

Moran Family Farm Workshop Participation Waiver of Liability

To cover the liability issues of possible injury while participating in events, workshops and/or programs, participants are required to sign a Waiver of Liability. It is assumed that workshop participants are in good physical health, and no health problems exist which make workshop attendance dangerous to participants. As honeybee colonies are maintained at this site, no one who has a demonstrated allergy to bee stings may participate in ANY workshops. Participants must assume all risk of injury from stings or accidents while attending workshops. The Moran Family Farm and its owners will not pay for any medical treatment arising from workshop activities. Minors attending any workshops must be supervised by a parent or guardian at all times. PLEASE listen to your Workshop Teacher and Beekeepers to avoid any accidents.

In consideration of participating in beekeeping workshops, gardening workshops or other educational events, the undersigned acknowledges and agrees that:

- There is a potential risk of injury from activities involved in beekeeping and gardening, and while particular rules, equipment and personal care may reduce this risk, the risk of injury does exist; and
- I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest educator immediately; and,
- For myself, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS The Moran Family Farm, its owners, other participants, and if applicable, owners and lessors of the premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, TO THE FULLEST EXTENT OF THE LAW, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Waiver: In consideration of being permitted to participate in any way in The Moran Family Farm's Beekeeping and Gardening Workshops, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue The Moran Family Farm or anyone connected to The Moran Family Farm: owners, property location owners, or other participants, for illnesses (including death), and property loss arising from, but not limited to, participation in beekeeping and gardening workshops.

Assumption of Risks: Participation in beekeeping and gardening workshops carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries or other injuries associated with the handling of and proximity to bees, to 3) bee stings.

I, _____, have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Beekeeping and Gardening Workshops. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD THE MORAN FAMILY FARM, ALL OWNERS, PROPERTY LOCATION OWNERS, AND OTHER PARTICIPANTS HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my involvement in the Beekeeping and Gardening Workshops and to reimburse it for any such expenses incurred.

Acknowledgment of Understanding: I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. **I also certify that I do not have a demonstrated allergy to bee stings.**

_____ Printed Name of Participant

_____ Signature of Participant

(if Participant is a minor) Printed Name of Guardian

(if Participant is a minor) Signature of Guardian

Participant and / or Guardian Best Phone Number of

Participant and / or Guardian Best Email of

_____ Witness

_____ Date