



AGREEMENT AND WAIVER OF LIABILITY

I acknowledge and agree that I will be voluntarily participating in the Traditional Medicinals, Inc. ("TradMed") garden visit and related activities (hereinafter "Program") scheduled to take place _____. In consideration of my participation in the Program, I agree to the following:

I understand and agree that participation is (1) not required by TradMed, (2) outside the course and scope of my employment, and (3) is at my own risk. I am aware that neither TradMed nor its Workers' Compensation insurance provider is in any way liable for any injury which may occur while volunteering as a participant in Program. I understand, and agree that time spent participating in the Program will not be compensated and I am not entitled to any benefits for my participation in the Program.

I further agree to exercise reasonable behavior and follow any and all directions provided in the Program. I assume all risk of injury, damage or loss, and agree to indemnify, defend and hold TradMed harmless from, and against, all claims, liabilities, damages, liens and expenses arising directly or indirectly from my participation in the Program.

I HAVE BEEN MADE AWARE OF, AND UNDERSTAND, THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS, BENEFITS AND PROTECTIONS OF THAT STATUTE, WHICH PROVIDES:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Cal. Civ. Code §1542.

This Agreement and Waiver of Liability shall be governed by the laws of the state of California. I agree that any dispute, claim or controversy arising out of or relating to my participation in the Program shall be determined by binding arbitration in Sonoma County, California. Should any provision hereof be determined to be invalid or unenforceable, it shall be deemed severed from this Agreement and Waiver of Liability, and such invalidity or unenforceability shall not affect the remaining provisions of this Agreement and Waiver of Liability which shall remain in full force and effect.

Date: _____

Signature: _____

Printed Name: _____