



**WAREHOUSE SERVICE AGREEMENT
Attachment D**

RELEASE AND ASSUMPTION OF RISK

This Agreement is by and between the Client identified below ("Client ") and WorldTrans Services, Inc. ("WorldTrans"). References to Company below shall be deemed to include WorldTrans, its agents, officers, directors, shareholders, employees, contractors, successors and assigns. In consideration of the services to be provided to Client, as set forth in the Warehouse Services Agreement dated the same date ("Services"), Client agrees as follows:

1. Client has read, understood and received a copy of the Warehouse Services Agreement and understands that Client bears the risk of loss or damage to its products stored within the WorldTrans warehouse(s) ("Products"). Client further understands that WorldTrans has not acquired insurance on behalf of Client or for the coverage of Client's Products. Client has declined to purchase insurance and remains solely liable for the loss or damage to Client's Products.
2. Client expressly releases Company from any liability arising from or related to the Services wherever or whenever it may occur, whether known or unknown. In giving this release, which includes claims that may be unknown to Client at present, Client hereby waives the rights set forth in Civil Code section 1542 which provides: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**
3. Client further acknowledges and agrees that Client may later learn of facts, claims and losses which are unknown to Client as of the date of this Release, and that such potential facts, claims and losses will have no bearing on the validity of this Release.
4. Client agrees to indemnify, defend and hold Company harmless from any and all loss, liability, claim, demand and expense, including attorney's fees, arising out of, or caused by, either directly or indirectly, the Services.
5. Client assumes all risk and responsibility for damages or injuries caused by or arising from the Services whether existing prior to or occurring after the Services provided by Company.
6. Client represents and warrants to Company that Client is authorized to enter into this Agreement, and that Client does so of Client's own free will without reliance on any representation by Company.
7. This Agreement is a condition precedent to the performance of Services, and Company would not perform Services but for Client's agreement to each of the terms herein.
8. Company disclaims responsibility or liability for losses or damages, whether actual consequential, punitive or otherwise, arising from any Services.
9. This Agreement shall be governed by and construed under the laws of the State of California and any actions in connection with or arising out of this Agreement shall be commenced and maintained only in the San Diego Judicial District, County of San Diego. If any provision of this Agreement is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, beneficiaries, legal representatives, successors and assigns. The representations, warranties and covenants of the parties contained in this Agreement shall survive the execution of this Agreement.

Dated this _____ day of _____, 2006.

Client Name: _____ Signature: _____

Title: _____