

Regulation of the Sale of Raw Milk in the State of Utah

Federal law mandates pasteurization for all milk distributed in *interstate* commerce in package form intended for direct human consumption.¹ In deciding upon the pasteurization requirement, the United States Food and Drug Administration (“FDA”) reasoned that pasteurization was the only way to assure the destruction of pathogenic microorganisms that might be present in raw milk.² However, State law governs *intrastate* sales of raw milk. Utah law allows the sale of raw milk under certain conditions. In Utah, a raw milk producer holding a valid permit issued by the Utah Department of Agriculture and Foods may sell raw milk upon the premises where the milk is produced or at a self owned retail store if certain requirements are met.³ Raw milk sold in the State of Utah must meet the same bacterial standards as grade A pasteurized milk, albeit *without* pasteurization.

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 SIGNING.

RELEASEES: As used in this document, the term “Redmond Affiliates” means Redmond Heritage Farms, LLC (“Redmond”), its subsidiary Real Foods Market, LLC (“Real Foods”), any owners and operators of any real or personal property or equipment utilized by Redmond or Real Foods, and any subsidiaries, members, owner(s) of any membership interest, managers, employees, advisors, representatives or agents of Redmond or Real Foods.

ASSUMPTION OF RISK: While there may be possible health benefits associated with consuming pure, clean, raw milk from healthy grass fed 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.⁴ 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 Redmond or Real Foods, 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

¹ See 21 C.F.R. § 1240.61 (2006).

² See 52 Fed. Reg. 29,509 (1987).

³ See Utah Code Ann. 4-3-14 (2007).

⁴ See 52 Fed. Reg. 29,513 (1987).

MILK OR RAW MILK PRODUCTS I OR ANYONE FROM MY HOUSEHOLD MAY PURCHASE FROM REDMOND OR REAL FOODS.

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 Redmond 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 Redmond Affiliates against, and agree to protect, save and hold harmless the Redmond 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 Redmond or Real Foods 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 Redmond 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 SIGNING BELOW.

Signature

Date

Printed Name

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email: _____

Real Foods Database Id: _____