

**WILLHITE SEED INC.
LEGAL RELEASE FORM**

***LEGAL RELEASE PERTAINING TO
BACTERIAL FRUIT BLOTCH***

AS A CONDITION OF SALE OF ALL WATERMELON SEED SOLD BY WILLHITE SEED INC., THE UNDERSIGNED BUYER(S) HEREBY ACKNOWLEDGES THAT THEY HAVE BEEN INFORMED REGARDING THE RISKS ASSOCIATED WITH THE POTENTIAL PRESENCE OF THE **BACTERIAL FRUIT BLOTCH BACTERIA**, AND HEREBY WAIVES ANY RIGHT TO PRESENT ANY CLAIM AND RELEASE WILLHITE SEED INC. AND ITS AGENTS AND SUPPLIERS, AND THEIR AGENTS FROM ANY CLAIMS RELATING TO BACTERIAL FRUIT BLOTCH WITH RESPECT TO ALL WATERMELON SEEDS SOLD BY WILLHITE SEED INC. THE UNDERSIGNED FURTHER AGREES AND ACKNOWLEDGES THAT ALL SEED SUPPLIED BY WILLHITE SEED INC. IS SUBJECT TO WILLHITE SEED INC.'S STANDARD TERMS AND CONDITIONS OF SALE APPEARING IN ITS CATALOGUE, ON ITS SEED CONTAINERS AND IN ITS CONTRACT DOCUMENTS. THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES THAT ITS EXCLUSIVE AND SOLE REMEDY AGAINST WILLHITE SEED INC. IS LIMITED TO A RETURN OF THE PURCHASE PRICE OF THE SEED.

IT IS FURTHER AGREED THAT IN THE EVENT OF RESALE OF THE SEED SOLD HEREUNDER, WILLHITE SEED INC. DOES NOT ADOPT OR ASSUME ANY WARRANTIES, EXPRESSED OR IMPLIED, GIVEN BY THE UNDERSIGNED. THE UNDERSIGNED FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS WILLHITE SEED INC. AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS OR OTHER LIABILITIES OF ANY NATURE WHATSOEVER RELATING TO ANY SUCH RESOLD OR TRANSFERRED SEED. IT IS FURTHER AGREED THAT IN THE EVENT OF THE RESALE OF THESE SEEDS, THE PURCHASER AGREES TO OBTAIN A SIGNED RELEASE PERTAINING TO BACTERIAL FRUIT BLOTCH FROM THE SUBSEQUENT BUYER.

I HAVE READ THE ABOVE DOCUMENT AND DISCUSSED ITS IMPLICATIONS WITH MY ATTORNEY, AND AGREE TO BE BOUND BY IT.

YOUR SIGNATURE _____ DATE _____

NAME (PLEASE PRINT) _____

COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____