



CLINE APOTHECARY

Herbal Medicine | Education | Clinic

ASSUMPTION OF RISK, RELEASE, COVENANT NOT TO SUE AND AGREEMENT TO HOLD HARMLESS

I hereby accept and assume any and all risk and liability associated with any treatment and/or products provided by Cline Apothecary, and its agents, owners and/or employees.

I hereby consent to the performance of an evaluation on me (or on the person named below for whom I am legally responsible), which may include but is not limited to pulse and tongue evaluation and the receipt of information regarding herbs, supplements, diet & lifestyle for the purpose of enhancing my health. I understand that herbal and diet therapy is not intended as a diagnosis, prescription or treatment for any disease, physical or mental. I further understand that the agents, owners and/or employees of Cline Apothecary are not licensed to provide any medical treatment or advice. The herbs and nutritional supplements that may be recommended are traditionally considered safe in the practice of Herbalism; however, it is impossible to predict how an individual may respond to a particular herb. Some possible side effects of taking herbs include but are not limited to nausea, gas, stomachache, vomiting, headache, diarrhea, rashes, and hives. I understand and do not expect the clinical herbalist to be able to anticipate and explain all possible risks and complications of the recommendations. I understand that recommended herbs are to be consumed or applied as directed, and that I am to immediately stop using them and to notify herbalist of any unanticipated or unpleasant effects associated with the use of herbs. I understand that some herbs may be inappropriate during pregnancy. I will notify the herbalist if I am or become pregnant. I understand that some herbs may affect medications. I will notify herbalist if I start a new medication. I understand the results are not guaranteed. I understand that all my records will be kept secure and confidential in accordance with federal and state guidelines, and that my records and other information will not be disclosed or released without my written consent. I hereby assume any and all risk of injury to myself and others in my care. I further release, waive and discharge the herbalist and Cline Apothecary from any and all liability from any loss or damage, even injury resulting in death, whether caused by the attending herbalist's negligence or otherwise. I will indemnify and hold harmless the herbalist and Cline Apothecary from any loss, liability, damage, expense or cost, whether caused by the herbalist's negligence or otherwise, and whether claimed by or through the undersigned or others, including costs and attorney's fees incurred or suffered by reason of any claims, demands, actions or suits which may be filed or claimed against the herbalist and Cline Apothecary. I agree to not sue the attending herbalist or Cline Apothecary and will not individually, or for others, or on behalf of minors, bring or prosecute, or in any way aid in the institution or prosecution of any claim or suit against the attending herbalist and/or Cline Apothecary. References to the undersigned shall also include and obligate the undersigned's spouse, family, children, guests, invitees, heirs, assigns and agents, and all persons claiming by or through the undersigned. References to herbalist and/or Cline Apothecary shall benefit its owners, lessors, officers, employees, agents, successors and assigns.

Print Name _____ Date _____

Signature _____