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**Liability Release, Indemnity and Waiver Agreement**

**FOR PARTICIPANTS AND VISITORS OF THE HUGUENOT BEEKEEPERS ASSOCIATION (HBA) APIARY**

**RISKS INVOLVED**. I understand that there are certain risks involved in working with bees, as described below, and with participating in the beekeeping activities. I understand that I am advised to consult with a health care provider of my own choosing (and cost) before participating in any beekeeping activity.

***(1) Bee stings:*** European honey bees are generally are not aggressive toward people, but are *defensive* of their hive (family and food stores). However, the degree of defensiveness of an individual colony can vary greatly from day-to-day and even within the same day, depending on various factors. A person working around bees will be stung as a result of beekeeping activities. Stings always hurt and it is rare that a person will not experience some allergic reaction to a bee sting. Allergic reactions to honey bee stings vary from person to person, and can vary by sting and over time. Most people only have a *localized allergic* reaction. The severity and duration of such localized allergic reactions vary among individuals and stings, and over time. Some people have a *systemic allergic* reaction which is far more serious than a localized allergic reaction. A systemic allergic reaction can be evidenced by emergence of itchy bumps (hives), redness and/or swelling of the skin at points distant from the site of the sting(s). A systemic allergic reaction also may include nausea, vomiting, diarrhea and dizziness. When the most serious of these reactions occurs – *anaphylaxis* – the person experiences one or more of the following: wheezing, hoarseness, swelling of the tongue, fainting, difficulty breathing followed by a drop-in blood pressure that can lead to shock and ***death***. These types of reactions usually occur within minutes of the sting, but can be delayed for up to 24 or more hours after the sting(s).

*Mitigation & Prevention:* You must wear beekeeping hat and veil and any other protective equipment to help minimize the potential risks of bee stings. Ensure the zippers of the suit are completely zipped and Velcro flaps secured. Do not remove the bee veil or open the bee suit until you are far away from the site of the bee hives. Bees can sting through fabric. It is recommended that you wear a light layer of clothing (long sleeve shirt, long pants) for an extra layer of protection under the bee suit. If you have boots, or any kind of high-top shoes or sneakers, wear them. If you don’t have them but you have gaiters, bring them. Move carefully and try to avoid crushing and pinching bees with and against your hands/fingers. If you feel scared, or are being attacked, walk away from the hives. If possible, walk around bushes and trees and through their branches to disorganize the bees following you while you continue to leave the area.

***(2) Lifting and moving hive components***: Inspecting bee hives involves lifting, moving and stacking hive boxes inhabited by bees and reassembling the boxes of the hive. Hive boxes can be heavy, up toward 75 lbs. per each box depending on the size of the box and amount of pollen and honey stored by the bees. Proper body mechanics and lifting techniques are important to help prevent strains and sprains to the back, knees, ankles, shoulders, arms and hands. Even handling lighter items such as hive covers can results in a sprain if the beekeeper is not using proper lifting, carrying or body mechanic techniques. Dropping or lowering heavy hive components too quickly can result in bruising, crushing and broken bones.

*Mitigation & Prevention*: You should practice proper lifting techniques

You will be responsible for your own lifting techniques and body mechanics. You should decline to do any lifting or moving of hive components if you are unsure you can safely handle the weight or use proper lifting techniques or body mechanics.

***(3) Burns:*** Beekeepers use smokers to calm bees. Smokers are made of metal. Inside the smoker cylinder the beekeeper starts a fire and keeps it going to produce a cool smoke for the duration of the hive inspection. Use of a smoker involves starting and refreshing a fire in the smoker cylinder. Burns can result directly from contact with the fire or from contact with the exterior surface of the smoker which becomes hot.

*Mitigation & Prevention*: Do not put your hand or fingers into the smoker cylinder when attempting to start or refresh a fire. Do not touch the smoker surface. Hold and use the smoker via hand contact with the bellows only.

**HEALTH AND SAFETY RESPONSIBILITY.** I acknowledge and agree neither HBA nor any of its representatives, advisors, or volunteers, are responsible or otherwise obligated to attend to any injuries, stings or medical needs that may arise during any Beekeeping activities, and I personally assume all risks and responsibility for such injuries, stings and medical needs. Nothing about the fact of this Liability Release, Indemnity and Waiver Agreement or any action taken by HBA or any of its representatives, advisors or volunteers is intended to create a special relationship between any of them and me. HBA, through its representatives may (but is not obligated to) take any action during the Beekeeping activities that they consider to be warranted under the circumstances regarding my health and safety. In case of a medical emergency (and what may appear to be a medical emergency), I authorize in advance that the HBA representative secure for me whatever medical attention and treatment appears to be necessary or prudent including, but not limited to, the summoning of an ambulance and if I am incapacitated and unable to consent, administration of medication and hospitalization, and I agree that I shall bear all costs for any such medical attention and treatment.

**RULES AND REQUESTS.** I agree to abide by all posted rules and reasonable requests of HBA apiary representative while engaged in beekeeping activities. I understand that my failure to do so may result in my ejection from beekeeping activities and my exclusion from them in the future.

**ASSUMPTION OF RISKS AND WAIVER/RELEASE OF LIABILITY.** I understand the risks involved in participating in beekeeping activities, and I hereby assume all risks and responsibilities for my own health and safety, whether or not stated in this Liability Release, Indemnity and Waiver Agreement. I have no known or suspected medical reasons, risks or problems that preclude or restrict my participation in the beekeeping activities, or make my participation in the Beekeeping activities ill-advised from the standpoint of my personal health and safety given the risks involved. In voluntary consideration for being permitted to participate in the Beekeeping activities:

• I hereby waive, release and hold harmless HBA, Virginia Cooperative Extension, Virginia Polytechnic Institute & State University, and Virginia State University, and their respective officers, representatives, and advisors from any and all liability for any and all loss, liability, actions, causes of action, negligence, debts, claims or demands of any kind and nature whatsoever resulting in personal injury and caused by the undersigned or their agents.

• I hereby waive, release, hold harmless and agree to indemnify and defend HBA, Virginia Cooperative Extension, Virginia Polytechnic Institute & State University, and Virginia State University, and their respective officers, representatives and advisors from and against all claims that any other person may have and assert against any of them for damages related to any property damage arising out of, or in connection with, my participation in the beekeeping activities.

**COMPLETE AGREEMENT.** I have read this Liability Release, Indemnity and Waiver Agreement and I understand it. If any provision of this Liability Release, Indemnity and Waiver Agreement is held to be invalid or otherwise unenforceable, such provision shall be modified so as to make the provision enforceable, and the remaining provisions of this Liability Release, Indemnity and Waiver Agreement shall continue in full force and effect. If such modification is not possible, only then shall such invalid or otherwise unenforceable provision be stricken, but only to the extent unenforceable, and the remaining provisions of this Liability Release, Indemnity and Waiver Agreement shall continue in full force and effect. In signing this Liability Release, Indemnity and Waiver Agreement, I am not relying on any representation, statement or promise, oral or written, beyond what is expressly stated in this Liability Release, Indemnity and Waiver Agreement.

I hereby certify that I voluntarily sign this document, and intend to be legally bound by the terms of this document. I have read all of its provisions, and fully understand their significance.

Participant / Visitor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (PRINT NAME)

Participant / Visitor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SIGNATURE)

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

**PARENT OR GUARDIAN RELEASE**

Parent / Legal Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print Name)

Parent / Legal Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)

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

**CONTACT(S) IN CASE OF EMERGENCY:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City & State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City & State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

