

WAIVER & ASSUMPTION OF RISKS AGREEMENT

NOTICE: This is an agreement regarding legal rights.
Read it carefully and be sure that you understand it before you sign it.

I, _____, freely choose to participate in hands-on beekeeping classes (“LBBA Field Day”), taught by volunteers (“LBBA Mentors”) and sponsored by Oregon State University and Linn-Benton Beekeeper’s Association (“LBBA”). I agree to, and sign, this *Waiver and Assumption of Risks Agreement* (“Waiver”) in consideration for being allowed to participate in the Program.

RISKS INVOLVED. I understand that there are certain risks involved, as described below, with participating in the **LBBA Field Days**. 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 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 beekeeper 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: Please wear beekeeping suits and gloves 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 at the Location. 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 gaters, 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.

(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 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: It is advised that 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 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.

HEALTH AND SAFETY RESPONSIBILITY. I acknowledge and agree OSU/OSBA nor the Instructors/Mentors are responsible or otherwise obligated to attend to any injuries, stings or medical needs that may arise during any Class, and I personally assume all risks and responsibility for such injuries, stings and medical needs. Nothing about the fact of this Waiver, or any action taken by OSU or any Instructor is intended to create a special relationship between any of them and me.

A Instructor may (but is not obligated to) take any action during the Class that the Instructor considers 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 a Instructor 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.

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ASSUMPTION OF RISKS AND WAIVER/RELEASE OF LIABILITY. I understand the risks involved in participating in the Program, and I hereby assume all risks and responsibilities for my own health and safety, whether or not stated in this Waiver. I have no known or suspected medical reasons, risks or problems that preclude or restrict my participation in the Program, or make my participation in the class 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 Program:

- I hereby waive and release OSU/OSBA, and the Instructors/Mentors from any and all liability for any and all loss, bodily injury or damage I may sustain as a result of my participation in the Program including, but not limited to, arising from any bee stings, trips, falls, medical care I may receive, and any medical treatment decision or recommendation made by the Instructors/Mentors.
- I hereby waive and release OSU/OSBA, and the Instructors/Mentors from, and I agree to pay, all expenses relating to any medical care and treatment I receive resulting from my participation in the Program.
- I hereby waive, release, and agree to indemnify and defend OSU/OSBA, and the Instructors/Mentors and the from and against any and all claims that any other person may have and assert against any of them for any losses, damages or injuries arising out of, or in connection with, my participation in the Program.

COMPLETE AGREEMENT. I have read this Waiver and I understand it. If any provision of this Waiver 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 Waiver 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 Waiver shall continue in full force and effect. This Waiver is my complete and only agreement regarding the subjects covered. In signing this Waiver, I am not relying on any representation, statement or promise, oral or written, OSU/OSBA, and the Instructors/Mentors, or any person associated with any of them, except what is expressly stated in this Waiver.

Dated: _____, 2015 Signature: _____

Printed Name: _____

CONTACT(S) IN CASE OF EMERGENCY DURING CLASS:

Name, City & State, and Telephone Number:

Relationship:

