

# Faith Covenant Academy Home School Support Group Beekeeping Club Participation Waiver of Liability

To cover the liability issues of possible injury/stings while participating in the Faith Covenant Academy Home School Support Group Beekeeping Club (hereinafter 'FCA HSSG Beekeeping Club,' or 'Beekeeping Club') participants' parents or legal guardian are required to sign a Waiver of Liability. It is assumed that class participants are in good physical health, and no health problems exist which make class attendance dangerous to participants. As the beekeeping club's participants will be exposed to honey bee colonies that are maintained at this site, no one who has a demonstrated allergy to bee stings may participate in this class. Participants must assume all risk of injury from stings or accidents while attending or participating in the Beekeeping Club.

In consideration of attending and/or participating in the beekeeping club or other educational events associated with it, the undersigned acknowledges and agrees that:

- Participation in the beekeeping club is voluntary as well as that the beekeeping club is not a requirement for graduation;
- Express permission is given for my child to participate in the FCA Beekeeping Club;
- There is a potential risk of injury from activities involved in beekeeping, 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 child's participation; and,
- I willingly agree for my child to comply with the stated and customary terms and conditions for participation. If, however, your child observes any unusual significant hazard during his/her presence or participation, they are able to remove themselves from participation and bring such to the attention of the nearest educator immediately; and
- For myself, child, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Faith Covenant Academy, Faith Covenant Academy Home School Support Group, Endeavor Church and its officers and employees, Instructors, Teachers, Educators, 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 my child being permitted to participate in any way in the FCA HSSG Beekeeping Club and/or its activities, I, for myself, child, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Faith Covenant Academy, Faith Covenant Academy Home School Support Group, Endeavor Church

or its officers and employees, Instructors, Teachers, Educators, its owners, other participants, and if applicable, owners and lessors of the premises used to conduct the event (“RELEASEES”) or anyone connected to Faith Covenant Academy, Faith Covenant Academy Home School Support Group, Endeavor Church, Instructors, Teachers, Educators, its owners, other participants, and if applicable, owners and lessors of the premises used to conduct the event (“RELEASEES”), for illnesses (including death), and property loss arising from, but not limited to, participation in the Beekeeping Club and / or its activities.

**Assumption of Risks:** Participation in the Beekeeping Club and/or its activities 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 and possible allergic reactions to them.

More specifically, but not limited to, the risks associated with the Beekeeping Club are:

**(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. 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, quick movement around the hive; accidental killing or crushing of bees during hive inspection; whether the colony has a functioning queen; whether the colony is being harassed by skunks, raccoons or opossums at night, 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 the beekeepers.

At some point or another, **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, 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, and over time.

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).

**Mitigation & Prevention:** You must wear beekeeping suits and gloves and any other protective equipment as provided or approved by Faith Covenant Academy Home School Support Group 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. The key is to prevent bees from crawling up over the top of your shoes and getting caught/crushed between your socks and shoes and stinging you.

Bees can sting through gloves. 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 result 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 review (over the Internet or otherwise) and practice, proper lifting techniques particularly if you do not regularly lift bulky and heavy objects. It also is advised that, within the one (1) hour immediately before hands-on beekeeping activity, you do at least 15 minutes of stretching to help minimize potential sprains and strains. 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.

**(4) Cuts/Contusions/Abrasions:** 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.

Mitigation & Prevention: Hold and use the hive tool as low down on the tool as you can, as close as possible to the part of the tool you are using for leverage. Brace yourself against the hive or other frames. These techniques will give you more control and reduce the likelihood of cutting yourself.

**(5) Falling and/or tripping at the site of the hive(s):** The apiary site may be uneven and irregular. Twisted and sprained ankles may occur, and other injuries resulting from tripping and/or falling in and around, to and from, the apiary.

**Mitigation & Prevention:** Pay attention, and watch where you will be walking before you walk there.

**Rules and instructions:** I agree and understand that my child must abide by all rules and instructions given by the Beekeeping Club's instructor and/or other assistant and educators. Failure to do so may result in student's immediate dismissal from the beekeeping club and its activities as well as may result in disciplinary action by Faith Covenant Academy Home School Support Group.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD HARMLESS Faith Covenant Academy, Faith Covenant Academy Home School Support Group, Endeavor Church, Instructors, Teachers, Educators, its owners, other participants, and if applicable, owners and lessors of the premises used to conduct the event ("RELEASEES") 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 Club 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 my child who I give permission to participate in the FCA HSSG Beekeeping Club does not have a demonstrated allergy to bee stings.

I hereby assert that my child's participation is voluntary and that I knowingly assume all such risks and that I expressly give permission for my child to participate in the FCA HSSG Beekeeping Club.

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Printed Name of Participant

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Signature of Participant

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Printed Name of Guardian (if Participant is a minor)

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Signature of Participant

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Best Phone Number of Participant and / or Guardian

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Date