



GOLDEN VALLEY SEED

P. O. Box 1600
El Centro, CA 92243-1600 USA
Breeding • Production • Sales

Telephone: (760) 337-3100
Telefax (760) 337-3135
e-mail: info@goldenvalleyseed.com
website: www.goldenvalleyseed.com

LEGAL RELEASE PERTAINING TO BACTERIAL FRUIT BLOTCH & GUMMY STEM BLIGHT

Note: Please read this entire offer completely before signing. If the terms are not acceptable do not sign it. If you do not understand any of the terms of this offer, consult an attorney.

Watermelon Fruit Blotch (WFB), *Acidovorax avenae* subsp. *citrulli*, and Gummy Stem Blight (GSB) are serious and highly infectious disease, which have become a significant risk in the area of watermelon cultivation. It is very important that you understand the serious risks of WFB and GSB that you are assuming before purchasing watermelon seed.

Golden Valley Seed is using its best efforts to test all of its seed lots in order to minimize incidence of WFB and or GSB in seed sold by Golden Valley Seed. Consequently, 30,000 seedlings from each lot have been tested pursuant to current industry standards, and no symptoms of WFB and or GSB were found to be present within the known limits of detection. However, Golden Valley Seed does not guarantee that sold seed is completely free of WFB and or GSB and does not assume any responsibility for the occurrence of same from planting seed or on the fruit produced.

Waiver

As condition of the sale of watermelon seed by Golden Valley Seed, the undersigned acknowledges that he, she, it has been informed regarding the risks associated with the potential presence of WFB and or GSB, and hereby waives any right to assert any claim against Golden Valley Seed, whether for breach of contract, tort, negligence or otherwise and release Golden Valley Seed, its agents and suppliers, and their agents from any and all claims relating to WFB and or GSB with respect to all watermelon seed supplied by Golden Valley Seed. The undersigned expressly acknowledges that its exclusive and sole remedy against Golden Valley Seed for any loss resulting from the use or sale of the seed is limited to the return of the purchased price of the seed. Additionally, if any seed is repackaged, all remedies against Golden Valley Seed will be waived, including return of the purchase price and Golden Valley Seed will have no liability whatsoever to any other parties.

Release Agreement

It is further agreed that in the event of resale, transfer or donation, by the undersigned of any seed sold hereunder or plants grown from such seed, Golden Valley Seed and or sellers offers no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, regarding the seed, and all such warranties are specifically herein disclaimed. Golden Valley Seed shall not be liable to the grower, ultimate user or any such person for the incidental or consequential damages on crop failure damages as a result of the use of this seed. If the seed is repackaged by the undersigned, the undersigned also agrees to defend, indemnify and hold harmless Golden Valley Seed and or seller of any nature whatsoever relating to any such resale or transfer of said seed.

Duty to Warn

The undersigned agrees, that if the undersigned resells, transfers, donates or otherwise furnishes the seed sold hereunder, or plants grown from such seed to any other person, the undersigned shall warn such person of the risk of WFB and GSB and require such person to sign an offer to purchase identical in content to this offer. In the event such a signed offer is not obtained prior to transfer or resale of the seed or plants to such person, the undersigned agrees to defend, indemnify and hold harmless Golden Valley Seed and or seller of any nature whatsoever relating to any such resale or transfer of said seed.



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I have read this entire offer, understood its terms, accept it and agree to be bound by it. I also acknowledge that I have had the opportunity to consult with an attorney regarding this offer. I understand the terms of this offer are part of the condition of sale of watermelon seed of Golden Valley Seed.

Purchaser _____ Date _____

Name (print) _____

Company _____

Address _____

If you order watermelon seeds, please sign and return this release. We will not be able to ship watermelon seeds without a signed release in our files.

* We must receive a newly signed release each year prior to shipping any watermelon seeds.