



## **Sample testing Consent and Release of Liability:**

**Notice: This is a legally binding contract.** In consideration of my being permitted by Rising Biosciences Inc. to use its products under development, I agree to the following waiver and release and I make the following representations:

I hereby acknowledge the inherent risk in using the products under development I realize that those risks include, but are not limited to: skin irritations and burns, and as with anything, the possibility of reactions which cannot be foreseen. I realize that these products are under development and should not be used by persons who are pregnant or nursing. I acknowledge that the above list is not inclusive of all possible risks associated with the use of products under development, and I agree that said list in no way limits the extent or reach of this release. **I voluntarily assume all such risks with full knowledge and appreciation of the danger and risk involved.**

I agree to assume all risk of personal injury or death, that may occur while I am using Rising Biosciences Inc products under development anywhere at any time, whether or not under supervision of Rising Biosciences Inc personnel. I hereby knowingly and intentionally waive and release, and agree to indemnify, hold harmless and defend Rising Biosciences Inc, its successors, assigns, officers, employees, consultant, trainer, and hold manufacturers, lessors, affiliated organizations and agents or assigns from all liability for any such damage, injury, death which may result. This release shall be effective even though said loss, damage or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of Rising Biosciences Inc or the other parties released. I am in good health and have no physical limitations which would affect my safe use of there products under development.

**No Reverse Engineering.** the Tester shall not (a) reverse engineer or analyze samples furnished by Rising Biosciences Inc, (b) create derivatives of such samples.

I am at least 18 years of age and otherwise legally competent to sign this agreement. This release shall be effective and binding upon me and my assigns, heirs, representatives, executors and administrators.

Initials \_\_\_\_\_



I understand that this release is a contract. No oral representations, statements or inducements apart from the above written agreement have been made. I expressly state that I have read, understand and am familiar with all its provisions and that I sign it of my own free will. I further expressly agree that this release, waiver and indemnification agreement is intended to be as broad and inclusive and that if any portion of this agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

\_\_\_\_\_  
Printed Name First, Last

\_\_\_\_\_  
Signature

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Phone

Email: \_\_\_\_\_

Type of Pain: \_\_\_\_\_

(Please complete form and return to: **Sample@Risingbiosciences.com**)