

**Good Seed, Glad Harvest™**  
**Thank you for choosing neseed.com!**



**NESEED, 3580 Main Street, Building #10  
Hartford, CT 06120**

Call us Toll Free: (800) 825-5477  
Toll Free fax line: (877) 229-8487

We are open for business Monday through Friday  
from 8:00 a.m. until 5:00 p.m. EST.

Quick and easy ordering via our online store: [www.neseed.com](http://www.neseed.com)

**RELEASE OF NESEED SEED FROM ANY LIABILITY  
FOR WATERMELON FRUIT BLOTCH, GUMMY STEM BLIGHT  
AND OTHER DISEASES**

I/We, the buyer(s), do hereby acknowledge and recognize that Watermelon Fruit Blotch and Gummy Stem Blight are risks of watermelon cultivation, whether for commercial or personal use. I/We, the buyer(s), do hereby acknowledge and recognize that there are many potential sources of Watermelon Fruit Blotch bacteria, Gummy Stem Blight and other diseases.

In purchasing seeds from NESEED™, I/We, the buyer(s), do hereby recognize that despite NESEED™'s quality control procedures, there is always a small possibility that some of the hybrid watermelon seeds sold by NESEED™ may have been, at some point, unbeknownst to NESEED™, exposed to and infected with Watermelon Fruit Blotch, Gummy Stem Blight or other diseases. I understand that NESEED™ does not intend to sell watermelon or any other seed, if NESEED™ is going to be held responsible for any damages, actual or consequential, that may be caused by any disease causing organism, introduced from whatever source, into any crop I/We, the buyer(s), may cultivate at any time. I/We the buyer(s), am/are willing to purchase watermelon seed from NESEED™ on that basis, and am/are willing to take the risk and the full responsibility for any damages to my/our crop from Watermelon Fruit Blotch, Gummy Stem Blight or any other diseases.

Accordingly, on behalf of the company/operation which I represent and with the authority which has been vested in me by that company/operation, I HEREBY RELEASE NESEED™ FROM ANY AND ALL LIABILITY FOR WATERMELON FRUIT BLOTCH, GUMMY STEM BLIGHT AND OTHER DISEASES, UNDER ANY AND ALL LEGAL THEORIES AND SYSTEMS. I/We, the buyer(s), further agree that this Release applies to the 2008 - 2009 growing season and any subsequent growing season in which I use NESEED™ watermelon seeds. I/We, the buyer(s), understand that this Release means that I/We, the buyer(s), have by purchasing watermelon seeds from NESEED™, fully and completely waived any right to bring suit against NESEED™ for any Watermelon Fruit Blotch or Gummy Stem Blight damages, and that I/We, the buyer(s), further waive all rights to recover any damages of any kind from NESEED™ relating to Watermelon Fruit Blotch disease, Gummy Stem Blight or any other diseases.

In addition, if I/We, the buyer(s), resell NESEED™ watermelon seeds or seedlings from such seeds, I will require the buyer so agree in writing to the same terms set forth in this release. I/We, the buyer(s), agree to indemnify and hold harmless, NESEED™ and its supplier or dealers, from any and all claims relating to Watermelon Fruit Blotch, Gummy Stem Blight or any other disease by any party who obtains through my/our company/operation, any NESEED™ seeds or seedlings.

I/We, the buyer(s) do hereby grant that I/We, the buyer(s), have the authority to enter into this binding agreement, that I/We, the buyer(s), have read and understand this Release, and that I/We, the buyer(s), agree to fully comply with the terms set forth herein.

Dated: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Signed: \_\_\_\_\_ Customer No. \_\_\_\_\_

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**Note: Watermelon Release form must be signed before watermelon seed orders can be shipped.**

**Please sign and fax back to NESEED at: (877) 229-8487**