



RAW MILK LIABILITY WAIVER

THIS AGREEMENT, made this _____ day of _____, 20____, is between The Fieldstead Farm, LLC (Seller), 19730 Nokes Farm Road, Siloam Springs, AR 72761, and _____ (Buyer). The parties agree as follows:

I. BUYER'S ASSUMPTION OF RISK AND WAIVER OF CLAIMS.

- A. Buyer understands that pursuant to Arkansas Code § 20-59-248 incidental, on-farm sales of raw whole milk are legal.
- B. Buyer understand that per Arkansas Code § 20-59-248 the following statement is required for all incidental sales of raw whole milk:
- This product, sold for personal use and not for resale, is fresh whole milk that has NOT been pasteurized. Neither this farm nor the milk sold by this farm has been inspected by the State of Arkansas. The consumer assumes all liability for health issues that may result from the consumption of this product.**
- C. Buyer understands and acknowledges that raw milk may contain harmful pathogens and that its consumption is not recommended by the Centers for Disease Control (CDC), the Food and Drug Administration (FDA). Buyer understands and agrees that milk purchases from Seller are believed to be safe and free of harmful pathogens, but that this is not guaranteed.
- D. Buyer agrees that per Arkansas Code § 20-59-248 any milk purchased is not for resale. Additionally, Buyer agrees he/she will educate Buyer's family members and guests about the risks associated with the consumption and storage of raw milk and releases Seller from any responsibility for education of Buyer's family members and guests.
- E. Upon request, Buyer is permitted to inspect Seller's cows and barn(s) pursuant to Arkansas Code § 20-59-248 (d). However, Buyer shall obtain explicit permission and supervision before venturing onto Seller's property. Additionally, Buyer fully understands and accepts the risks and dangers inherent on farmland property, including but limited to, traversing terrain, animals, farm equipment, pathogens and farm improvement/construction projects.
- F. By signing this Agreement, Buyer hereby knowingly and voluntarily assumes the risks of harms of consumption of raw milk and farmland property and waives any and all right to make, file, or



pursue any claims, demands, suits, actions, causes of action, damages, etc. against Seller or any of Seller's agents, employees, representatives, principals, lessors, lessees, vendors, contractors, subcontractors, etc. that arise out of or in any way relate to any injury, illness, death, loss or damage caused, in whole or in part, by (1) the handling or consumption of raw whole milk produced by Seller's farm, and/or (2) visiting or entering upon Seller's premises or any premises where he/she will have proximity to farm equipment, and where the dairy animals are located.

II. INDEMNIFICATION.

- A. Buyer shall indemnify and defend Seller (including throughout this wavier any of Seller's agents, employees, representatives, principals, lessors, lessees, vendors, contractors, subcontractors) and shall hold Seller harmless against any and all demands, claims, suits, actions, causes of action, etc. for any injury, illness, death, loss or damage that arises out of or relates in any way to (1) any handling, consumption, or use of any raw whole milk produced by Seller's farm after it has been retrieved or otherwise obtained by Buyer, (2) the visit of any person that Buyer brings to or causes to visit Seller's premises or any premises where there may be proximity to farm equipment and where the dairy animals are located, and/or (3) any failure on the part of Buyer to comply with the terms of this Agreement or with any rules, procedures, directions, orders, etc. of Seller that are authorized or permitted by this Agreement.
- B. CLAIMS. In the event that either party to this Agreement seeks to assert any claim against the other party for any reason in connection with this Agreement or the activities of the other party under it, the party asserting the claim shall, within sixty (60) days of learning of the circumstances giving rise to the claim, reduce it to writing (stating the nature of the claim and amount of relief sought) and serve it on the other party. Any claim for liability under this Agreement not made in compliance with this **Paragraph** is waived. Service will be deemed complete by delivering the complaint in person to the other party, or by depositing the complaint with the USPS or other mail carrier, with tracking and signature required.
- C. ARBITRATION OF DISPUTES. All disputes, claims, and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may serve on the other a written demand for arbitration within ninety (90) days after



the dispute first arises. Any demand for arbitration of a claim served in compliance with **Paragraph II. B.** above shall be contained within and served with the written claim. The arbitration shall be conducted by one arbitrator chosen in accordance with the rules of commercial arbitration of the American Arbitration Association. Each party shall pay its own costs in connection with the arbitration, and costs of the arbitrators shall be paid in equal amounts by the parties.

D. EFFECTIVE DATE AND DURATION. This Agreement shall be effective upon execution and shall continue in effect until revoked in writing by either of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below to be effective on the date or dates described above.

_____	_____	_____	_____
Buyer	Date	Seller	Date
_____		_____	
Printed Name		Printed Name	
_____		_____	
Email		Email	
_____		_____	
Phone		Phone	
_____		_____	
Address		Address	
_____		_____	