



DIASPORA
PSYCHEDELIC SOCIETY

PARTICIPANT AGREEMENT, WAIVER OF LIABILITY & RELEASE AGREEMENT

PLEASE READ CAREFULLY – BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHT TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN PARTICIPATION OF RECREATIONAL ACTIVITIES AND SERVICES INCLUDING, BUT NOT LIMITED TO THE PARTICIPANT'S USE OF PSYCHOACTIVE SUBSTANCES.

Please complete, sign and email to:
info@diasporapsychedelicsociety.org or upload the file at:
<https://www.diasporapsychedelicsociety.org/contact>

In consideration of my participation in any of Diaspora Psychedelic Society Limited's activities, retreats, events, programs, training, classes, workshops, and associated Activities (collectively referred to as "DPS Offerings"), and the services of Diaspora Psychedelic Society Limited, its agents, owners, directors, staff members, volunteers, participants, sponsors, and all other persons or entities acting in any capacity on its behalf, as well as its successor and assigns (collectively referred to as "DPS"), I on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate (collectively referred to as "Participant"), hereby agree to release and discharge Diaspora Psychedelic Society Limited as follows:

1. Waiver of Liability and Release. Participant does hereby release and forever discharge DPS from any and all liability, claims, and causes in action, which arise or may hereafter arise or are in any way connected to Participant's engagement in DPS Offerings. Participant understands that this Agreement discharges DPS from any liability or claim that the Participant may have against DPS with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's engagement in DPS Offerings, whether caused by the negligence of DPS, or otherwise. Participant also understands that DPS does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Participant understands and acknowledges that the Activities in which Participant will voluntarily engage in by participating in

any DPS Offerings bear certain known inherent Risks that contribute to the unique character of these Activities, and that DPS cannot eliminate, alter, or control these inherent risks. These Risks include those inherent in the use of psychoactive substances, engaging in yoga, swimming, training classes and workshops, as well as those inherent in hiking and other backcountry recreational activities.

2. Indemnification and Hold Harmless. Participant hereby agrees to indemnify and hold harmless DPS from any liability, claims, and causes in action, which are in any way connected to Participant's engagement in DPS Offerings, or use of DPS facilities or equipment, including any such claims which allege negligent acts or omissions of DPS.

3. Medical Care. Participant does hereby release and forever discharge DPS from any liability, claims, and causes in action that arise or may hereafter arise on account of any first aid, treatment, or service rendered or not rendered in connection with the Participant's engagement in DPS Offerings.

4. Personal Property. Participant acknowledges and agrees that he/she is responsible for all his/her personal property at all times including while participating in DPS Offerings and that DPS is not responsible in any way for such property whether it is lost, stolen or damaged.

5. Interpretation and Governing Law. This document shall be construed broadly to provide a release and waiver to the maximum extent permitted under applicable law(s). If any portion of this document shall be held as invalid it is agreed that the balance shall continue to be in full force and effect. This document shall be governed by the laws of Jamaica, West Indies. Venue for any legal action shall be conducted in the courts of Jamaica, West Indies.

6. Definitions. "Activities" include, but are not limited to the following activities which may be offered, hosted, provided, facilitated, organized and/or sponsored by DPS: activities and experiences involving the use of psilocybin, dmt-containing substances, or other psychoactive substances, preparation guidance, counseling or integration services, microdosing activities or programs, training classes, workshops, instruction, yoga, meditation, group gatherings, retreats, events, excursions, tours, day trips, transportation in a DPS owned vehicle or other vehicles acting on behalf of DPS, traveling to and from DPS Offerings, and all other activities associated with DPS Offerings.

"Risks" include, but are not limited to those known risks inherent to the Activities specifically listed below, vehicular travel and traffic, road and trail conditions, known and unknown health conditions, allergies, sudden weather changes, rain, wind, hail, lightening, high altitude or motion sickness, dehydration, heat stroke, snake bite, bee and other insect stings and/or bites, wild and domestic animals, inaccessibility to immediate medical attention, falling rocks and trees, and acts of God.

Risks inherent in using psychoactive substances and related activities including, but not limited to the mind-altering effects of using psychoactive substances in various doses and settings with varying levels of guidance and support before, during, and after the activities, are risks and conditions that are an integral part of these Activities including, but not limited to interactions between psychoactive substances and some prescription medications present in the participant's system, digestive system discomforts, nausea, dizziness, vomiting, diarrhea, and varying levels of temporary physical impairment.

Risks inherent in recreational activities including, but not limited to hiking, yoga, swimming, excursions, tours, and day trips, are dangers or conditions that are an integral part of the recreational activities, including but not limited to sudden weather changes, rain, wind, lightning, Participant's physical condition or exertion for which Participant is not prepared, motion sickness, dehydration, heat stroke, wild or domestic animals, insect bites and/or stings, distance and inaccessibility to immediate medical attention, travel over rough terrain, driver error, Participant error, condition of facilities, actions of other people, and acts of God.

7. Certification and Assumption of Risk. Participant hereby certifies that he/she is sufficiently physically and mentally fit for participation in DPS Offerings and has not been advised otherwise by a qualified medical person. Participant agrees to comply with DPS's participation screening process including, but not limited to completing a questionnaire disclosing personal health information.

Participant understands that DPS is not qualified to evaluate Participant's mental and physical fitness for participation in DPS Offerings beyond potential contraindications with prescription medications and/or any related health history disclosed to DPS in the questionnaire. Participant must determine if he or she is sufficiently fit to participate. Participant hereby expressly and specifically assumes the risk of injury or harm in the Participant's engagement in DPS Offerings, including, but not limited to all Risks. Participant agrees that his/her engagement in DPS Offerings is purely voluntary, and Participant elects to participate in DPS Offerings in spite of the Risks.

PARTICIPANT'S STATEMENT:

I am responsible for my health and I understand that my participation in DPS Offerings may pose some risks. To the best of my knowledge, I am in good physical condition and I am not aware of any physical or psychological infirmity, which would place me at risk to participate in any way. In the event of a medical emergency, I agree to seek emergency medical care and give permission to initiate contact with emergency medical providers. I will utilize appropriate support so that I may optimize the benefit of this experience, and reduce any risks.

In consideration of being allowed to participate in DPS Offerings, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE DPS, it's owners, organizers, hosts, staff members, service providers and participants from any and all liability, claims, demands, or course of action whatsoever arising out of, or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me whether caused by the negligence of release, or otherwise, while participating in "DPS Offerings", or while in, on or upon the premises where the Activities are being conducted.

I agree to indemnify and hold harmless those with whom I engage in DPS Offerings. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me as a result of being engaged in DPS Offerings whether caused by the negligence of release, or otherwise.

By signing this release below, I acknowledge and represent that I have read, understood and signed the form voluntarily; I am an adult, of at least eighteen years of age or older, and fully competent; and I execute this Release for full, adequate and complete considerations fully intending to be bound by same. This waiver applies to all present and future participation in DPS Offerings.

Print Participant's Full Legal Name: _____

Participant Age: _____ Date: _____

Participant Signature: _____

Signature of Parent/Legal Guardian (if Participant is under 18 years of age): _____