

INDEMNITY, HOLD HARMLESS AND RELEASE AGREEMENT

BY SIGNING THIS AGREEMENT, I, THE UNDERSIGNED RECIPIENT, AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER ANY DAMAGES ARISING, DIRECTLY AND INDIRECTLY, OUT OF PARTICIPATING IN BEEKEEPING, THE CBA BEEKEEPING SCHOLARSHIP PROGRAM AND ANY INTERACTIONS WITH THE CONNECTICUT BEEKEEPERS ASSOCIATION INCORPORATED. I SHALL READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT, AND THE SIGNATURE BELOW CONSTITUTES EVIDENCE OF MY HAVING READ, UNDERSTOOD AND AGREED TO ITS TERMS.

WHEREAS, _____, of _____, CT (referred to as the "Recipient" and referred to by the use of lower case personal, possessive and other types of pronouns), has participated in _____ (the "Program") run by the Connecticut Beekeepers Association, Inc. (together with its officers, representatives, agents, servants, employees, volunteers, successors and assigns and any person associated with any of them, the "CBA"); and

WHEREAS, the CBA has selected the Recipient to receive certain items, tools, training, benefits and equipment as an award under the Program and, as a condition precedent to receiving the Award, the Recipient must execute and deliver to the CBA this agreement (the "Agreement").

NOW, THEREFORE, the Recipient, after reading and understanding the terms of this Agreement, does willingly agree to and execute this Agreement.

1. Award.

The CBA will provide me with, and I agree to accept, the items enumerated below, which together constitute the award ("Award"). The CBA will present the tangible items of the Award within thirty (30) days of executing this Agreement, or before May 15, 2018, whichever is later. The Recipient will be entitled to attend the teaching session and workshop parts of the Award on the dates that they are scheduled.

1. A package of approximately 3 pounds of bees including one mated queen bee;
2. 1 hive stand;
3. 1 screened bottom board;
4. 2 deep brood boxes;

5. 2 medium super boxes;
6. 1 inner cover;
7. 1 telescoping cover with aluminum top;
8. A full body bee suit with hat and veil for the Recipient, and a second one for the Recipients Parent or Legal Guardian if the Recipient is under the age of 18
9. Beekeeping gauntlet gloves for the Recipient and a second pair for the Recipients Parent or Legal Guardian if the Recipient is under the age of 18
10. 1 hive tool
11. 1 smoker
12. 1 beekeepers journal
13. \$100 to be applied to the cost of treatments, feeding, pest management supplies, and any other beekeeping related expenses to be accounted for in the beekeepers journal
14. 1 calendar year membership to the CBA;
15. Complementary attendance at one session of the "bee school" that the CBA holds;
16. 1 copy of The Beekeepers Handbook; and
17. Complementary referral to attend one or more workshops run by Massaro Community Farm in Woodbridge, CT, or any other CBA sponsored event, including the Southern New England Beekeepers Assembly.

2. **WARNING OF RISKS INVOLVED AND SUGGESTIONS FOR MITIGATION.**

Below is a list of the most common anticipated risks involved in beekeeping and suggestions for mitigating those risks.

A. Bee stings.

(1) Risk: Honey bees are generally not aggressive toward people, but, are defensive of their hive, which houses the family of bees and their food stores. 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. Such factors include, but are not limited to, whether it is sunny or overcast, the air temperature, the degree of wind, the amount of time the hive is open for inspection, odors of the human body, breath, color and texture of clothing, the degree of sharp or quick movement around the hive, accidental killing or crushing of bees during hive inspection, whether the colony has a functioning queen, whether the colony has been recently harassed by other animals, being invaded by ants or being robbed by other honey bee colonies or wasps, and other factors unique to a honey bee colony at the time of inspection that currently are not known to or ascertainable by beekeepers. At some point, a person working around bees will be stung. 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, including one or more of the following: the skin swells and becomes red, hot and painful, and itching also may occur. The severity and duration of such localized allergic reactions vary among individuals and stings. These reactions may disappear over a few hours or days, but can persist for a week or longer. 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).

(2) Mitigation & Prevention: Bees can sting through gloves and other fabrics. However, wearing beekeeping suits, including hat, veil and leather gloves will help minimize the risks of bee stings. The zippers of the suit must be completely zipped and all Velcro flaps secured. I shall not remove the bee veil or open the bee suit until I am far away from the site of the beehives. I shall use a smoker as taught to minimize defensive bee behavior. I shall wear a light layer of clothing (including long sleeve shirt) for an extra layer of protection under the bee suit. I shall also wear heavy, long pants (like jeans) that cover down to the ankle and boots or another kind of high-top shoes or sneakers. I shall not wear shorts or short pants or any kind of open footwear. In order to prevent bees from crawling up over the top of shoes and inside pants it is important to either wear gaiters or to tie up or tape pant cuffs tightly. Since bees can react aggressively to sudden and jerky movements, I shall move slowly and carefully around the beehive. I shall also try to avoid crushing and pinching bees with and against hands/fingers. If I feel scared, or am being attacked, I shall walk away from the hives, understanding that walking around bushes and trees and through their branches may disorganize the bees.

B. Lifting and moving hive components.

(1) Risk: Inspecting beehives involves lifting, moving and stacking hive boxes inhabited by bees and reassembling the boxes of the hive. Hive boxes can be heavy, reaching approximately 75 lbs. per 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 body, including the back, knees, ankles, shoulders, arms and hands. Even handling lighter items such as hive covers can result in a sprain, especially 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.

(2) Mitigation & Prevention of Bodily Injury: I shall review and practice, proper lifting techniques, including, within the 1 hour immediately before hands-on beekeeping activity, doing at least 15 minutes of stretching to help minimize potential sprains and strains. I shall be responsible for my own lifting techniques and body mechanics. I shall decline to do any lifting or moving of hive components if I am unsure that I can safely handle the weight or use proper lifting techniques or body mechanics.

C. Burns.

(1) Risk: 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.

(2) Mitigation & Prevention of Burns: I shall not put my hand or fingers into the smoker cylinder when attempting to start or refresh a fire or touch the smoker surface. I shall hold and use the smoker via hand contact with the bellows only.

D. Cuts/Contusions/Abrasions.

(1) Risk: Beekeepers use metal hive tools to pry apart boxes from one another, and frames from each other and from hive boxes. Hive tools are sharp, they can slip and cause cuts, contusions and abrasions. Their use also can result in pinching. Boxes are generally made of wood and often held together with metal screws or nails, or both. Boxes will sometimes have splinters. Screws and nails sometimes protrude out of the wood. Handling boxes may cause splinters to be embedded in the body and protruding screws and nails may scratch, penetrate or otherwise injure the body. The smoker and its cage are made of metal and sometimes the metal can cut, scratch or otherwise injure the body.

(2) Mitigation & Prevention: I shall hold and use the hive tool as low down on the tool as I can, as close as possible to the part of the tool that I am using for leverage. I shall use leather gloves and otherwise wear protective clothing that will prevent the embedding of splinters and injury from screws, nails and the smoker.

E. Falling and Tripping at the Apiary.

(1) Risk: The apiary site is likely to be uneven and irregular and which can be slippery, muddy, wet or contain or present other hazards. Twisted and sprained ankles may occur, and other injuries resulting from tripping, falling or both in and around, to and from, the apiary.

(2) Mitigation & Prevention: I shall pay attention and watch where I will be walking before walking there. I shall not work in or around the apiary if I feel ill, am injured or otherwise may be unable to observe all necessary, appropriate and recommended precautions and the terms set forth in this Agreement.

F. Use of Chemicals.

(1) Risk: Maintaining a healthy hive often means that beekeepers employ natural and artificial chemicals and substances to manage pests and diseases and otherwise to promote the good health of the colony of bees. Some of these substances can be caustic, causing irritation, burns and other damage if handled improperly.

(2) Mitigation & Prevention: If I use any chemical or substance, I shall do so out of my own free will and I shall do so fully in accordance with all of the recommendations of the

manufacturers and retailers of the chemicals and substances, and as specified by the products label.

3. No Warranties or Representations.

I willingly acknowledge, agree and accept that:

(a) I am receiving the Award on an "as is, where is" basis without any representations or warranties of any kind by the CBA, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, both of which I knowingly and willingly waive to the extent that they are applicable;

(b) That the CBA has made no warranties or representations as to the Award or its compliance with any guidelines, regulations or other provisions applicable to the Award;

(c) Without limiting the applicability of the foregoing, the CBA has made no warranties or representation about the use or intended use of the Award and that the CBA has disavowed any responsibility for any of its use or intended use by me or that of any of my heirs, executors, successors or assigns; and

(d) The CBA has advised me to consult with a health care provider of my own choosing and cost before participating in any beekeeping activity.

4. Indemnification, Hold Harmless and Defend.

I willingly acknowledge, agree, certify and accept:

(A) That my participation in beekeeping is completely my own endeavor as a private and personal hobby and not in any way supervised or in any way managed or sanctioned by the CBA. The CBA is not responsible or otherwise obligated to attend to any injuries, stings or medical needs that may arise during any beekeeping activities.

(B) THAT BEEKEEPING ACTIVITIES INHERENTLY ENTAIL KNOWN AND UNANTICIPATED RISKS AND CONSEQUENCES THAT MAY HAVE A NEGATIVE EFFECT ON MY PERSONAL, PHYSICAL AND EMOTIONAL HEALTH AND THAT OF THIRD PARTIES. OTHER RISKS AND CONSEQUENCES INVOLVE DAMAGE TO PROPERTY. SUCH RISKS AND CONSEQUENCES SIMPLY CANNOT BE ELIMINATED. SOME RISKS AND CONSEQUENCES ARE SET FORTH IN THIS AGREEMENT. IF I AM TAKING MEDICATIONS OR HAVE CERTAIN HEALTH CONDITIONS, SUCH AS, BUT NOT LIMITED TO, ASTHMA, ANAPHYLAXIS, SEIZURE DISORDERS, PREGNANCY OR ANY OTHER MEDICAL CONCERN, I ASSUME THE RESPONSIBILITY TO CLEAR MY PARTICIPATION IN THIS ACTIVITY WITH A QUALIFIED MEDICAL PROVIDER.

(C) ALL OF THE RISKS INVOLVED IN PARTICIPATING IN BEEKEEPING ACTIVITIES, AND I WILLINGLY ASSUME ALL RISKS AND RESPONSIBILITIES FOR MY OWN HEALTH, COMFORT, SAFETY AND WELL-BEING, AND THAT OF ANYONE WHO COMES NEAR OR IS A NEIGHBOR OF MY APIARY, WHETHER OR NOT STATED IN THIS AGREEMENT. I HAVE NO KNOWN OR SUSPECTED MEDICAL REASONS, RISKS OR PROBLEMS THAT PRECLUDE OR RESTRICT MY PARTICIPATION IN BEEKEEPING ACTIVITIES. MY PARTICIPATION IN BEEKEEPING ACTIVITIES IS NOT ILL-ADVISED FROM THE STANDPOINT OF MY PERSONAL HEALTH, COMFORT, SAFETY OR WELL-BEING GIVEN THE RISKS INVOLVED.

(D) I shall indemnify, hold harmless and defend the CBA from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, the Award, the Program and any of my acts of commission or omission (collectively, the "Acts") relating to beekeeping; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with the Agreement, the Award, the Program and any of my Acts relating to beekeeping. I shall use counsel reasonably acceptable to the CBA in carrying out my obligations under this section.

(E) That I either have adequate insurance to cover any injury or damage I may cause to myself or to third parties, or else, I shall bear the costs and expenses of such injury or damage myself. I agree to and shall pay for all costs and expenses relating to any medical care and treatment that I or any third party may receive resulting directly or indirectly from my participation in beekeeping activities.

(F) My duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where I am alleged or am found to have merely contributed in part to the Acts giving rise to the Claims and/or where the CBA is alleged or is found to have contributed to anything giving rise to the Claims.

(G) This section shall not be limited by reason of any insurance coverage.

(H) "Claims" in this Agreement means all actions, suits, claims, demands, investigations and proceedings of any kind, whether open, pending, threatened, mature, unmatured, contingent, known or unknown, at law or in equity, in any forum, by me or any third party, including, but not limited to, Claims for negligence, recklessness, bodily injury, property damage or any form of action for which a release may legally be given (including attorneys' fees and costs), that I or any third party may sustain as a result of my participating in beekeeping activities. Claims include, but are not limited to, those that arise from any bee stings, trips, falls, any use of the Award, any use of chemicals and other substances, medical care that I may receive, and any medical treatment decision or recommendation made by any party.

5. Release.

I, in consideration of the terms of this Agreement, the Award and participation in the Program, for myself and each of my heirs, executors, administrators and assigns, completely release and forever discharge the CBA from any and all Claims from the beginning of time and throughout the time that any Claim may be brought against the CBA, directly or indirectly, in connection with the Agreement, the Award, the Program and any of my Acts relating to beekeeping.

6. No Agency.

I understand that I am strictly an awardee of the Award and that I am not an employee, representative, or agent of the CBA. I am not required as part of any coursework or other program to participate in beekeeping activities and am doing so of my own free will. Nothing in this Agreement or any action taken by the CBA is intended to create a special relationship between the CBA and me.

7. Miscellaneous Provisions.

(A) Massaro Community Farm is an entity or association independent of the CBA. The CBA makes no representations or warranties about Massaro Community Farm or its operations. My attendance and participation a Massaro Community Farm workshops is entirely voluntary on my part.

(B) I shall be fully responsible for each item that comprises the Award and shall register all of my beehives with the State of Connecticut in accordance with Connecticut laws and regulations.

(C) I shall be fully responsible for remediation of bee swarms and all manner of nuisance conditions that may affect me or any third party.

8. Severability.

I have read this Agreement and I understand and accept it. If any provision of this 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 Agreement will 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 Agreement shall continue in full force and effect. This Agreement is my complete and only agreement regarding the subjects covered. In signing this Agreement, I am not relying on any representation, statement or promise, oral or written, beyond what is expressly

stated in this Agreement, of the CBA.

9. Forum and Venue.

The Agreement is deemed to have been made in the City of Hartford, State of Connecticut. It is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, any complaint filed shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. I waive any objection which I may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submit to such jurisdiction in any Claim.

RECIPIENT'S SIGNATURE

Print Name: _____ Date _____

Local Address: _____

PARENT'S OR GUARDIAN'S CONSENT

Parents or Guardians Additional Indemnification and Signature (must be completed for recipients who are under 18)

I/we understand and acknowledge that the CBA will present the Award under the Program to the minor child Recipient on the express condition precedent that this Agreement be validly executed and delivered to the CBA and that the CBA will rely to its detriment on this representation and warranty. Accordingly, I/we represent and warrant that I/we have complete and absolute legal authority to bind, contract for and legally act on behalf of the minor child identified above as the Recipient and to execute this Agreement in accordance with all of its terms for myself/ourselves and on behalf of the minor child Recipient. Therefore, I/we sign below as if I/we were signing as the Recipient and do so for myself/ourselves as if I/we were the Recipient and also for the minor child Recipient as the minor child Recipient's parent or guardian.

Parent or Guardian _____

Print Name _____ Date _____

By signing below, the undersigned minor child Recipient acknowledges having read this Agreement, particularly Section 2 concerning risks and the recommended acts to mitigate those risks.

RECIPIENT'S SIGNATURE

Print Name: _____

Date: _____