

# **Rhibafarms, LLC, Rogue Rhino Gardens, LLC and Rogue Rhino Foundation, LLC,**

## **Food Safety & Allergen Warning**

## **Warranties, Disclaimers, Limitation of Liability, and Indemnification**

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### **Food Safety & Allergen Warning**

By purchasing or receiving any fruits, vegetables, or related goods (“Products”) from Rogue Rhino Farms, LLC (“Rogue Rhino”), you acknowledge and agree:

You are solely responsible for, and assume all risks related to the proper and safe washing, handling, preparation, storage, refrigeration, cooking, use, and consumption of all Products.

You are responsible for inspecting all Products for damage or spoilage at the time of purchase or delivery. If any Product appears unsuitable, do not consume it and contact us.

All perishable Products should be refrigerated promptly and handled in accordance with USDA food safety guidance. Failure to follow proper practices may increase the risk of foodborne illness.

You are solely responsible for identifying and managing any food allergies. Rogue Rhino cannot guarantee that cross-contamination between Products will not occur.

Product images and descriptions are for illustrative purposes only. Actual Products may vary in appearance, size, color, and condition.

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## **Disclaimer of Warranties**

All goods and services provided by Rogue Rhino are offered **“as is” and “as available”**, without warranty of any kind, either express or implied.

To the fullest extent permitted by law, Rogue Rhino disclaims all warranties, including:

- Merchantability
- Fitness for a particular purpose
- Non-infringement
- Accuracy or completeness of content
- Reliability or availability of services
- That the website will be uninterrupted or error-free

Product availability is not guaranteed and may vary by season, inventory, and location.

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## **Limitation of Liability**

To the fullest extent permitted by law:

- Your use of Rogue Rhino Products, services, and property is at your sole risk
- Rogue Rhino shall not be liable for any damages arising from such use

This includes, without limitation:

- Indirect, incidental, or consequential damages
- Loss of revenue, profits, or data
- Service interruptions
- Personal injury, illness, or allergic reaction

- Emotional distress

If any limitation is found unenforceable, Rogue Rhino's total liability shall not exceed **\$100 USD**.

You expressly release and waive any claims against Rogue Rhino arising from your use of Products, services, or property.

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### **Farm & Property Access – Assumption of Risk**

Access to Rogue Rhino property ("the Property") involves inherent risks, including but not limited to:

- Uneven, muddy, or unstable terrain
- Exposure to insects, wildlife, and environmental hazards
- Presence of bee hives and risk of stings or allergic reactions
- Exposure to animals, plants, allergens, and agricultural materials
- Farm equipment, tools, and machinery
- Weather conditions including heat, cold, and storms

By entering the Property, you voluntarily assume all risks and accept full responsibility for any injury, illness, death, or property damage affecting you or your group.

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### **Release and Waiver of Liability**

You agree, for yourself and any minors in your care, not to hold Rogue Rhino Farms, its owners, employees, volunteers, or affiliates responsible, or bring legal claims, for anything related to your access to or use of the property.

This includes claims arising from negligence, to the fullest extent permitted by law.

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## **Rules of Conduct**

While on the Property, you agree to follow all posted rules and staff instructions.

Prohibited activities include:

- Entering restricted or “staff only” areas
- Picking or damaging crops or plants
- Climbing or interacting with farm equipment
- Bringing unauthorized animals onto the property
- Littering or leaving personal items behind
- Blocking roads, driveways, or operational areas

Violation of these rules may result in removal from the Property and liability for damages.

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## **Supervision Responsibility**

You are responsible for supervising all members of your group, including minors, and ensuring their safety and compliance with these Terms.

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## **Indemnification**

You agree to defend, indemnify, and hold harmless Rogue Rhino and its affiliates from any claims, damages, losses, or expenses (including legal fees) arising from:

- Your use of Products or services
  - Your access to or use of the Property
  - Your violation of laws or these Terms
  - Your negligence or misconduct
  - Actions of anyone in your group
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### **Defense and Settlement**

At Rogue Rhino's discretion, you agree to assume the defense of any claim.

Rogue Rhino may:

- Participate in the defense at its own expense
- Require prior written approval of any settlement

Any settlement must include a full release of Rogue Rhino from liability.

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### **No Implied Indemnity**

No party shall be entitled to any implied or equitable indemnification beyond what is expressly stated in these Terms.

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### **Refund & Cancellation Policy**

**Effective Date:** April 7, 2026

Memberships are non-refundable once processed.

- Members may cancel future renewals at any time
- Cancellation prevents future billing but does not refund the current term
- Benefits remain active through the paid period

### **Event Tickets**

- Non-refundable within 72 hours of the event
- Cancellations outside 72 hours may receive credit or refund at our discretion

### **No-Shows**

- Not eligible for refunds or credits

### **Transfers**

- Tickets may be transferred with advance notice

### **Exceptions**

Exceptions may be made at our discretion for:

- Emergencies
- Severe illness
- Extreme weather

Please contact us with any requests.

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## **Nature, Weather, and Agricultural Conditions**

Rogue Rhino Farms operates in a natural, outdoor agricultural environment that exists in a dynamic and symbiotic relationship with nature.

We do not control, and are not responsible for:

- Weather conditions
- Seasonal changes
- Plant growth cycles
- Blooming conditions or floral displays
- Wildlife activity or environmental factors

Accordingly:

- There are **no guarantees** regarding weather, crop availability, or the condition or appearance of the gardens at any given time
- Conditions may vary significantly from expectations, photographs, or prior visits

All scheduling decisions, event operations, and any refunds or credits related to these factors are made **at the sole discretion of the property owner**, to the fullest extent permitted by law.

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## Contact Us

For refund requests or questions, please contact us.