

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for picking up purchases of nucleus hives of live honeybees at MOUNTAIN SUPPLY LLC, 24 S. Walnut St, Colorado Springs CO, 80925 subject of keeping, inspecting, handling, and transporting honeybees, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE **ROCKY MOUNTAIN BEE SUPPLY LLC, Leonard Rickerman, Dolly Rickerman**, their officers, servants, agents, or employees (hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death that may be sustained by me, my spouse, my children, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such course activity, or while in, on or upon the premises where the activity is being conducted.
2. To the best of my knowledge, I am not allergic to bee stings. I am fully aware of the risks and hazards connected with the activity of keeping, inspecting, handling, and transporting honey bees, including the risk of being stung by a honey bee, and I hereby elect to participate voluntarily in said activity, and enter the above-named premises and the adjacent parking areas and engage in such activity knowing that the activity may be hazardous to me, my spouse, my children, and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, my spouse, my children, or any loss or damage to property owned by me, as the result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs including attorney's fees, they may incur due to my participation in said activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT:

- A. I have read the foregoing Release, understand it and sign it voluntarily as my own free act and deed;
- B. No oral representations, statements, or inducements, part from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent;
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signature of Participant: _____

Date: _____

Printed Name of Participant: _____

OR

Signature of Consenting Guardian: _____ for

Printed child name _____

Printed Name of Consenting Guardian: _____

Date: _____