

## **PSILOCYBIN USER AGREEMENT**

This Psilocybin User Agreement ("Agreement") is entered into by and between Space Clinic, LLC with the address at 11125 NE Weidler, Portland OR 97220 (the "Facility", "we" or "our") and ("User", "you" or "your") on [\_\_\_\_\_], (the "Effective Date").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. Services.**

The Facility agrees to provide psilocybin-assisted therapy services (the "Services") to the User in accordance with applicable laws and regulations. These services may include, but are not limited to, administering psilocybin in a controlled and supervised environment, providing psychological support, and facilitating sessions to address the User's therapeutic needs. Users will be given the opportunity to participate in one or more integration sessions following participation in an administration session.

### **2. Your Representation.**

You further represent and warrant that all information provided during the registration of our Services is accurate, true, and complete. If you provide false, inaccurate, or incomplete information, we reserve the right to suspend or terminate your access to the Services.

### **3. Rules of Conduct**

- a) You may only possess, purchase or consume psilocybin products under our staff's supervision at our Facility. You shall follow the instructions provided by our staff in order for us to comply with the applicable laws and regulations.
- b) You agree not to use any intoxicating substances, including but not limited to tobacco, alcohol, and marijuana, during administration sessions.
- c) You shall not record, photograph, or otherwise document Psilocybin sessions unless you sign appropriate documentation provided by the state.
- d) You shall respect the confidentiality and privacy of other participants in Psilocybin sessions. Sharing personal information or experiences of other participants without their explicit consent is strictly prohibited.
- e) You shall not transfer your Psilocybin session reservation to another individual without the explicit approval of the Facility.
- f) You shall not distribute Psilocybin to any other individuals.
- g) You shall not engage in any form of harassment, discrimination, or harm towards others during Psilocybin sessions.

- h) You shall not engage in any illegal or unethical activities while under the influence of Psilocybin.
- i) You shall comply with all applicable laws and regulations applicable to the use of Psilocybin and related services.
- j) You shall not bear firearms at the Facility's premises.
- k) You acknowledge the importance of seeking professional guidance when using Psilocybin for therapeutic or transformative purposes. The Facility strongly recommends you consult with your healthcare provider prior to utilizing psilocybin services.

#### **4. Refusal of the Services.**

Subject to the applicable law, the Facility may refuse to provide Services to you for the following reasons or no reason at all, except that the Facility will not cease providing Services to you during an administration session after you have consumed a psilocybin product, except as necessary in an emergency.

- a) You are younger than 21 years old.
- b) You are visibly intoxicated
- c) . You fail to meet the prerequisites, including completing the required forms and meeting with your facilitator for your pre-appointment orientation session.
- d) You provide false, inaccurate or incomplete information.
- e) You fail to arrive at the scheduled session on time resulting in disruption to group sessions.
- f) You fail to follow the instructions given by our staff.
- g) You fail to comply with the Rules of Conduct as set forth in Section 3 above.
- h) You refuse to sign this User Agreement or the required Informed Consent form.
- i) You engage in disorderly or unlawful activity on the Facility premises or in areas adjacent to or outside the Facility premises under the control of the Facility. "Disorderly activities" means activities that harass, threaten or physically harm oneself or another person. "Disorderly activities" include but are not limited to offensive conduct towards another person based on race, ethnicity, religion, language, disability, age, gender, gender identity, sexual orientation, or social class.
- j) You fail to pay the fees.
- k) You experience an adverse medical or physical reaction during your participation in therapy sessions or related activities at the premises.

After you are notified that we decline to provide the Services to you, we will immediately provide you with a refund except for the deposit and you agree to immediately leave the Facility premises.

#### **5. Fees and Payment**

The User agrees to pay the Facility \_\_\_\_\_ for the Psilocybin services rendered. Payment shall be made in accordance with the terms outlined herein.

The User shall make payments through credit/debit cards, electronic funds transfer, or other mutually agreed-upon methods.

Sessions are partially refundable. A \$100 cancellation charge will be held from paid funds in the event that a client does not attend the session.

## **6. Confidentiality**

All information and records related to you or your psilocybin-assisted therapy sessions, including your personal data, and communication made by you during the course of the Services are Confidential Information. The Facility will maintain the confidentiality of all Confidential Information and will not disclose or share any Confidential Information, without the explicit consent of the user, except:

- When you or a person authorized to act on your behalf gives consent to the disclosure;
- When you initiate legal action or make a complaint against the Facility or its officers, employees or contractors;
- When the communication reveals the intent to commit a crime harmful to you or others;
- When the communication reveals that a minor may have been a victim of a crime or physical, sexual or emotional abuse or neglect;
- When responding to an inquiry by the Oregon Health Authority made during the course of an investigation into the conduct of the Facility, its officers, employees or contractors;
- When such disclosure is required under the law or by the Oregon Health Authority.

## **7. Personal Data**

You authorize the Facility to use your personal data to provide the Services to you, process the payments, and contact you within 72 hours of the conclusion of the administration session to offer you information on integration sessions and other services, including but not limited to peer support groups and community resources, in support of your ongoing integration needs.

The Facility will implement appropriate technical and organizational measures to protect user data from unauthorized access, disclosure, alteration, or destruction. This includes secure storage and transmission of data.

We may retain your personal data for a specified period in accordance with applicable laws and regulations. After this period, data will be securely disposed of or de-identified to prevent identification of individual users.

You have the right to access your own data, request corrections, and inquire about how your data is used. You may also request the deletion of their data, subject to legal and regulatory requirements. The Facility will comply with all applicable data protection laws and regulations. In case of any data breaches, the Facility will notify affected users and relevant authorities as required by law.

Any de-identified data will not be considered “personal data”.

## **8. Transportation Policy**

You acknowledge and agree not to operate vehicles and to have a responsible and sober adult accompany you home following the psilocybin-assisted therapy session. The Facility will not allow the User to leave unaccompanied.

You must complete a transportation plan during the orientation session with the facilitator. Depending on availability, upon your request, we may transport you home with our vehicle at your additional costs.

If you choose to use Uber or other ride-share or taxi services, you agree that we are not responsible for incidents that happen on the way home

We are not responsible for damage to vehicles parked on the street or in the parking lot overnight.

## **9. Emergency**

In the event that you experience an adverse medical or physical reaction during your participation in therapy sessions or related activities at the premises, the Facility reserves the right to take appropriate action for your safety and well-being. This action may include promptly removing you from the premises to seek medical attention or assistance.

If, in the professional judgment of the Facility's staff, it is deemed necessary to utilize emergency medical services, including but not limited to ambulance services, to address your medical condition, you shall be responsible for bearing the cost of such emergency services.

## **10. Assumption of Inherent Risks and Liability Release**

You understand and agree that you have been provided with information about the nature and potential effects of psilocybin-assisted therapy. You have had the opportunity to ask questions and seek clarification regarding these matters. Your participation is voluntary, and you have

given informed consent to engage in psilocybin-assisted therapy with a full understanding of its nature.

The Facility does not make any guarantees, representations, or warranties, expressed or implied, regarding the outcomes or effects of psilocybin-assisted therapy, including but not limited to specific therapeutic results, experiences, or effects. Psilocybin-assisted therapy is not a substitute for medical or psychiatric treatment.

The Facility does not provide medical or psychiatric diagnoses, treatments, or advice. If you have any medical or psychiatric conditions, it is your responsibility to consult with appropriate healthcare professionals and follow their guidance.

You acknowledge and accept that psilocybin-assisted therapy involves inherent risks and uncertainties, including but not limited to physical, psychological, and emotional effects. By signing this Agreement, you agree to assume all such risks associated with the therapy sessions and the use of psilocybin.

To the fullest extent permitted by applicable law, you hereby release, discharge, and hold harmless the Facility, its owners, officers, employees, contractors, agents, and representatives (the "Facility Parties") from any and all claims, liabilities, demands, actions, causes of action, costs, and expenses, whether at law or in equity, arising out of or in connection with your participation in psilocybin-assisted therapy sessions or accepting our Services, including, but not limited to, any injury, harm, loss, or damage, whether physical, emotional, psychological, or otherwise.

This release of liability shall apply to any claim or cause of action that may arise in the present or future, known or unknown, and shall be binding upon you, your heirs, executors, representatives, or assigns.

## **11. Non-Effect**

Rarely, psilocybin mushrooms may fail to produce the desired effect on a client. This includes under-effect, where an effect lower than expected occurs, or non-effect, where a client does not notice anything. It has only happened twice at our clinic in a year.

You agree to understanding that this rare circumstance is possible, and that we cannot provide a refund in these circumstances.

## **12. Property Policy**

During a session, clients at times do things that they wouldn't normally do. While these things are typically innocuous and do not result in any damage, damage that requires cleaning or repair does sometimes occur.

We ask that clients pay 50% of the total cost of damaged furniture or property during sessions.

### **13. Limitation of Liability; Indemnification**

IF SECTION 10 IS FOUND INVALID OR UNENFORCEABLE BY ANY COURT OF COMPETENT JURISDICTION, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FACILITY'S TOTAL LIABILITY FOR ANY DIRECT DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID OR PAYABLE BY THE USER TO THE FACILITY UNDER THIS AGREEMENT

DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE FACILITY SHALL NOT BE LIABLE TO THE USER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You agree to defend, indemnify and hold the Facility Parties harmless from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorney's fees) arising out of or related to this Agreement, the Facility's Services or your use of psilocybin.

### **14. Dispute Resolution**

- a) In the event of any dispute, claim, or controversy arising out of or related to this Agreement, the parties agree to first attempt to resolve the matter through good faith negotiations.
- b) If negotiations do not lead to a resolution within a reasonable period, the parties agree to participate in non-binding mediation conducted by a mutually agreed-upon mediator and make good faith efforts to reach a mutually acceptable resolution. The costs of mediation shall be shared equally by the parties.
- c) If negotiations and mediation do not result in a resolution, any remaining dispute, claim, or controversy shall be resolved exclusively through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in Portland, Oregon. The Parties shall mutually agree on a single arbitrator to preside

over the arbitration proceedings. The prevailing party in the arbitration shall be entitled to recover its reasonable attorney's fees and costs. Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The costs of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the parties unless otherwise determined by the arbitrator.

## **15. Governing Law**

This Agreement and any disputes arising under or related to it shall be governed by and construed in accordance with the laws of Oregon, without regard to its conflict of laws principles

## **16. Force Majeure**

The Facility shall not be liable for its inability to perform any of its obligations under this Agreement due to acts of God, the elements, strikes, actions or decrees of governmental bodies or any like causes beyond the reasonable control of the affected party, and could not have been prevented or avoided by the exercise of all due diligence ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this Agreement.

## **17. Non-Waiver**

No course of dealing, course of performance, or failure of either party to strictly enforce any provision in the body of this Agreement or in a Statement of Work is to be construed as a waiver thereof.

## **18. Interpretation; Construction**

If any provision of this Agreement is held illegal, invalid or unenforceable under the Law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement. All headings in this Agreement are for convenience and for reference only, are not part of this Agreement, and no construction or inference will be derived from the headings. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will be deemed one and the same document. Once signed by an authorized signatory of a party, any reproduction of the original signature will be considered an original. The parties acknowledge that each party has reviewed this Agreement and had an opportunity to have legal counsel review this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. The word "including" does not exclude items not listed. Unless the context otherwise requires, singular includes the plural and plural the

singular, and masculine, feminine and neuter genders are interchangeable. Unless expressly provided otherwise, the word “day” refers to a calendar day.

### **19. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, written or oral, between the parties with respect to the subject matter hereof. No modification, amendment, supplement to, or waiver of this Agreement is binding upon the parties unless made in writing and signed by authorized representatives of both parties.

### **20. Survival of Provisions**

Termination of this Agreement for any reason will not affect any continuing obligation or liability of the Agreement which would otherwise survive termination of this Agreement. By signing below, each party represents it has read this Agreement, understands it, and agrees to be bound by it as of the Effective Date.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Psilocybin Services Agreement as of the Effective Date.

Facility Name: Space Clinic LLC

Name: Eric Lee

Title: Owner

User:

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

Printed Name: \_\_\_\_\_

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