

# Welcome to our farm 'family'!

The commitment to feed your family any nutrient-dense food requires making informed decisions. For many, the decision to feed your family raw milk involves many hours of research and thoughtful consideration.

Every year there are people who get sick or die from food borne illnesses. Raw milk has a bad rap for potentially causing illness—even though statistically speaking, more people get sick from other food such raw spinach than raw milk.

Because we believe in the nutrition of raw milk, we have gone to great lengths - including investing our whole life savings - to produce clean, healthy raw milk for our family. Because we believe in supporting our community with nutrient-dense food and creating a sustainable income to raise our family, we've chosen to make our raw milk available to our community.

Farmers lose enough sleep over the health of their herd, the weather, the market prices, and ensuring the milking equipment is meticulously clean. We simply can't lose any more sleep worrying that someone is going to get sick drinking our milk and exercise legal action against us.

And the truth is, whether or not a person gets sick from drinking raw milk is also dependent upon their overall health, including their gut and immune health—not just how clean the milk is.

So this the deal. We promise to never sell food to your family that we don't feel 100% safe feeding our own babies. If you choose to drink our milk, we ask that you take your share of the risk and responsibility for the decision to feed your family nutrient-dense raw milk. We're asking you to give us your word that even if you or someone in your household and gets sick and—heaven forbid— even dies, you will not seek any financial damages from us, our farm, or any business we may own.

If you aren't willing to accept that level of accountability, then we're sorry, but we can't sell you our milk.

If you are willing to make that commitment, and feed your family nutrient-dense milk, please sign below.

Thanks for supporting our family by feeding your family nature's best drink!

Gratefully,  
Jonathan and Liz Gerdes of Gerdes Fresh Farm, LLC

## **Assumption of Risk, Release of Claims and Indemnification**

THIS DOCUMENT IS A RELEASE AND LIMITS YOUR RIGHT TO RECOVER DAMAGES IN CASE OF ILLNESS, DISEASE, INFIRMITY, OR DEATH AND ALSO SETS FORTH CERTAIN INDEMNIFICATION OBLIGATIONS. READ IT CAREFULLY BEFORE BUYING ANY DAIRY PRODUCTS. THE PURCHASE OF DAIRY PRODUCTS FROM Gerdes Fresh Farm LLC CONSTITUTES YOUR ACCEPTANCE OF THIS DOCUMENT.

### **RELEASEES:**

As used in this document, the term "Gerdes Fresh Farm LLC Affiliates" includes any owners and operators of any real or personal property or equipment utilized by Gerdes Fresh Farm, LLC, members, owner(s) of any membership interest, managers, employees, advisors, representatives or agents of Gerdes Fresh Farm, LLC.

### **ASSUMPTION OF RISK:**

While there may be possible health benefits associated with consuming pure, clean, raw milk from healthy animals, I acknowledge that the FDA has concluded that the risks associated with the consumption of raw milk outweigh any possible health benefits that may arise from consuming raw milk. The consumption of raw milk or raw milk products may have inherent risks and dangers as well as risks that may be individual in nature, and may put me and members of my family in my household at risk of SERIOUS FOODBORNE ILLNESS, DISEASE, INFIRMITY or EVEN DEATH from pathogenic bacteria such as Salmonella, E coli O157:H7; Listeria, Campylobacter and Brucella. Illnesses caused by such pathogens may manifest symptoms including but not limited to diarrhea, abdominal cramps, body ache, vomiting, fever, headache, nausea, and dehydration and such illnesses can be especially severe for pregnant women, the elderly, infants, young children and people with weakened immune systems. I hereby certify that I understand the possible health risks that may be associated with the consumption of raw milk and raw milk products. In consideration of being allowed to purchase raw milk or raw milk products from Gerdes Fresh Farm, LLC, I ASSUME ALL RISKS AND RESPONSIBILITY FOR ANY ILLNESS, DISEASE, INFIRMITY, HEALTH AILMENT, OR EVEN DEATH, OF MYSELF AND ANY FAMILY MEMBERS IN MY HOUSEHOLD ASSOCIATED WITH THE CONSUMPTION OF RAW MILK OR RAW MILK PRODUCTS I OR ANYONE FROM MY HOUSEHOLD MAY PURCHASE FROM Gerdes Fresh Farm, LLC.

## **RELEASE OF CLAIMS:**

TO THE FULLEST EXTENT PERMITTED BY LAW I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE each and all of the Gerdes Fresh Farm LLC Affiliates from all liability to myself, any minor or other family member in my household, my personal representative or estate, assigns, heirs and next of kin, or such minor's estate, assigns, heirs and next of kin, for any and all loss or damage and any claims and/or demands on account of any illness, disease, infirmity, health ailment, death or damage to me or any minor or other member of my household.

## **INDEMNIFICATION:**

In addition to and without limiting anything contained herein, I hereby agree to indemnify each and all of the Gerdes Fresh Farm LLC Affiliates against, and agree to protect, save and hold harmless the Gerdes Fresh Farm LLC Affiliates from any and all liabilities, obligations, losses, damages, claims, causes of action (including court costs and attorneys' fees) and any other costs associated with or arising from any claim or claims made by me or on my behalf (or by any minor or other family member of my household) with respect to the consumption of raw milk or raw milk products I or anyone in my household may have purchased from Gerdes Fresh Farm LLC or the terms, conditions, or enforcement of the terms of this RELEASE.

## **ENFORCEABILITY:**

The undersigned acknowledges that it is his or her intention to provide a release of claims to the Gerdes Fresh Farm LLC Affiliates to the fullest extent permitted by law. To the degree that a court determines that any provision of this RELEASE is partly or wholly unenforceable, such provision shall be re-written by the court or other tribunal interpreting the same such that it becomes enforceable and most closely approximates the intent of the parties.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS  
“ASSUMPTION OF RISK, RELEASE OF CLAIMS, AND  
INDEMNIFICATION” BY CAREFULLY READING IT BEFORE  
PURCHASING.**

Printed Name: \_\_\_\_\_

Signed \_\_\_\_\_ Date: \_\_\_\_\_