

# **Bee Tour Release and Waiver of Liability and Claims**

DATE: \_\_\_\_\_

Name \_\_\_\_\_ Contact \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

In consideration for and as a condition to the undersigned being permitted to enter and use the property of Rockland Agricultural and farming center / Rockland Honey / Zev / William Oster and its tour guides, the undersigned on his or her behalf of his or her heirs, legal representatives, and assigns (collectively hereinafter referred to as the "Undersigned") hereby RELEASES, WAVES, AND DISCHARGES the Owner and the Owner's respective heirs, legal representatives, officers, employees, agents, assigns and affiliates, as appropriate (such parties, together with the Owner, hereinafter collectively referred to as the "Released Parties"), from any and all liability, claims, demands, or causes of action that the Undersigned may have now and hereafter for any and all injuries to his or her person or property and for damages, including but not limited to, those injuries or damages CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES while the Undersigned is on the property of the Owner, for any purpose or participation in any activity whatsoever.

The Undersigned hereby EXPRESSLY AGREES he or she WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of his or her presence on or participation in any activity on such property.

The Undersigned further AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties and each of them from any loss, liability, damage, or cost that the Released Parties may incur due to the presence of the Undersigned on the property of Owner, including, without limitation, subrogation and/or derivative claims brought by any third party or insurer in connection with any injury or damage the Undersigned may suffer while on the property of Owner. The Undersigned AFFIRMS he or she is covered under appropriate general liability and personal health insurance policies issued through a licensed insurance carrier. The Undersigned REPRESENTS AND WARRANTS his or her participation in any activity on the property does not violate any federal, state, and/or local laws and ordinances regulating such activity, if any, and he or she has obtained any necessary permits or licensed to engage in such activity, if required by law.

The Undersigned EXPRESSLY ACKNOWLEDGES, AGREES, AND UNDERSTANDS his or her presence and participation in activities on the property have inherent risks and dangers and no amount of care, caution, instruction, or expertise can eliminate these risks and dangers, and he or she EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES ON THE PROPERTY WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. The Undersigned further EXPRESSLY AGREES the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND CLAIMS, AND UNDERSTANDS THAT HE OR SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER, AND INTENDS THAT HIS OR HER SIGNATURE IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF THE GREATEST EXTENT ALLOWED BY LAW. The Undersigned further AGREES that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I hereby grant the Released Parties permission to use any photograph or videos in any and all of it's publications, including website entries, without payment or any other consideration. I understand and agree that these materials will become the property of the Released Parties . I herely irrevocably authorize the Released Parties to edit, alter, copy exhibit, publish or distribute this photo for purposes of publicizing. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive my right to royalties or other compensation arising or related to the use of the photograph or video.

**GUEST NAME:** \_\_\_\_\_ **GUEST SIGNATURE:** \_\_\_\_\_

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**PARENT or GUARDIAN SIGNATURE:** \_\_\_\_\_

(Must parent or legal guardian if under age 18)