

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

By signing this agreement you will waive certain legal rights, including the right to sue. Please read this document carefully.

To: Friends of Five Rivers (hereinafter referred to as FFR)

Assumption of Risks

I am aware that beekeeping involves many risks, dangers and hazards including, but not limited to: reaction to bee stings, wearing protective clothing which may be hot in warm weather, lifting of heavy honey boxes, exposure to smoke and heat from the smoker used in the hive, participating in beekeeping on uneven ground, the failure to act safely within one's own ability, negligence of other beekeeping participants and negligence on the part of FFR or its staff including the failure of FFR or its staff to safeguard or protect me from the risks, dangers and hazards of the Honey Bee and Beekeeping Programs. I am aware of the risks, dangers and hazards associated with the Honey Bee and Beekeeping Programs and freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

In consideration of FFR accepting my registration and permitting me to participate in the Honey Bee and Beekeeping Programs, I hereby agree as follows:

1. To waive any and all claims that I have or may have in the future against FFR and its board, employees, agents, volunteers, successors and assigns (all of whom are hereinafter referred to as the Releasees) and to release the Releasees from any and all liability, for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from either my participation in or presence at the Honey Bee and Beekeeping Program, due to any cause, whatsoever, including negligence, breach of contract, or breach of any other statutory or other duty of care on the part of the Releasees and including the failure of the Releasees to safeguard or protect me from the risks, dangers and hazards of the bees and beekeeping during Honey Bee and Beekeeping Programs.
2. To hold harmless and indemnify the Releasees from any and all liability for any damage to the property of or personal injury to any third party, resulting from my participation in or presence at the Honey Bee and Beekeeping Programs.
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
4. This Agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of New York and no other jurisdiction and any litigation involving the parties to this Agreement shall be brought solely within the State of New York and shall be within the exclusive jurisdiction of the Courts of the State of New York.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the activities other than what is set forth in this Agreement.

I have read and understand this Agreement and I am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

Name (print): _____ Date of Birth: _____

Signature: _____ Date: _____