



WATERMELON WAIVER FORMS

Stokes Seeds and its suppliers require a signed waiver on watermelon seed orders. Please follow the instructions below to ensure the process is completed correctly.

Instructions:

1. Read all information contained in these documents carefully.
2. Please feel free to consult a lawyer before signing.
3. Ensure you have filled out and signed the required fields on **ALL** documents.
4. Make a copy of the signed forms to keep for your personal records.
5. Send **ONE** signed copy of all documents **including supplier waiver (if applicable)** to Stokes Seeds using one of the following methods:

Email: stokes@StokeSeeds.com

Fax: 1-800-272-5560

CDN Post: Stokes Seeds Ltd.
PO Box 10
296 Collier Rd. S.
Thorold, ON
L2V 5E9

US Post: Stokes Seeds Inc.
PO Box 548
Buffalo, NY
14240-0548

If you have any questions or require clarification on the attached forms **please contact our Sales Department** at 1-800-263-7233.



**NOTICE, WAIVER AND COMPLETE RELEASE AGREEMENT, INCLUDING
LIMITATION OF WARRANTY AND LIMITATION OF LIABILITY (GROWER)
NOT RECOMMENDED FOR PLANTING IN SOUTH CAROLINA**

Watermelon Fruit Blotch (WFB), caused by Acidovorax avenae subsp. citrulli, and Gummy Stem Blight (GSB), caused by the fungus Didymella Bryoniae are serious diseases which have become a significant risk factor in many areas where watermelons are grown. The pathogens causing WFB and GSB can be introduced into a field by infested seed, infected transplants, volunteer watermelon, mechanical means, or natural spread from alternate hosts.

1. **GROWER'S RELEASE OF ALL LIABILITY FOR WATERMELON FRUIT BLOTCH (WFB) AND GUMMY STEM BLIGHT (GSB).** Acknowledging the above, GROWER still wishes to purchase watermelon seeds from Stokes Seeds Limited or Stokes Seed Company of Niagara Falls Inc. (jointly referred as STOKES SEEDS), and GROWER is willing to assume all risks or loss associated with WFB and GSB. Accordingly, GROWER hereby FULLY AND UNCONDITIONALLY RELEASES STOKES SEEDS AND ITS SUPPLIERS FROM ANY AND ALL LIABILITY WITH RESPECT TO THE PRESENCE OF WFB AND GSB ON OR WITHIN SUCH SEEDS OR THE VULNERABILITY OF SUCH SEEDS, TO THE WFB AND GSB. GROWER ACKNOWLEDGES AND AGREES THAT STOKES SEEDS AND ITS SUPPLIERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY LOSSES OR DAMAGES RELATING IN ANY WAY TO WFB AND GSB, UNDER ANY LEGAL THEORY INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT PRODUCTS LIABILITY. STOKES SEEDS acknowledges that all other aspects of its express warranty, as contained on its label, do apply, and that any waiver or limitation on the STOKES SEEDS express warranty resulting from the terms and conditions of this Agreement, only apply to the presence on or with vulnerability of, such seeds, to WFB and GSB. GROWER further agrees that Stokes Seeds and its suppliers have no liability or responsibility for its watermelon seeds or plants grown therefrom, if they are contaminated with WFB and GSB after the seeds are delivered to grower. GROWER acknowledges that contamination may occur in transplant house, in the field, or under circumstances beyond the control of Stokes Seeds.
2. **GROWER'S AGREEMENT NOT TO RESELL SEEDS OR PLANTS.** In consideration for STOKES SEEDS, or its authorized suppliers, agreeing to sell watermelon seed to GROWER, GROWER hereby agrees that it/he will only use such seeds for plantings on its/his own holdings, and will not, under any circumstances, sell, transfer, distribute or in any way dispose of any such seeds or seedlings grown from the seeds, with or without consideration, to any third party. To the extent that GROWER does not utilize all such watermelon seeds purchased from STOKES SEEDS, all such unopened containers may be returned to STOKES SEEDS or its authorized suppliers, within six (6) months from the date of initial purchase for a refund of the purchase price.
3. **GROWER'S INDEMNIFICATION AGREEMENT.** GROWER acknowledges that in the event it/he breaches the terms and conditions of paragraph 2, this Agreement, with respect to the distribution of any such watermelon seeds to a third party, STOKES SEEDS and authorized STOKES SEEDS suppliers could incur liability to such third parties. THEREFORE, GROWER HEREBY UNCONDITIONALLY AGREES TO DEFEND AND INDEMNIFY STOKES SEEDS, AND ANY AUTHORIZED STOKES SEEDS SUPPLIERS, FROM ANY AND ALL LOSS, LIABILITY, OR DAMAGE WHICH STOKES SEEDS, OR STOKES SEEDS SUPPLIERS, MAY INCUR, INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, RELATING TO ANY CLAIM BY A THIRD PARTY WHO RECEIVED ANY PORTION OF THE WATERMELON SEEDS WHICH ARE COVERED BY THIS AGREEMENT AS SOLD BY STOKES SEEDS TO GROWER.
4. **GROWER UNDERSTANDS THIS AGREEMENT.** GROWER represents and warrants that it/he has consulted with or had an opportunity to consult with an attorney, and that GROWER fully understands the meaning and legal effect of this Agreement.
5. **ALL OTHER TERMS OF THE STOKES SEEDS LABEL APPLY.** Except as expressly provided within this Agreement, all remaining terms, disclaimers, limitations, and conditions of purchase as disclosed and set forth on the STOKES SEEDS label and on the STOKES SEEDS NOTICE TO BUYER REGARDING WARRANTY AND CONDITION OF SALE shall apply to all of GROWER's purchases of watermelon seed.
6. **CHOICE OF LAW AND CHOICE OF FORUM.** The parties agree that this Agreement is entered into in the City of Thorold, in the province of Ontario, and shall be construed in accordance with the laws of the Province of Ontario. It is further agreed that any litigation by and between GROWER and STOKES SEEDS, relating to the sale of all such watermelon seeds hereunder, shall take place in Thorold, Ontario, Canada.
7. **ATTORNEY'S FEES.** In the event that STOKES SEEDS enforces any terms of this Agreement in any litigation with GROWER, STOKES SEEDS shall be entitled to recover reasonable attorney's fees from GROWER.

**I have read and understand this release agreement
and I agree to be bound by all of its terms.**

GROWER SIGNATURE

NAME _____

ADDRESS: _____

CITY STATE ZIP CODE

TELEPHONE: _____

DATE: _____

Stokes Seeds	
PER: _____	STOKES SEEDS AUTHORIZED SIGNATURE
DATE: _____	
FOR OFFICE USE ONLY	
<div style="border: 1px solid black; width: 40px; height: 20px; display: flex; align-items: center; justify-content: center;">STATE</div>	<div style="border: 1px solid black; width: 150px; height: 20px; display: flex; align-items: center; justify-content: center;">ORDER NUMBER</div>

IN U.S.A
P.O. Box 548
Buffalo NY 14240-0548
800-263-7233

IN CANADA
P.O. Box 10
Thorold ON L2V 5E9
800-263-7233

STOKES SEEDS VARIETY REQUESTED	QTY/LBS	STOKES SEEDS VARIETY REQUESTED	QTY/LBS
1. _____	_____	5. _____	_____
2. _____	_____	6. _____	_____
3. _____	_____	7. _____	_____
4. _____	_____	8. _____	_____

NOTICE OF LIMITATIONS OF WARRANTIES AND LIABILITY

This is a Release Agreement that limits your ability to recover damages that may arise from your use of watermelon seed sold by SHAMROCK SEED COMPANY, INC. ("SHAMROCK"). **THIS IS AN EXTREMELY IMPORTANT AGREEMENT AND YOU SHOULD READ IT CAREFULLY.** There are many risks inherently associated with growing watermelons, including the risks of disease. Although SHAMROCK employs extensive industry recognized quality control procedures, including but not limited to testing for germination, purity, and seed borne diseases, there are no practical tests that can ensure to a certainty that each seed will meet all growers' expectations. SHAMROCK will sell only lots tested and found to be free of Fruit Blotch. In order to sell its seed at a reasonable price, SHAMROCK requires that the purchasers of its seed agree that the sold and exclusive remedy against SHAMROCK, and any other Seller of SHAMROCK's seeds, will be limited to the return of the purchase price of the watermelon seed. You are agreeing to buy SHAMROCK's seed on that basis and you are agreeing to accept the risks and full responsibility for any damages or loss to your watermelon crop.

If you purchase seeds sold by SHAMROCK, you ("GROWER") agree to accept all risks associated with growing watermelons and you further agree with SHAMROCK and with any company from whom you obtained seed sold by SHAMROCK (collectively referred to as "SELLERS") that the following disclaimers and limitations will apply to any seeds obtained from the SELLERS ("the SEEDS").

1. **LIMITATION OF WARRANTY.** SELLERS warrant that the SEEDS will be labeled as required by Federal and applicable State law and they will conform to the label description. **SELLERS DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY OTHER WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE.**
2. **LIMITATION ON DAMAGES: EXCLUSIVE REMEDY.** CUSTOMER EXPRESSLY AGREES AND UNDERSTANDS THAT THE SOLE AND EXCLUSIVE REMEDY FOR LOSS OR DAMAGE ARISING OUT OF THE SEEDS OR PLANTS GROWN THEREFROM IS LIMITED TO RETURN OF THE PURCHASE PRICE OF THE SEEDS and that THERE SHALL BE NO RECOVERY FOR ANY OTHER TYPES OF DAMAGES, INCLUDING SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM USE OF THE SEEDS OR PLANTS GROWN THEREFROM, regardless of whether such damages are claimed under legal theories or breach of contract, negligence, strict products liability or breach of statute or regulation.
3. **GROWERS RELEASE OF ALL LIABILITY FOR WATERMELON FRUIT BLOTCH AND OTHER SEED BORNE DISEASES.** GROWER hereby FULLY AND UNCONDITIONALLY RELEASES SELLERS FROM ANY AND ALL LIABILITY AND DAMAGES (other than replacement of the SEEDS) ARISING OUT OF THE PRESENCE OF WATERMELON FRUIT BLOTCH BACTERIA OR ANY OTHER SEED BORNE DISEASE ON OR WITHIN THE SEEDS AND PLANTS GROWN THEREFROM, AND/OR THE VULNERABILITY OF THE SEEDS OR THE PLANTS GROWN THEREFROM TO THE WATERMELON FRUIT BLOTCH BACTERIA OR ANY OTHER SEED BORNE DISEASE.

3 Harris Place
Salinas, California 93901
Office: 831/771-1500
Fax: 831/771-1517
E-mail: shamrock@shamrockseed.com

4. **GROWER'S RELEASE OF LIABILITY FOR SUSCEPTIBILITY TO DISEASE AND PHYSIOLOGICAL CONDITIONS SUCH AS WATERMELON RIND NECROSIS.** GROWERS HEREBY FULLY AND UNCONDITIONALLY RELEASE SELLERS FROM ANY AND ALL LIABILITY AND DAMAGES (other than replacement of the SEEDS) ARISING FROM THE SUSCEPTIBILITY OR VULNERABILITY OF THE SEEDS OR PLANTS GROWN THEREFROM TO WATERMELON RIND NECROSIS OR ANY DISEASE TO WHICH THE PLANTS MAY BE SUSCEPTIBLE.
5. **GROWER'S AGREEMENT NOT TO RESELL SEED OR PLANTS: INDEMNIFICATION.**
- (a) GROWER hereby agrees that GROWER will only use the SEEDS for plantings on GROWER'S own holdings, and will not, under any circumstances sell, distribute or in any way transfer any of the SEEDS or plants grown therefrom to any third party. If GROWER does not utilize all the SEEDS, all unopened containers of the SEEDS may be returned to the SELLERS within sixty days from the date of receipt of the SEEDS for a refund of the purchase price.
- (b) GROWER acknowledges that in the event GROWER breaches the terms and conditions of paragraph 5(A), SELLERS could incur liability to such third parties. THEREFORE, GROWER HEREBY UNCONDITIONALLY AGREES TO DEFEND AND INDEMNIFY SELLERS FROM ANY LOSS, LIABILITY, OR DAMAGE WHICH SELLERS MAY INCUR, INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, RELATING TO ANY CLAIM BY A THIRD PARTY WHO RECEIVED ANY SEEDS FROM GROWER.
6. **ATTORNEY'S FEES.** In the event that SHAMROCK and/or any SELLER of the SEEDS enforces any terms of this Release Agreement in litigation with GROWER, SHAMROCK and/or SELLERS of the SEEDS shall, in addition to any other relief to which they are entitled, be entitled to recover reasonable attorney's fees from GROWER.
7. **OTHER STATEMENTS REGARDING THE SEEDS.** Any recommendations, advertisements, or other oral or written statements regarding the use of the seeds shall not constitute a binding representation or contractual warranty. This Release Agreement shall cover all warranties, liabilities, and damages arising out of the use of watermelon seed sold by SHAMROCK unless and until this Release Agreement is superseded by a subsequent written release relating to warranties, liabilities, and damages.
8. **GROWER UNDERSTANDS THIS AGREEMENT.** GROWER represents and warrants that GROWER has consulted with or had an opportunity to consult with an attorney or other advisor, and that GROWER fully understands the meaning and legal effect of this Agreement.

GROWER: _____

VARIETY: _____ QUANTITY: _____ LOT #: _____

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS.

Signature: _____ Date: _____

Company Name or Entity: _____

Address: _____