

## CHURCH OF SACRED SACRAMENTS

A First Amendment Free Church | IRC 508(c)(1)(A) | Montana Location | Nationwide Ministry

# INFORMED CONSENT & LIABILITY RELEASE

*Sacramental Ceremony Participation Agreement*

### CONFIDENTIAL RELIGIOUS RECORD — PASTORAL PRIVILEGE PROTECTED

This document is a sacred ecclesiastical record of the Church of Sacred Sacraments. It is protected under pastoral privilege and First Amendment religious freedom protections. RFRA and First Amendment protections apply to this record and the ceremony it documents.

## I. PARTICIPANT INFORMATION

Full Legal Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Ceremony Date: \_\_\_\_\_ Location: \_\_\_\_\_

Facilitator(s): \_\_\_\_\_

Sacrament:  Psilocybin Mushrooms  DMT / Ayahuasca  Peyote

Dosage: \_\_\_\_\_

## II. INFORMED CONSENT DECLARATION

### A. Understanding of Sacramental Nature

I understand and sincerely affirm that:

1. This is a RELIGIOUS CEREMONY — not medical treatment, therapy, or clinical intervention.
2. The Church of Sacred Sacraments makes NO medical, therapeutic, or health claims about entheogenic sacraments.
3. My participation is based on sincere religious belief and my active membership in the Church of Sacred Sacraments.

4. This ceremony is protected under the Religious Freedom Restoration Act (42 U.S.C. § 2000bb), Montana SB 215, and the First Amendment Free Exercise Clause.

## B. Voluntary Participation

I affirm that I am participating:

- Voluntarily and of my own free will
- Without coercion, pressure, or undue influence from any person or entity
- With full understanding of the nature, purpose, and effects of the sacrament
- After completing the required medical screening honestly, completely, and without omission
- As a sincere member of the Church of Sacred Sacraments in good standing

## III. RISKS AND EFFECTS ACKNOWLEDGMENT

I have been fully informed about and understand the following potential physical effects, psychological effects, and risks:

Physical Effects	Psychological Effects	Potential Risks
<ul style="list-style-type: none"> <li>• Altered perception / visual &amp; auditory changes</li> <li>• Nausea or vomiting (especially DMT/ayahuasca)</li> <li>• Increased heart rate and blood pressure</li> <li>• Muscle tension or physical discomfort</li> <li>• Fatigue or drowsiness after ceremony</li> </ul>	<ul style="list-style-type: none"> <li>• Intense emotions (joy, fear, grief, ecstasy)</li> <li>• Ego dissolution and loss of sense of self</li> <li>• Confrontation with difficult memories</li> <li>• Spiritual or mystical experiences</li> <li>• Temporary disorientation or confusion</li> </ul>	<ul style="list-style-type: none"> <li>• Triggering of latent mental health conditions</li> <li>• Challenging or frightening experiences</li> <li>• Temporary psychological distress</li> <li>• Risk of injury if safety protocols not followed</li> <li>• Exacerbation of underlying health conditions</li> </ul>

## Contraindications Acknowledged

- SSRI / MAOI medication interactions
- Cardiovascular conditions
- Psychotic disorders or family history thereof
- Pregnancy or nursing
- Severe anxiety or unstable mental health
- Other medical contraindications as disclosed in my medical screening

## IV. MEDICAL DISCLAIMER

I understand and acknowledge that:

5. I am personally responsible for honestly disclosing all health conditions, medications, and contraindications on my medical screening.
6. Facilitators are not medical professionals and cannot provide medical advice or diagnosis.
7. The Church strongly recommends consulting with my physician before ceremony participation.
8. I should not discontinue any prescribed medications without medical supervision.
9. This ceremony is not a substitute for professional medical or mental health treatment.

## **V. EMERGENCY PROCEDURES**

I understand and consent to the following emergency protocols:

10. Facilitators are trained in basic emergency response and hold current first aid certification.
11. Emergency services (911) will be called if there is serious medical concern — without exception.
12. My emergency contact will be notified if necessary.
13. I may be transported to hospital if medically necessary.
14. The Church will provide RFRA protection documentation and the Law Enforcement / Hospital Letter to medical or law enforcement personnel to provide context for my sacramental participation.

## **VI. BEHAVIORAL EXPECTATIONS**

I agree and commit to:

- Follow all facilitator instructions during ceremony without resistance or argument
- Remain within the designated ceremonial space for the full duration of the experience
- Respect all other participants and maintain strict confidentiality of their identities and experiences
- Not engage in sexual, aggressive, or otherwise unsafe behavior
- Not leave the premises without explicit facilitator permission
- Not drive or operate any machinery for a minimum of 24 hours following the ceremony
- Complete all required integration work following the ceremony as directed by my facilitator

## **VII. CONFIDENTIALITY**

I understand and agree that:

- All ceremony details and the identities of other participants are strictly confidential.
- My own participation, experiences, and records are protected under pastoral privilege.
- I may share my own experiences at my discretion but may not share others' identities or experiences without explicit permission.
- Facilitators may discuss my safety and wellbeing with ministerial leadership if genuine concerns arise — this is a sacred duty of care, not a breach of confidentiality.



## VIII. LIABILITY RELEASE AND WAIVER

### PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS

This section contains a release of liability and waiver of certain legal claims. By signing this document, you are agreeing to waive certain rights. You are encouraged to consult with legal counsel before signing.

### A. Assumption of Risk

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I hereby acknowledge and agree that:

15. I am voluntarily assuming all risks associated with sacramental ceremony participation.
16. I have been fully informed of potential risks and have had adequate opportunity to ask questions.
17. I am participating for sincere religious reasons — not for medical, therapeutic, or recreational purposes.
18. I accept full personal responsibility for my decision to participate.

### B. Release of Liability

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To the fullest extent permitted by law, I hereby RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE the following parties from any and all liability, claims, demands, actions, and causes of action arising out of or related to any loss, damage, or injury (including death) that may be sustained by me during or after sacramental ceremony participation:

- Church of Sacred Sacraments and its Ministerial Council and ecclesiastical leadership
- All ordained ministers, facilitators, and ceremony leaders
- Property owners or hosts of the ceremony location
- Other members or participants in the ceremony

This release applies to liability arising from: ordinary negligence of facilitators or Church; the nature and effects of the sacrament itself; my own actions or reactions during ceremony; interactions with other participants; and medical or psychological effects including adverse reactions.

#### EXCLUSIONS — This Release Does NOT Apply To:

This release does NOT apply to: gross negligence or willful misconduct; sexual assault or intentional harm; or the knowing provision of adulterated or mislabeled sacramental substances.

### C. Indemnification

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I agree to INDEMNIFY and HOLD HARMLESS all released parties from any claims, lawsuits, or expenses (including reasonable attorney fees) arising from: my own actions during or after ceremony; my failure to disclose medical contraindications; my violation of safety protocols or behavioral expectations; and any third-party claims related to my participation.

## **D. Legal Acknowledgments**

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19. This release is binding on my heirs, executors, administrators, and assigns.
20. I have read this document carefully and fully understand its contents and legal effect.
21. I have had the opportunity to consult with legal counsel before signing.
22. I am signing voluntarily, without duress or coercion.
23. This document may be used as evidence in legal proceedings.
24. Montana law governs this agreement.

## **E. Severability**

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If any provision of this release is found to be unenforceable by a court of competent jurisdiction, all remaining provisions shall remain in full force and effect.

## **IX. RELIGIOUS FREEDOM PROTECTIONS**

I understand and affirm that:

25. This release does NOT waive my religious freedom rights under RFRA, Montana SB 215, or the First Amendment.
26. The Church of Sacred Sacraments will defend my rights if my sincere religious practice is challenged.
27. My membership and sacramental use are protected under the precedent established in *Gonzales v. O Centro Espirita Beneficente Uniao do Vegetal*, 546 U.S. 418 (2006).

## **X. ACKNOWLEDGMENT OF UNDERSTANDING**

### **FINAL AFFIRMATION**

I HAVE READ THIS ENTIRE DOCUMENT CAREFULLY. I UNDERSTAND ITS CONTENTS AND LEGAL EFFECT. I AM SIGNING VOLUNTARILY WITH FULL KNOWLEDGE OF THE RISKS AND IMPLICATIONS. I AFFIRM THAT MY PARTICIPATION IN THIS CEREMONY IS AN EXPRESSION OF MY SINCERE RELIGIOUS BELIEF AS A MEMBER OF THE CHURCH OF SACRED SACRAMENTS.

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*Participant Signature*

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

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

**Time:** \_\_\_\_\_

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## **XI. FACILITATOR VERIFICATION**

I, the undersigned Facilitator, verify that:

- The participant appeared to understand this document fully before signing
- The participant had adequate opportunity to ask questions and receive answers
- The participant signed voluntarily without apparent coercion or undue influence
- The participant completed the required medical screening prior to this ceremony
- The participant is an active Church member in good standing and is eligible for ceremony participation

\_\_\_\_\_  
*Facilitator Signature*

**Facilitator Printed Name:**

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

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## **XII. WITNESS (Recommended)**

The following witness affirms that the participant signed this document voluntarily:

\_\_\_\_\_  
*Witness Signature*

**Witness Printed Name:**

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

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*Retain original signed copy in secure Church records. Provide photocopy to participant.*

**This document should be reviewed by a licensed attorney in the jurisdiction where ceremonies occur.**