



*RESILIENT HEALTH NETWORK, INC.*

*MEMBERSHIP AGREEMENT*

- Members affirm their commitment to the mission, vision and goals of Resilient Health Network, Inc.
- Members acknowledge that all activities conducted by Resilient Health Network, Inc. are agricultural in nature.
- Members agree to conduct all membership activities and to access membership benefits – including but not limited to agritourism, educational, and entrepreneurial opportunities sponsored by Resilient Health Network, Inc. – exclusively to promote Resilient Health Network, Inc.’s agricultural activities and the sale and distribution of commercial agricultural farm goods and products produced by its members, affiliates, and partners
- Members understand that Resilient Health Network, Inc. is an organization based on cooperation and collaboration between its individual and organizational members. We encourage diversity of opinions and recognize that some members may have agendas that differ in part from those of Resilient Health Network, Inc. and other members. We insist, however, on mutual respect. Adversarial approaches or confrontations between members in forums, social media, or any other public areas that concern Resilient Health Network, Inc. are not consistent with membership.
- Member organizations are encouraged to use the fact of their membership in Resilient Health Network, Inc. for identification and promotional purposes. Members shall not state or imply that such membership constitutes endorsement of any policies or actions without the express approval by the Resilient Health Network, Inc. Board.
- Members acknowledge that:
  - Views they may express do not necessarily reflect the views of Resilient Health Network, Inc. and its Board.
  - Resilient Health Network, Inc. does not engage in lobbying activities.
- Members have the privilege of posting notices of appropriate events and other items of general interest (news of products and services, job openings, and the like) on Resilient Health Network, Inc. media. Resilient Health Network, Inc. reserves the right to monitor items for appropriateness and to reject items.
- Resilient Health Network, Inc. does not share contact information for individual members and does not sell or exchange mailing lists with other organizations. Unless instructed otherwise, Resilient Health Network, Inc. does acknowledge individual members on our website, and organizational members are posted with contact information.
- Resilient Health Network, Inc. affirms its right to reject or expel a member if, in the Board’s determination, their purpose or actions are not consistent with or complementary to the mission and goals of Resilient Health Network, Inc. In such a case, cause would be stated and membership dues for the 30 days prior shall be returned.

\_\_\_\_\_  
Member Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member Applicant Name (printed)

**WAIVER AND RELEASE OF LIABILITY**

In consideration of the risk of injury while participating in Resilient Health Network, Inc. membership benefits (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, employees, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge The Cassella Bennett Family Trust Dated February 26 2019, Resilient Health Network Inc., Starlight Farms LLC (dba Resilient Acres Management LLC), & Resilient Acres LLC, (the "Hosts"), their affiliates, managers, members, agents, attorneys, staff, trustees, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY , WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM, AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless the Hosts against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If the Hosts incurs any of these types of expenses, I agree to reimburse the Hosts.

I acknowledge that the Hosts and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the Hosts.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE HOSTS AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVER ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST THE HOSTS FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Hosts, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a results of my or my family or employee's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant and the Hosts agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Participant's Name	Participant's Address	Participant's Phone
Emergency contact name	Emergency Contact's Relation	Emergency Contact's Phone
Participant's Signature	Date	