

**Hivastan™ - Fenpyroximate-based Varroa Control Product**  
**Information Disclosure & Waiver and Release**

Hivastan™ is a new product approved in certain states under EPA Section 18 Emergency Exemption for controlling *Varroa* mites. The active ingredient, fenpyroximate, is new to the bee keeping industry and has a different mode of action against *Varroa* mites than other currently available products. Hivastan™ is delivered as a "patty" and works by contact activity. Bees consider the patty a foreign object and actively attempt to remove the product from the hive. In doing so, they spread Hivastan™ throughout the colony, resulting in successful control of *Varroa*.

Numerous field trials over several years showed that Hivastan™ repeatedly delivered control of *Varroa* mites. Originally, the efficacy of Hivastan™ had been documented with limited to no impact upon the colonies. However, above normal mortality during the first 48-72 hours following the initial application of product was later observed in some evaluations. It was estimated that usually less than 5% of the total population was impacted during the initial treatment period with mortality returning to normal ranges following this initial 48 - 72 hour window. In these field evaluations, continuing impact on the colony was not observed as long as any Hivastan™ that was left in the colony after the six-week treatment period was removed.

While applications of Hivastan™ may result in above-average bee mortality initially, it is not expected to cause long term negative effects. Since *Varroa* mites have the ability, if left uncontrolled, to wipe out an entire colony, controlling these mites is essential.

As all use of pesticides carry certain risks, we desire that all of our customers of this product be informed of the certain risks regarding this product, as we have outlined above, so that they may make an informed decision as to their responsible use of this important product.

Please read this document in its entirety before signing below and returning to:

Mark Taylor  
Wellmark International  
1501 E. Woodfield Road, Ste 200W  
Schaumburg, IL 60173

\_\_\_\_\_ (hereinafter, the "Releasing Party"), does hereby remise, release, and forever discharge Wellmark International ("Wellmark"), its subsidiaries, affiliates, divisions, agents, employees, representatives, successors, assigns, heirs, executors, and administrators, and also any and all other persons, associations, corporations, or entities, whether herein referred to or not (collectively, the "Released Parties"), from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims, and/or demands whatsoever, whether at law or in equity, including claims/demands for contribution, arising from or by reason of any and all known and/or unknown, foreseen and/or unforeseen injuries, death, damages, costs, expenses, and/or losses of any kind whatsoever, which heretofore have been, and which hereafter may be, sustained or claimed to have been sustained by the Releasing Party or by any and all other persons, associations, corporations, or entities, whether herein referred to or not, by reason of or arising from the Releasing Party's use of Hivastan™.

In the event that any one or more of the provisions set forth herein shall be for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this document shall be construed as if the invalid, illegal, or unenforceable provision(s) had never been set forth herein. If any one or more of the provisions contained herein shall for any reason be held to be excessively broad as to time, duration, activity, subject, or geographical scope, it shall be construed by reducing it so as to be enforceable to the extent capable.

The execution of this General Waiver may be evidenced by a signed facsimile copy of this document, which shall be deemed to be an original General Waiver that is valid and binding upon the Releasing Party.

**IN WITNESS WHEREOF, THE RELEASING PARTY HEREBY ENTERS INTO THIS GENERAL WAIVER EFFECTIVE AS OF DATE SIGNED BELOW.**

**Agreed and Accepted by:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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