



# THECANNACLUB

MEDICATE, EDUCATE, INSPIRE, EMPOWER

## MEMBERSHIP FORM

<b>Name &amp; Surname on ID</b>	<b>ID No</b>
<b>Issuing Country</b>	<b>E-mail Address</b>
<b>Cell Number</b>	<b>Signature</b>
<b>Date</b>	<b>Office Signature</b>

1. This Private Membership Agreement ("**this Agreement**") is between The CannaClub Stokvel ("**The CannaClub**") and the Member identified and defined above.
2. The Member expressly acknowledges and understands that the Cannabis crop cultivated, harvested, dried, cured, processed and packaged at the premises of The CannaClub is a Stokvel crop (i.e. "**Stokvel Cannabis**"), which is:
  - a. collectively owned by all of the members of The CannaClub; and
  - b. periodically withdrawn by the members of The CannaClub, exclusively at The CannaClub Club House.
3. The Member hereby appoints The CannaClub as their agent and authorizes The CannaClub to attempt to Cultivate a maximum of one strain specific Cannabis plant (forming part of the Stokvel Cannabis) on their behalf, with a level of skill and expertise to be reasonably expected of a person with relevant expert Cannabis knowledge and experience.
4. The Member expressly acknowledges and understands that The CannaClub is a non-profit voluntary association primarily established to empower adult Cannabis enthusiasts to safely and responsibly exercise their constitutional right to privately cultivate and personally and privately consume their own Cannabis in quantities circumscribed by their personal consumption demands.
5. The Member expressly acknowledges and understands that any form of dealing in Cannabis is a crime; that the Stokvel Cannabis is not sold by The CannaClub to them and that any sale of Stokvel Cannabis by them is a criminal offence.
6. The Member agrees to reimburse The CannaClub solely for expenses and fees incurred in the due and proper: (1) administration and operation of The CannaClub; and (2) management of the members' Stokvel Cannabis ("**Reimbursement Fees**"), more fully detailed in the grower's mandate outlined in the constitution of The CannaClub ("**the Constitution**") and published on the website of The CannaClub ("**the Website**"), when they withdraw Stokvel Cannabis (exclusively at the premises of The CannaClub) as and when satisfied with the quality of the Stokvel Cannabis produce.
7. The Member expressly acknowledges and understands that membership in The CannaClub is free and that,

beyond the Reimbursement Fees, there are no once-off or ongoing subscription or other membership fees whatsoever. Conversely, the Member is under no obligation to compensate The CannaClub (and assumes no corresponding risk/responsibility) for any costs or expenses associated with Stokvel Cannabis crop failure.

8. The Member expressly acknowledges and understands that:
  - a. the legal question – concerning whether one is legally required to actively participate in the private cultivation of one's Cannabis in order to personally and private consume such Cannabis – is presently unresolved under South African law;
  - b. The CannaClub promotes and expressly invites them to actively participate in the cultivation of the Stokvel Cannabis via the free educational initiatives contained in the Constitution and published on the Website (“**members’ active cultivation initiatives**”);
  - c. via the invitation to participate in the members’ active cultivation initiatives, the Member has been provided ample opportunity to participate in the educated, responsible, active and private cultivation of their own (Stokvel) Cannabis; and
  - d. therefore, the Member assumes all legal responsibility for failing to participate in the members’ active cultivation initiatives and indemnifies The CannaClub against any losses or damages suffered as a result.
9. The Member hereby warrants that they:
  - a. conform to The CannaClub’s membership criteria, namely that they:
    - i. are existing and consenting adult Cannabis users;
    - ii. associate with and seek membership in The CannaClub primarily in order to exercise their constitutional rights to – privately and in association with others – cultivate and consume their own Cannabis in quantities limited by their personal use demands; and
    - iii. seek access to the educational support, guidance and expertise, and adequate land and equipment required in order to cultivate their own Cannabis in private for purposes of their personal and private consumption;
  - b. have full legal capacity to enter into this Agreement;
  - c. have never experienced any negative health (including but not limited to physical, psychological or emotional) conditions or impacts from consuming Cannabis; and
  - d. do not deal in or otherwise enter into any transactions in respect of Cannabis.
10. The Member expressly assumes legal risk, indemnifies and holds The CannaClub, its employees, representatives and service providers harmless against—
  - a. any claims, charges, criminal prosecutions (and associated costs) associated with any contraventions of laws relating to the cultivation, use, possession and consumption of Stokvel Cannabis or other Cannabis;
  - b. any claim for direct, indirect, incidental, special or consequential loss or damages which might arise from the Member’s consumption of Stokvel Cannabis; and
  - c. any damages, losses or harms to person or property that the Member (or any accompanying guests) may suffer or incur while at The CannaClub premises;
11. The Member undertakes to safely, responsibly and personally consume Stokvel Cannabis away from children at the premises of The CannaClub or in other private spaces to which they have legal rights of access.
12. The Member’s membership in The CannaClub is: (1) not transferable under any circumstances whatsoever; and (2) continues indefinitely until either party formally cancels this Agreement in writing.
13. The Member expressly undertakes to familiarise themselves with the Constitution and the Club House Rules and acknowledges that they are bound by the Constitution (published on the Website) and the Club House Rules (prominently on display in the Club House), in addition to the terms of this Agreement.
14. This Agreement contains the entire agreement between The CannaClub and the Member: Provided that The CannaClub reserves the right to amend, update, change or replace any part of this Agreement at its sole discretion and to notify the Member of any such amendment, update, change or replacement by way of email.

Thank you for joining The CannaClub Stokvel, and assuring you of our capacity, dedication and desire in achieving our objectives and goals.

One Love,  
The CannaClub Stokvel