PARTICIPANT AGREEMENT

This PARTICIPANT AGREEMENT (this **"Agreement"**) is made and entered into by and between Central Alabama Beekeepers Association (**"CABA"**) and the undersigned person as a participant and/or legal guardian of a minor participant (hereinafter referred to as **"Participant"**) in the Beekeeping Camp offered by CABA. Participant expressly acknowledges, warrants, and represents that the Teacher(s) (defined herein) and the Volunteers (defined herein) are third party beneficiaries of this Agreement. In consideration of being permitted to participate in certain educational presentations and activities and being permitted entry to and/or use of the property or properties upon which instruction is provided (collectively, the **"Premises"**) for any and all purposes, including, but not limited to, interaction with bees, bee hives, and other bee related items by him/her and/or another, and with full knowledge that bees, bee hives, and other bee related items are located at and on the Premises, Participant agrees to the following:

1.Participant agrees to indemnify, hold harmless, and defend CABA, its independent contractors, the person(s) teaching at Beekeeping Camp (the **"Teacher(s)"**), and all Volunteers (collectively sometimes referred to as the "Camp") from any and all fault, liabilities, costs, expenses, claims, demands, and/or lawsuits arising out of, related to, or in any way connected with: (a) any and all actual or alleged acts or omissions of the Camp in the course of Participant's presence on and/or use of the Premises including, but not limited to, Participant's interaction with bees, bee hives, and other related items; and (b) any and all actual or alleged acts or omissions of Participant which are in any way related to the curriculum taught by the Teacher(s).

2.Participant/legal guardian further waives for himself/herself and for his/her minor children, the participant, heirs, next of kin, assignees, personal representatives, administrators, and executors any and all rights and claims for damages, loss, costs, demands, and any other actions or claims whatsoever, which he/she may have or which may arise against CABA, its independent contractors, the Teacher(s), the Camp, and/or the Volunteers (including, but not limited to, damage to Participant's property and/or any and all illnesses, injuries, including mental or emotional distress or anguish, and other damages, including death, suffered by Participant) which may in any way whatsoever arise out of, be related to, or be connected with use of the Premises by Participant and/or another, the curriculum taught by the Camp or use of any equipment provided by the Camp for Participant.

3.The Camp, CABA, their independent contractors, the Teacher(s) and/or the Volunteers shall not be liable for, and Participant, on behalf of himself/herself and on behalf of his/her heirs, next of kin, assignees, personal representatives, administrators, and executors, expressly release the Camp and CABA, their independent contractors, the Teacher(s) and/or the Volunteers and each of their members, employees, and/or agents from any and all such claims and liabilities including, but not limited to, claims of actual or alleged negligence on the part of the Camp and CABA, its independent contractors, the Teacher(s) and/or the Volunteers, and each of their members, employees, and/or agents.

4.Participant acknowledges and agrees that interaction with bees, bee hives, and other bee related items is an inherently dangerous activity. Participant expressly assumes the risk of being on the Premises where bees and bee hives are kept; and Participant further expressly assumes the risk of interacting with bees, beehives, and other bee related items by himself/herself and/or another, regardless of whether such interaction occurs on the Premises or off the Premises.

5.Participant expressly agrees that this agreement by him/her is intended to be as broad and inclusive as permitted by law and that if any court of competent jurisdiction determines that any of the provisions of this Agreement, or any part of any provision, is unenforceable for any reason, such court will have the power to sever and/or reform such provisions (including the authority to reduce the scope or breadth of any provision), and otherwise reform, sever, or decline to enforce any unenforceable provision or any part thereof, and in its reduced form, such provision and this Agreement will then be enforceable. If any one or more of the provisions contained in this Agreement are found to be unenforceable, the validity, legality, and enforceability of the remaining provisions contained herein will not be affected or impaired thereby. Reformation and severability will apply. No remedy conferred by any of the specific provisions of this agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by the Camp and CABA, its independent contractors, the Teacher(s) and/or the Volunteers shall not constitute any waiver of such party's right to pursue other available remedies. This agreement binds Participant and his/her heirs, next of kin, assignees, personal representatives, administrators, and executors.

6.Participant acknowledges and agrees that Participant (or legal guardian) has read this Agreement and he/she understands its terms, is executing this Agreement voluntarily and has legal authority to execute the agreement. Participant/legal guardian also acknowledges and agrees that he/she has read, understands, and will at all times abide by all safety rules and procedures and any other rules and procedures stated orally or in writing by the Camp and CABA, the Teacher(s) and/or the Volunteers, including, but not limited to, the requirement that Participant wear full protective bee suit at all times when interacting with bees and/or the bee hives on the Premises.

Executed to be effective as of _____ ___. 20___

PARTICIPANT/LEGAL GUARDIAN:
Signature
_____ By: _____

Printed Name: _____

Relationship: _____