not relying upon any representation by Elemental Wellness Center or any agent of Elemental Wellness Center as to your suitability to engage in membership activities and/or the suitability or condition of any products received used, or possessed (including cannabis) by you. You expressly agree that you are relying exclusively upon your own judgment and opinions and/or those of your health care providers or other professionals as to your suitability to engage in membership activities and/or the use or possession of products (including cannabis) and/or condition of any products (including cannabis) received used, or possessed by you. You are strongly advised to consult with health care providers and professionals with appropriate qualifications as to your suitability to engage in membership activities or the suitability or condition of any products (including cannabis) received used, or possessed by you.



WARNING PURSUANT TO PROPOSITION 65: Marijuana products can expose you to chemicals including marijuana smoke, which is known to the State of California to cause cancer.

For more information go to www.P65Warnings.ca.gov

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Holistic Services

Welcome to Elemental Wellness Center. As a member of this collective you receive complementary benefits aimed at improving your physical, mental, and emotional wellbeing. Please indicate below the services you are interested in:

- Private Consultations** Set individual goals for ways in which cannabis can improve or address your symptoms
- Yoga classes** Reduce stress and make the spine supple
- Therapeutic massage** Address musculoskeletal tension and promote body balance
- Cooking classes** Designed for patients whose doctors have recommended an alternative to medicating via inhalation. Recipes covered in this class are customized to accommodate diners with unique and challenging food allergies.
- Grow classes** Learn to grow and harvest herbal remedies, including cannabis
- Sound Healing** Can reduce stress and can accelerate healing and recovery
- Tai Chi** Can improve physical fitness, flexibility, reduce stress and anxiety

Website Services

Please provide an email to subscribe to our newsletter, sign up for a class, place a pre-order, or request delivery.

EMAIL

- Check here to opt out of the newsletter

Newsletters occur bi-monthly. We never share your information with anyone. You can opt out at any time.

How did you hear about us?

- Doctor's Office**

WHICH OFFICE? _____

- Internet**

- FACEBOOK TWITTER
- WEEDMAPS STICKYGUIDE
- LEAFLY YELP ELEMENTAL WEBSITE
- OTHER _____

- Google Search**

- Friend Referred You**

- Billboard**

- Magazine/Newspaper**

- CULTURE METRO HIGH TIMES
- DOPE

- Flyer in Smoke Shop**

WHICH SHOP? _____

- Other** _____

Text Message Deals

Please provide a phone number if you would like to receive coupons and discounts. Average 1 text per week.

I am interested in deals on

- Flowers Concentrates Edibles
- Clones and seeds

PHONE

We never share your information with anyone. You can unsubscribe at any time.

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Membership Rights

I understand that I am a beneficial, non-voting member of this collective only, and that I am not entitled to vote or engage in any management or decision-making of the Collective, or to speak or act on behalf of the Collective.

I have the right to withdraw voluntarily from the Collective at any time by submitting a written and signed statement of withdrawal to the Collective.

I may be expelled from the Collective for failure to comply with the Bylaws, Rules and Regulations of the Collective or of any part of this Agreement, or for any other reason whatsoever.

I do not have the right to issue any statement, written or verbal, regarding any matter related to the activities 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 of the Collective.

Member Signature

In signing this document, I declare under penalty of perjury under the laws of the State of California, that the foregoing information and declarations are true and accurate to the best of my knowledge.

I authorize my physician to verify to the Collective his/her recommendation for use of medical cannabis.

PRINT MEMBER NAME

PHONE

STREET ADDRESS

CITY, STATE, ZIP

MEMBER SIGNATURE

DATE