AYAHUASCA MINISTRY (AYAMAMA – INTEGRATED AUXILIARY)

**MEMBERSHIP AGREEMENT, WAIVER & DECLARATION:**

Overview: I do hereby apply for membership in Ayahuasca Ministry Private Ministerial Association through Ayamama INTEGRATED AUXILIARY, hereinafter referred to as the “Ministry.” By submitting my personal information, I hereby accept the offer to become a Member of Ayahuasca Ministry and Ayamama Integrated Auxiliary, and I affirm that I have read through and agree with the following: Membership Agreement, Waiver & Declaration, Memorandum of Understanding, and Code of Ethics and Confidentiality.

**Declaration of Purpose:**

The Ministry is organized for educational, spiritual, and beneficent purposes, and in part

for worship, and is established under the exclusive jurisdiction of the Bylaws and

Ecclesiastical Law of Ayahuasca Ministry, for furthering the upliftment and

enlightenment of all people throughout the World, and the betterment of life on planet

Earth. The formation of the offices of Trustees and Director does not incorporate the

spiritual society - Ayahuasca Ministry must always remain unincorporated.

**Membership:** By consenting to the Membership Agreement provided herein, Members are granted the following rights and benefits, and agree to the following responsibilities:

The right to receive detailed, informed consent about the services rendered, and what to expect.

Full and fair conflict resolution. Complaints against Ayahuasca Ministry Member must be submitted, in writing, within three months of the incident at issue. These complaints will be sent to the Person, Committee, or Tribunal designated by the Ministry for evaluation and remediation action.

Upon request, access to the Ministry Bylaws.

Guarantee that all personal information of the Member(s) is secure, and will remain within Ayahuasca Ministry.

Membership with the Ministry will remain intact unless and until: (a) the Member submits, in writing, their desire to withdraw membership; or (b) membership is terminated by the Ministry in accordance with its Bylaws.

Preamble: Members in Ayahuasca Ministry (Ayamama Integrated Auxiliary) choose to operate pursuant to the Constitution of the United States of America, the Constitutions of the various States of the United States of America, and the Universal Declaration of Human Rights, which collectively guarantee our Members the inalienable rights of free speech, petition, assembly, and the right to gather for the lawful purpose of advising and helping one another in asserting our rights under the law.

IT IS HEREBY DECLARED that we are exercising our right of freedom of association, as it is guaranteed by the 1st and 14th Amendments of the U.S. Constitution, and any equivalent provisions of the various State Constitutions. This means that our association activities are restricted to the private domain, only.

By joining Ayahuasca Ministry through Ayamama Integrated Auxiliary, a Private Ministerial Association (hereinafter, the “Ministry”) and/or any website or Social Media Group started by, created by, maintained, or organized by the Ministry, I agree to the following terms and conditions:

This Ministry/Association declares that its objective is to provide the Private Ministerial Association founders, and all Private Ministerial Association Members, with a platform in which to conduct all manner of private business with the Ministry, and with other Ministries and Ministry Members, keeping all business in the private domain, and utilizing the protections guaranteed by the Universal Declaration of Human Rights (UDHR), the Constitution of the United States, the various Constitutions of the several States of the Union, and the Charter of Rights of Canada, to conduct business in the private domain under all protections acknowledged and guaranteed by the aforementioned documents.

We believe that the Holy Scriptures, the Universal Declaration of Human Rights (UDHR), the Constitution of the United States, the various Constitutions of the several States of the Union, and the Charter of Rights of Canada, collectively guarantee our Members the rights of absolute freedom of religion, free speech, petition, assembly, and the right to gather together for the lawful purpose of helping one another in asserting our rights, as they are protected by the aforementioned documents; in addition to the rights to be free from unreasonable search and seizure, the right to not incriminate ourselves, and the right to freely exercise all other unalienable rights that have been granted by our Creator, our Almighty God, memorialized and guaranteed by the aforementioned documents.

WE HEREBY DECLARE, that we are exercising our right of freedom of association, as guaranteed by the Universal Declaration of Human Rights (UDHR), the U.S. Constitution and equivalent provisions of the various State Constitutions, as well as the Charter of Rights of Canada. This means that our Ministry activities are restricted to the private domain only, and are outside of the jurisdiction of government entities, agencies, officers, agents, contractors, and other representatives, as expressly provided by law.

We declare the basic right of all of our Members to decide for themselves which Ministry Members could be expected to give wise counsel and advice concerning all matters, including, but not limited to: physical, spiritual, emotional, and mental health care assistance, law, and any other earthly matter; and to accept from those Members any and all counsel, advice, tips, services, education, or products that we feel are able to properly advise and/or assist us.

We expect the freedom to choose, and to perform for ourselves, the types of therapies and treatments that we think best for diagnosing, treating, and preventing illness and disease, and for achieving and maintaining optimum wellness, as well as the freedom to choose for ourselves any types of assistance which may be made regarding legal issues, education, medicine, spirituality, and any other private business activity.

The mission of this Ministry is to provide its Members with a forum to conduct business between Members in the private domain, with the protections guaranteed within the aforesaid Constitution(s) and Charter remaining fully intact.

The Ministry will recognize any person(s), natural or otherwise (irrespective of age, race, creed, gender, sexual orientation, or religion), who has joined this Ministry or any Social Media Group organized, created, or managed by this Ministry, and who is in agreement with these principles and policies, as a Member of this Ministry, providing said person has not been sanctioned, excised, or otherwise banned by the Ministry; and it will provide a medium through which its individual Members may associate for actuating and bringing to fruition the purposes heretofore declared.

Membership in this Ministry, "Ayahuasca Ministry," and any of its integrated auxiliaries, may be terminated by the Ministry Trustees, or by their designee(s), at any time, should they conclude that a specific Member is interacting with them or with any other Member(s) in a way that is contrary or detrimental to the focus, principles, and betterment of this Ministry.

I understand that since the Ministry is protected by the First and Fourteenth Amendments to the U.S. Constitution, it is outside of the jurisdiction and authority of Federal and State agencies and authorities concerning any and all complaints or grievances against the Ministry Members or other staff persons. All rights of complaints or grievances will be settled by a Ministry designee, committee, or tribunal, and will be waived by the Member for the benefit of the Ministry and its Members. By agreeing to this membership form, I aver that I do understand it, and I have freely determined that this is the course of action I want to take on behalf of myself. Where applicable, I have also made this determination on behalf of my minor children.

I agree to join Ayahuasca Ministry (and Ayamama Integrated Auxiliary), a Private Ministerial Association under common law, whose Members seek to help each other achieve better spiritual, physical, emotional, and mental health, and good quality of life. As such, I am voluntarily changing my capacity from that of a public person to that of a private member. My activities within the Ministry are a private, contractual matter that I refuse to share with any Local, State, or Federal investigative or enforcement agencies. I fully agree not to pursue any course of legal action against a fellow Member of the Ministry, including but not limited to filing a malpractice suit, unless that Member has exposed me to a clear and present danger of substantive evil; and even then, only upon the recommendation and approval of the Ministry, which shall not be unreasonably withheld.

I enter into this agreement of my own free will, without any pressure, coercion, or guaranty of outcome. I affirm that I do not represent any Local, State, or Federal agency whose purpose is to regulate and/or approve products or services, or to carry out any mission of enforcement, entrapment, or investigation. I have read and understand this document, and my questions have been answered fully, and to my satisfaction. I understand that I can withdraw from this agreement and terminate my membership in the Ministry at any time, and that my membership can and will be revoked if I engage in abusive, violent, menacing, destructive, or harassing behavior towards any other Member(s) of the Ministry. These pages consist of the entire agreement for my membership in the Ministry.

I agree this contract will take effect on the date that I claim any of Ayahuasca Ministry – Ayamama Integrated Auxiliary, products or service appointments. I declare that, by joining this Ministry, by contracting for its services, by participating on the Ministry website(s), and/or its Social Media Group(s), said behaviors are a clear indication that I have carefully read the whole of this document; I understand it, and I agree with it.

MEMORANDUM OF UNDERSTANDING:

We proclaim the freedom to choose for ourselves the type(s) of education, advice, products, and services we use. We encourage our Members to perform their own research, to think critically in all matters, and to accept personal responsibility.

Specifically, the mission of Ayahuasca Ministry is to exists to deepen humankind’s connection and communication with nature and the Earth.

I understand that Members, vendors, instructors, counselors, teachers, and/or service providers within Ayahuasca Ministry – Ayamama Integrated Auxiliary may or may not be licensed by the Federal or State board(s) that purport to regulate their activities, including but not limited to the State Bar Association(s). I understand that within Ayahuasca Ministry – Ayamama Integrated Auxiliary, a private, contractual relationship exists between each Member, and between the Members and the Ministry. I have freely chosen to become a private Member of Ayahuasca Ministry – Ayamama Integrated Auxiliary, heretofore declared Private Ministerial Association, and hereby change my legal capacity as a public person, customer, or client, to a private Member of Ayahuasca Ministry – Ayamama Integrated Auxiliary.

➢ I understand that, since the Ministry is protected by the First and Fourteenth Amendments to the U.S. Constitution, it is outside the jurisdiction and authority of Federal and State Agencies and Authorities concerning any and all complaints or grievances against the Ministry, any Trustee(s), Members, or other staff persons. All rights of complaints or grievances will be settled by a Ministry designee, committee, or tribunal, and will be waived by the Member for the benefit of the Ministry and its Members. By agreeing to this membership form, I agree that I have sought to understand the Ministry private association designation; I aver that I do understand it, and I have freely determined that this is the course of action I want to take on behalf of myself. Where applicable, I have also made this determination on behalf of my minor children.

➢ Because of the privacy and security of membership records maintained within the Ministry, which are held to be inviolate by the U.S. Supreme Court, the undersigned Member hereby waives HIPAA privacy rights and complaint process. However, any medical or healthcare records kept by Members of the Ministry will be strictly protected, and only released to a Member upon written request by that Member.

➢ I agree that violation of any of the waivers contained within this membership contract will result in a no contest legal proceeding against me.

➢ Other aspects of informed consent may take place in my discussions with the providers, and with my fellow Members of the Ministry.

➢ As I am voluntarily choosing this method of service providers, I will not hold the Ministry or its Members financially liable for any particular outcome.

I agree to join Ayahuasca Ministry (and Ayamama Integrated Auxiliary), a Private Ministerial Association under common law, whose Members seek to help each other achieve better spiritual, emotional, physical, and mental health, education, and an overall good quality of life.

My activities within the Ministry are a private matter that I refuse to share with the Federal government, the State government(s), the local or municipal authorities, or any other governmental regulatory agency, without the express, written permission of the Ministry. All records and documents remain as property of the Ministry, even if I receive a copy of them. I fully agree not to pursue any course of legal action against a fellow Member of the Ministry, including but not limited to a malpractice lawsuit, unless that Member has exposed me to a clear and present danger of substantive evil; and even then, only upon the recommendation and approval of the Ministry, which shall not be unreasonably withheld.

I enter into this agreement of my own free will, without any pressure, coercion, or guaranty of outcome. I affirm that, as a private Member, I do not represent any Local, State, or Federal agency whose purpose is to regulate and approve products, services, or practices, or to carry out any mission of enforcement, entrapment, or investigation. I have read and understood this document, and my questions have been answered fully to my satisfaction. I understand that I can withdraw from this agreement and terminate my membership in this association at any time, and that my membership can and will be revoked if I engage in abusive, violent, menacing, destructive, or harassing behavior towards any other Member of the Ministry. These pages comprise the entire agreement for my membership in the Ministry.

Payment of any dues, fees, or program costs, where applicable, along with electronic delivery of my personal information through the Ministry website is considered sufficient consideration for the commencement of my membership, the term of which begins on the date of said delivery. I understand that my financial contributions to the Ministry are tax deductible donations, and that where my contributions total $250 USD or more, I may request a receipt for my donations at any time. If I am in need of anything the Ministry provides, but cannot make the suggested donation, I understand that I can request a reduced donation amount, or ask that the suggested donation be waived in its entirety. I understand that, in some cases, my donation will secure an appointment time for receiving Ministry services. If I am unable to attend an appointment which has already been reserved by my donation, it is my responsibility to communicate my conflict to the Ministry within a reasonable amount of time, not less than 48 hours prior to the date of the session. I understand that the Ministry will not accommodate my conflict if it is communicated less than 48 hours prior to the start of the session; and that conflicts communicated more 48 hours prior to the start of the program may be accommodated by the Ministry, at the Ministry’s sole discretion.

CODE OF ETHICS AND CONFIDENTIALITY:

In order to encourage and foster open and candid discussion between Members, the Board of Trustees of Ayahuasca Ministry – Ayamama Integrated Auxiliary believes confidentiality must be maintained.

While Members are free to discuss the result of any actions taken by the Board of Trustees, disclosing information concerning any Ministry dealings to non-members is strictly prohibited. Members acknowledge that any violation of this policy could cause harm to Ayahuasca Ministry – Ayamama Integrated Auxiliary, and that any violation of this policy could result in loss of membership.

In order to ensure compliance and to protect Ayahuasca Ministry – Ayamama Integrated Auxiliary, its Trustees, Independent Contractors, Advisors, and Members from potential legal problems regarding conflicts of interest and violation of fiduciary obligations, Ayahuasca Ministry – Ayamama Integrated Auxiliary endorses and adopts the following statement of policy:

I. Duty of Loyalty

Among the fiduciary obligations of an officer, director, staff member, or committee member of a nonprofit corporation is a duty of loyalty to the non-profit corporation. This includes supporting, and not opposing, directly or indirectly, or taking any other stance against, the policies and positions duly adopted by the Ayahuasca Ministry – Ayamama Integrated Auxiliary. As Members of Ayahuasca Ministry – Ayamama Integrated Auxiliary, you are obligated to maintain this duty of loyalty in all manner of activities, for the duration of your membership. This duty of loyalty is not intended to, nor should it, discourage debate within the community. Such debate is encouraged, and is part of the individual's responsibility in the deliberation process.

II. Confidentiality of Board Discussions and Board Documents

In order to encourage and foster open and candid discussion at its meetings, the Board of Trustees, Advisors, and any Independent Contractors of Ayahuasca Ministry – Ayamama Integrated Auxiliary believe that confidentiality must be maintained. Therefore, it is the policy of the Board of Trustees, Advisors, and any Independent Contractors of Ayahuasca Ministry – Ayamama Integrated Auxiliary that each Member shall keep confidential any and all information relating to the operation of the Ministry, unless the Member is given expressed, written consent from the Board of Trustees to disclose said information. While all Members are free to discuss actions adopted by the Board of Trustees, disclosing or distributing any information concerning any and all aspects of the operations of Ayahuasca Ministry – Ayamama Integrated Auxiliary is strictly prohibited.

I have read and understand the above expectations for the position(s) of Trustee, Advisor, Independent Contractor, or Member at Ayahuasca Ministry – Ayamama Integrated Auxiliary, and I hereby agree to abide by this Code of Ethics and Confidentiality.