

Dickinson College
Liability Release, Indemnity and Waiver Agreement for Volunteers
(Honey Bees and Beekeeping)

As part of Dickinson College's ongoing commitment to serving as an information hub on initiatives affecting the sustainability of our environment, the Dickinson College Center for Sustainability Education has introduced beehives and honey bees on the College's campus ("Beekeeping"). Beekeeping provides both learning and volunteer opportunities, often simultaneously, to members of the Dickinson College community, and our family and friends. This document sets for the conditions for volunteering and participating in learning opportunities related to the College's Beekeeping activities.

I am hereby requesting the privilege of serving as a volunteer in the College's Beekeeping activities. I want to share my interest in Beekeeping and sustainability and to share what I learn with others. For and in consideration of this Indemnity Release and Waiver, Dickinson College has agreed to allow me to volunteer in the College's Beekeeping activities, and to provide me with training and the use of the tools and equipment needed for Beekeeping activities at no cost for these purposes.

I understand that I am strictly an unpaid volunteer and I am not an employee, representative, or agent of Dickinson College. I am not required as part of any coursework or other program of the College to participate in Beekeeping activities and am doing so voluntarily and of my own will.

RISKS INVOLVED. I understand that there are certain risks involved in working with bees, as described below, and with participating in the Beekeeping activities. 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 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 by Dickinson College 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.

HEALTH AND SAFETY RESPONSIBILITY. I acknowledge and agree neither Dickinson College nor any of its employees, representatives, agents, or volunteers, are responsible or otherwise obligated to attend to any injuries, stings or medical needs that may arise during any Beekeeping activities, and I personally assume all risks and responsibility for such injuries, stings and medical needs. Nothing about the fact of this Liability Release, Indemnity and Waiver Agreement or any action taken by Dickinson College or any of its employees, representatives, agents or volunteers is intended to create a special relationship between any of them and me.

The College, through its employees may (but is not obligated to) take any action during the Beekeeping activities that the employee 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 the College employee 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.

RULES AND REQUESTS. I agree to abide by all posted rules and reasonable requests of Beekeeping supervisors or College employees while engaged in Beekeeping activities. I understand that my failure to do so may result in my ejection from Beekeeping activities and my exclusion from them in the future.

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

- I hereby waive, release and hold harmless Dickinson College, its trustees, officers, employees, representatives, and agents from any and all liability for any and all loss, liability, actions, causes of action, negligence, debts, claims or demands of any kind and nature whatsoever including but not limited to, negligence, debts, claims or demands of any kind and nature whatsoever 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 may sustain as a result of my participation in the Beekeeping activities 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 College or its employees.
- I hereby waive, release and hold harmless Dickinson College, its trustees, officers, employees, representatives, and agents from, and I agree to pay, all expenses relating to any medical care and treatment I receive resulting from my participation in Beekeeping activities.
- I hereby waive, release, hold harmless and agree to indemnify and defend Dickinson College, its trustees, officers, employees, representatives and agents 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 Beekeeping activities.

COMPLETE AGREEMENT. I have read this Liability Release, Indemnity and Waiver Agreement and I understand it. If any provision of this Liability Release, Indemnity and Waiver 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 Liability Release, Indemnity and Waiver Agreement 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 Liability Release, Indemnity and Waiver Agreement shall continue in full force and effect. This Liability Release, Indemnity and Waiver Agreement is my complete and only agreement regarding the subjects covered. In signing this Liability Release, Indemnity and Waiver Agreement, I am not relying on any representation, statement or promise, oral or written, beyond what is expressly stated in this Liability Release, Indemnity and Waiver Agreement of Dickinson College, its trustees, officers, employees, representatives or agents, or any person associated with any of them.

This Indemnity, Release and Waiver shall remain in effect for the _____ academic year.

I hereby certify that I voluntarily sign this document, and intend to be legally bound by the terms of this document. I have read all of its provisions, and fully understand their significance.

Date

Signature

E-mail

Printed Name

CONTACT(S) IN CASE OF EMERGENCY:

Name, City & State, and Telephone Number:

Relationship:
