

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in beekeeping and the associated physical activities, including but not limited to, accessing the hive, climbing ladders, climbing stairs, walking, lifting, moving, inspecting the hive(s), operating machinery associated with beekeeping and other activities necessary to access and service the hive(s) (the "Activity"), and as consideration for the right to participate in the Activity as well as learn and view the Activity, I, hereby, for myself, my heirs, executors, administrators, assigns, personal representatives or any other successor or predecessor in interest, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Astor Apiaries, Inc., Nicholas Hoefly, The Green-Wood Historic Fund, The Green-Wood Cemetery and their agents, assigns, employees, volunteers, affiliates, managers, members, attorneys, staff, heirs, representatives, predecessors, successors, and assigns ("Beekeeper") for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from any location where the Activity is to be performed. Further, I represent and warrant that I am aware of the inherent risks of beekeeping, including but not limited to being stung by bees, the associated risks with accessing the hive(s) which may be located on roofs, in yards or in other areas which have associated risks such as falling and environmental hazards. I warrant and certify that I will not take any action that will put myself or anyone else at increased risk and will follow the direction of the Beekeeper. I further warrant and certify that I am physically capable of performing the tasks associated with the Activity and will notify Beekeeper of any additional risks, such as disability, handicap, allergy or any other mental or physical attribute that may in any way increase the risks associated with the Activity.

I expressly state that I am aware that I am performing the Activity as a participant and am not in any way employed or otherwise engaged for my services by the Beekeeper.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS OR DEATH), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Beekeeper against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Beekeeper incurs any of these types of expenses I agree to reimburse Beekeeper.

I acknowledge that Astor Apiaries, Inc., The Green-Wood Historic Fund, and The Green-Wood Cemetery and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Beekeepers.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF MY PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to participants, volunteers, spectators and other actors participating or acting in the vicinity of the Activity.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE BEEKEEPER, AS DEFINED HEREIN, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST BEEKEEPER FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or law does not prohibit releases for negligence, this release is also a release for negligence and is meant to release Beekeeper to the greatest extent permissible by law. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect, recklessness or taken with intent to cause damage.

_____ (sign) Date: _____

_____ (print)