

# CHURCH OF THE LIVING MONAD

*Sacrament Ceremony Participation Agreement, Informed Consent, Assumption of Risk, Release of Liability, and Arbitration Agreement*

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This Agreement is entered into voluntarily by the undersigned participant (“Participant,” “I,” or “me”) and the Church of the Living Monad, its clergy, facilitators, officers, members, volunteers, and affiliated persons (collectively, the “Church”), in connection with my voluntary participation in religious sacramental ceremonies and related activities (the “Ceremonies”).

**PLEASE READ CAREFULLY. THIS IS A LEGALLY BINDING DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS, INCLUDING A WAIVER OF THE RIGHT TO SUE AND A WAIVER OF THE RIGHT TO A JURY TRIAL. DO NOT SIGN UNLESS YOU UNDERSTAND AND AGREE TO ALL OF ITS TERMS.**

## 1. Religious Nature and Voluntary Participation

I understand that the Church of the Living Monad is a religious organization and that its Ceremonies are sincere exercises of religious faith and practice, conducted within a ceremonial and spiritual context and protected under the Religious Freedom Restoration Act and applicable law. I am participating of my own free will, for religious and spiritual purposes, and not for medical treatment, therapy, or recreation.

I affirm that no one has pressured, coerced, or induced me to participate, and that I may decline or withdraw from participation at any time.

*Participant initials:* \_\_\_\_\_

## 2. Not Medical Care

I understand and agree that the Ceremonies are not medical care, psychotherapy, psychiatric treatment, or a substitute for professional healthcare. The Church’s clergy and facilitators are acting in a religious and ceremonial capacity only, not as licensed medical, psychological, or mental-health providers, and no provider–patient relationship is created. No medical advice, diagnosis, or treatment is offered or implied, even if a participant or facilitator happens to hold professional credentials in another setting.

I am solely responsible for my own healthcare decisions and for consulting my own qualified healthcare providers before and after participating.

*Participant initials:* \_\_\_\_\_

## 3. Informed Consent and Acknowledgment of Risks

I acknowledge that participation in the Ceremonies, including the consumption of sacramental substances and participation in associated practices (such as fasting, dietary restrictions, breathwork, physical movement, extended sitting, and emotionally intense experiences), involves inherent and significant risks. These risks include, but are not limited to:

- Physical effects such as nausea, vomiting, diarrhea, sweating, chills, dizziness, changes in heart rate and blood pressure, and temporary loss of physical coordination;
- Psychological and emotional effects, including intense, frightening, or distressing experiences, anxiety, confusion, disorientation, the surfacing of difficult memories or emotions, and altered perception of reality;

- Interactions with pre-existing physical or mental health conditions, prescription medications, supplements, or other substances, which may be serious or life-threatening;
- Risks associated with the ceremonial environment, including injury from movement, falls, or contact with objects or other participants;
- Unforeseeable risks, including risks that are not currently known or anticipated, up to and including serious injury, permanent disability, or death.

**I understand these risks and accept them fully. I acknowledge that the Church has encouraged me to ask questions and to seek independent medical and professional advice before participating.**

*Participant initials:* \_\_\_\_\_

#### **4. Health Disclosure and Eligibility Representations**

I represent and warrant that I have truthfully and completely disclosed all relevant information requested by the Church, including my physical and mental health history, current and past medical conditions, all medications and supplements I am taking, and any history of cardiac, neurological, or psychiatric conditions.

I understand that certain conditions and medications may make participation dangerous, and that the accuracy of my disclosures is essential to my safety. I accept full responsibility for the truthfulness and completeness of the information I provide. I agree to promptly inform the Church of any change in my health or medications before any Ceremony.

I represent that I am at least 18 years of age and of sound mind, and that I am not participating under the influence of any undisclosed substance.

*Participant initials:* \_\_\_\_\_

#### **5. Assumption of Risk**

**I KNOWINGLY, VOLUNTARILY, AND FREELY ASSUME ALL RISKS associated with my participation in the Ceremonies, whether known or unknown, foreseeable or unforeseeable, including the risks described above and any risks arising from the ordinary negligence of the Church. I accept personal responsibility for any harm, injury, illness, loss, or damage that I may suffer arising out of or related to my participation.**

*Participant initials:* \_\_\_\_\_

#### **6. Release and Waiver of Liability**

**To the fullest extent permitted by law, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Church of the Living Monad and its clergy, facilitators, officers, directors, members, employees, volunteers, agents, and affiliated persons (the “Released Parties”) from any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including attorneys’ fees) of any kind, whether known or unknown, that I, my heirs, or my representatives may have or claim to have, arising out of or in any way connected with my participation in the Ceremonies, INCLUDING ANY CLAIMS BASED ON THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES.**

This release does not apply to conduct that is found by a court or arbitrator to constitute gross negligence, willful or wanton misconduct, or intentional wrongdoing, or to any liability that cannot be waived as a matter of law.

*Participant initials:* \_\_\_\_\_

## 7. Indemnification

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) brought by me or by any third party, arising out of or related to my participation in the Ceremonies or my breach of this Agreement, including claims based on inaccurate or incomplete health disclosures.

*Participant initials:* \_\_\_\_\_

## 8. Medical Emergencies and Consent to Care

In the event of an apparent medical emergency, I authorize the Church to take reasonable steps it deems appropriate, which may include contacting emergency medical services. I understand that the Church is not obligated to provide medical care and that I am responsible for the costs of any emergency or medical treatment. I agree that the Church's decision to summon or not summon outside assistance, made in good faith, shall not be a basis for liability.

*Participant initials:* \_\_\_\_\_

## 9. Confidentiality and Conduct

I agree to respect the privacy and confidentiality of other participants and not to disclose the identity of others or the details of their experiences. I agree to follow all reasonable instructions and guidelines provided by the Church before, during, and after the Ceremonies, and to conduct myself respectfully and safely.

*Participant initials:* \_\_\_\_\_

## 10. Binding Arbitration and Waiver of Jury Trial

**Any dispute, claim, or controversy arising out of or relating to this Agreement or to my participation in the Ceremonies—including the validity, scope, or enforceability of this arbitration provision—shall be resolved exclusively by final and binding arbitration, and not in court, except that either party may seek relief in a small-claims court for qualifying claims.**

The arbitration shall be administered by a recognized arbitration provider under its applicable rules, conducted by a single arbitrator, and held in Oklahoma County, Oklahoma, unless the parties agree otherwise. The arbitrator's decision shall be final and may be entered as a judgment in any court of competent jurisdiction.

**I UNDERSTAND THAT BY AGREEING TO ARBITRATION I AM GIVING UP MY RIGHT TO A TRIAL BY JURY AND MY RIGHT TO HAVE DISPUTES DECIDED IN COURT.**

Class Action Waiver: To the fullest extent permitted by law, all claims must be brought in an individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding.

Participant initials: \_\_\_\_\_

## 11. Governing Law and Severability

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma and applicable federal law, without regard to conflict-of-law principles. If any provision of this Agreement is held invalid or unenforceable, that provision shall be modified to the minimum extent necessary, or severed, and the remaining provisions shall remain in full force and effect. The parties intend that this Agreement be enforced to the broadest extent permitted by law.

## 12. Acknowledgment and Voluntary Signature

**I CERTIFY THAT I HAVE READ THIS ENTIRE AGREEMENT, THAT I UNDERSTAND IT, AND THAT I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS AND TO SEEK INDEPENDENT LEGAL AND MEDICAL ADVICE. I AM SIGNING IT KNOWINGLY, VOLUNTARILY, AND OF MY OWN FREE WILL, INTENDING IT TO BE LEGALLY BINDING ON ME, MY HEIRS, AND MY REPRESENTATIVES.**

Participant signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency contact (name / relationship / phone):  
\_\_\_\_\_

### **Witness / Church Representative**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

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*This template is provided as a working draft for review by qualified legal counsel before use. It is not legal advice and should be reviewed and finalized by the Church's attorney to ensure enforceability under current Oklahoma and federal law.*