



## **FREEDOM MERCANTILE MEMBERSHIP AGREEMENT**

This Membership Agreement ("Agreement") is entered into by and between the Freedom Mercantile, an integrated auxiliary of The Freedom Hall, a collective ("Mercantile"), and the undersigned individual ("Member"). This Agreement establishes the terms and conditions governing the relationship between the Mercantile and the Member about access and use of the Freedom Mercantile's services and offerings.

### **1. Membership Participation and Benefits**

**1.1 Membership Enrollment:** Upon signing this Agreement, the Member will be enrolled as a member of the Mercantile. Membership is open to individuals who agree to the terms and conditions outlined in this Agreement.

**1.2 Access to Products:** The Mercantile offers its members access to a variety of goods and produce, including but not limited to food, beverage, and other items, through a peer-to-peer cooperative model ("Cooperative Shopping"). Members may purchase goods directly from other members i.e., Vendors within the Mercantile network.

**1.3 Private Contract:** Membership in the Mercantile operates under a private, voluntary contract between consenting parties. All transactions conducted through the Freedom Mercantile are private agreements between members and Vendors.

### **2. Liability Waiver and Acknowledgement**

**2.1 No USDA, FDA, or State Inspection:** The Member acknowledges and understands that many products and produce available through the Freedom Mercantile have not been inspected or certified by the United States Department of Agriculture (USDA), the Food and Drug Administration (FDA), or any state regulatory agency. All products are exchanged within a private network and are not subject to the same regulatory standards as products sold through public channels.

**2.2 Waiver of Liability:** By entering into this Agreement and utilizing the Freedom Mercantile's services, the Member agrees to waive any claims against the Vendors, and Mercantile, its affiliates, staff, agents, and fellow members arising out of the use, handling, consumption, or receipt of products obtained through the Freedom Mercantile. This waiver includes but is not limited to claims for personal injury, illness, property damage, or any other adverse effects resulting from the consumption or use of such products.

**2.3 Assumption of Risk:** The Member acknowledges and assumes all risks associated with the purchase, handling, and consumption of products obtained from the Mercantile. The Member is responsible for making their own assessments regarding the quality and safety of products prior to purchase or use. All Mercantile Vendors follow best sanitation practices.

### **3. Membership Rights and Obligations**

**3.1 Cooperative Model:** As a member, the Member agrees to participate in Mercantile's peer-to-peer cooperative shopping model. This model operates on trust, mutual respect, and voluntary exchange between members.

**3.2 Privacy:** The Mercantile does not share personal information with outside parties except as required by law.

## **4. Donations and Payment**

**4.1 Membership:** The Member agrees to pay any applicable membership donation as established by the Mercantile. The donation for membership will be automatically collected each month by debit or credit card.

**4.2 Payment for Products:** Payment for products & foods obtained through the Mercantile will be made directly to the vendors in which you are purchasing from.

## **5. Term and Termination**

**5.1 Term:** This Agreement will remain in effect until terminated by either party as outlined in Section 5.2.

**5.2 Termination:** Either party may terminate this Agreement at any time. Written notice and or verbal agreement to terminate are acceptable. Upon cancellation and or termination, the Member will no longer have access to the Mercantile's consumable foods.

**5.3 Termination for Cause:** The Mercantile may terminate this Agreement immediately if the Member engages in any activities deemed harmful by the proprietor to the Mercantile.

## **6. Indemnification**

The Member agrees to indemnify and hold harmless the Mercantile, its affiliates, staff, agents, and other members from and against any and all claims, liabilities, damages, or expenses (including legal fees) arising out of the Member's actions or omissions in connection with their participation in the Mercantile, including any claims related to the purchase, use, or consumption of products obtained from the Mercantile.

## **7. Dispute Resolution**

Any dispute or claim arising out of or relating to this Agreement shall be resolved through informal negotiation between the parties.

## **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the United States For America Constitution.

## **9. Miscellaneous**

**9.1 Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, whether written or oral, regarding the subject matter hereof.

**9.2 Severability:** If any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**9.3 Amendments:** The Mercantile may amend this Agreement at any time by providing written notice to the Member. Continued membership after the amendment constitutes acceptance of the new terms.

By signing below, the Member acknowledges that they have read, understood, and agree to the terms and conditions outlined in this Membership Agreement.... & that I am at least 18 years of age, and of sound mind.

## **THE FREEDOM MERCANTILE – WELLNESS ROOM**

Assumption of Risk & Liability Waiver Private Contract – Member Use Only I acknowledge that use of The Freedom Mercantile Wellness Room includes infrared sauna, red light therapy, and cold plunge therapy.

I understand these activities involve inherent risks including, but not limited to, dizziness, burns, dehydration, changes in blood pressure, hypothermia, aggravation of existing conditions, serious injury, or death.

I affirm that I am a current member of The Freedom Mercantile and have previously executed a Membership Agreement.

I represent that I am physically and mentally capable of participation, have sought medical advice where appropriate, and agree to discontinue use immediately if adverse symptoms occur. I knowingly and voluntarily assume all risks, known and unknown, foreseeable and unforeseeable, arising from my use of the Wellness Room.

To the fullest extent allowed, I release and hold harmless The Freedom Mercantile, its owners, operators, members, volunteers, and affiliates from any and all claims or liabilities, including those arising from negligence. I understand that no medical advice, diagnosis, or treatment is provided. Participation is voluntary and based on my own free will and informed consent. This document constitutes a private contract between private parties, entered into without coercion. I acknowledge my inherent and natural rights and knowingly choose to contract for this private member benefit. This agreement shall be governed by Constitutional Law and principles of private contract.