

**NEW HOPE SEED COMPANY
2009 LEGAL RELEASE FORM**

A signed release form is required on all watermelon seed orders containing 1 ounce or more and/or orders of 250 seeds or more if offered by seed count instead of weight, no watermelon seed orders will be shipped until a signed release form is received.

**LEGAL RELEASE PERTAINING TO
*Bacterial Fruit Blotch, Gummy Stem Blight and Other Diseases***

The New Hope Seed Company hereby referred to as (NHS) and you the undersigned acknowledge that this sale of watermelon seed is a commercial transaction. Therefore, as a condition of sale of all watermelon seed by NHS, the undersigned acknowledges that they have been informed of the risks associated with the potential presence of WFB, Gummy Stem Blight and other diseases, and hereby waives any right to assert any claim against NHS, whether for breach of contract, tort, negligence, or otherwise. The undersigned also releases NHS, its agents, dealers, and suppliers from any and all claims relating to WFB with respect to all watermelon seed supplied by NHS. Furthermore, the undersigned expressly acknowledges that his/her exclusive and sole remedy against NHS for any loss resulting from the use of the seed is limited to the purchase price of said seed. Additionally, if any seed is repackaged or melons sold, all remedies against NHS will be waived, including return of the purchase price, and NHS will have no liability whatsoever to any other parties.

It is further agreed that in the event of resale or transfer by the undersigned of the seed sold hereunder, NHS offers no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, regarding the seed, and all such warranties are specifically herein disclaimed. NHS shall not be liable for incidental or consequential damages or crop failure damages as a result of the use of this seed. The undersigned also agrees to defend, indemnify, and hold harmless NHS against any and all claims, actions, proceedings, or other potential liabilities against NHS of any nature whatsoever relating to any such resale or transfer of said seed.

I have read the above notice, understand it, and agree to be bound by all of its terms. I also acknowledge that I have had the opportunity to consult with an attorney regarding this notice. I understand this notice is part of my contract and a condition of sale, and that no shipment will occur until NHS receives this signed notice.

YOUR SIGNATURE _____ DATE _____

NAME (PLEASE PRINT) _____

COMPANY (IF APPLICABLE) _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____