



A California Medical Marijuana Collective
Nonprofit Mutual Benefit Corporation, Number C3840335

MEMBER PLEDGE

I hereby pledge to the Collective and the Collective members the following:

1. I am aware that the Collective's complete Bylaws, that set forth my rights as a member of the Collective, are available for review upon request and I have not been denied the request to review the Bylaws. [____]
2. It is my intent in joining this Collective, to "associate within the State of California in order collectively or cooperatively to cultivate marijuana for medical purposes," and that my conduct related to the Collective and its conduct on my behalf and for my benefit should not be subject to state criminal sanctions under California *Health & Safety Code* §§ 11357, 11358, 11359, 11360, 11366, 11366.5, or 11570. [____]
3. I am a "Qualified Patient" or "Primary Caregiver" of a "Qualified Patient" under California *Health & Safety Code* §§ 11362.5 and 11362.7(f) and am legally able to use, possess, and cultivate cannabis including infused products for medical purposes under California law. [____]
4. I understand that Collective may verify my physician's recommendation and I authorize the Collective to contact my recommending physician to verify my recommendation and to disclose to the physician any medical information contained in my recommendation for that purpose. [____]
5. I understand the Collective will keep a copy of my physician's recommendation and photographic identification on file and I authorize the Collective to do so. [____]
6. I will provide the Collective with updated recommendation and contact information when applicable. [____]
7. I did not obtain my physician's recommendation by fraud or misrepresentation, and I am not seeking membership for any fraudulent, deceptive or investigative purpose. [____]
8. I will not resell any medical marijuana received through the Collective and I will take all appropriate steps to keep it away from children and other unauthorized persons. [____]
9. I will not drive a motor vehicle or operate machinery if I am under the influence of medical marijuana or medical marijuana products obtained from the Collective. [____]

10. I will not carry a firearm or loiter on or around Collective property. [____]
11. I understand that the possession, cultivation and sale of marijuana is illegal under the federal Controlled Substances Act and that federal law does not recognize California medical marijuana laws as a defense to a violation of that Act and I agree that I will not hold the Collective or its members responsible to the extent I am the subject of any federal law enforcement action for my own conduct. [____]
12. I understand that by joining the Collective I have the right to contribute to and participate in the activities, labors, products and services provided to and by the Collective, consistent with the limitations set forth in California *Health & Safety Code* §§ 11362.77 and 11362.775 but that I may also limit my involvement to the contribution of funds. [____]
13. I understand that any monies I contribute to the Collective will be used to fund Collective activity including, but not limited to, cultivation projects, payment of the costs and expenses associated with and/or incurred in providing members with medical marijuana for their medical needs including, but not limited to, paying fair and reasonable compensation to Collective employees, independent contractors, officers and directors, professional fees, paying rents and loans made to the Collective, and any and all other necessary business expenses that are consistent with the nonprofit purposes of the Collective. [____]
14. I understand that the Collective has the discretion to seek different monetary contributions from members for medicine depending on the specific economic means and circumstances of patients, such as the terminally ill for whom the Collective will seek to provide whatever medicine is necessary regardless of that patient's economic means and I authorize the Collective to do that. [____]
15. I understand that the Collective will maintain records of my transactions to help demonstrate compliance with the *CUA* and *MMPA*, including California *Health & Safety Code* §§ 11362.77 and 11362.775. Such records will be kept in such a way as to maintain the privacy of each member, and the Collective will take all reasonable legal steps to keep records confidential, subject to the need of the Collective to use such records to defend itself and establish that the Collective's conduct and that of its members did not violate the law. [____]
16. I understand it is the Collective's policy to not disclose member information other than as reasonably necessary, including confirming a member's physician recommendation, and I authorize the Collective to disclose all member information related to me as is required by law. [____]
17. I give permission and authorize the Collective to cultivate, purchase, transport, process, extract,, infuse, manufacture, possess and do all other lawful acts to obtain medical marijuana and medical marijuana products on my behalf, and to distribute such medical marijuana and medical marijuana products to myself and other Collective members, and I hereby assign my rights to cultivate, purchase, transport, process, extract,, infuse, manufacture, possess and do all other lawful acts to obtain medical marijuana and medical marijuana product for my personal use to the Collective for as long as I maintain my membership with the Collective, to the fullest extent permitted by California *Health & Safety Code* §§ 11362.77 and 11362.775. I understand that it is necessary that I assign these rights to the Collective so that I, the Collective and its members can operate and maintain full compliance with the letter and spirit of California law including, but not limited to the *CUA*, the *MMPA*, the *AG Guidelines* and relevant case law. [____]
18. I understand that the *MMPA* and the California Supreme Court case of *People v. Kelly* (2010) 47 Cal. 4th 1008, allows Qualified Patients to possess and cultivate the amount of marijuana and derivative products, including infused products, reasonably necessary for their personal medical needs and I will not request more than that amount of medical marijuana or medical marijuana products from the Collective and I authorize the Collective to deny any request for medical marijuana that the Collective believes exceeds what is reasonably necessary for my personal needs. [____]
19. I agree to waive any claims I may have in the future and to hold the Collective and its members, officers, directors, and agents harmless for those claims including, but not limited to, claims relating to: (i) any side effects, outcomes, or personal injuries I may sustain, or any damage I may cause to another person or any property as a result of any medical cannabis or related products I obtain through the Collective, including any harm I cause to myself or another person while operating a motor vehicle under the influence of medical

marijuana, and/or (ii) any claims relating to the strength, potency, purity, appropriateness for my condition of any marijuana and related products I may obtain at the Collective. In this regard, I knowingly waive the provisions of *Civil Code* § 1542 which states in pertinent part that “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 by him must have materially affected his settlement with the debtor.” [____]

I have read, understand and agree to comply with the above pledge and have initialed each and every pledge indicating my understanding and agreement with it.

Date: _____

Signed: _____

MEMBER

Please Print