



**DISTRICT OF COLUMBIA DEPARTMENT OF PARKS AND RECREATION
DPR URBAN BEEKEEPING PROGRAM AGREEMENT AND ACCIDENT WAIVER AND RELEASE OF LIABILITY
FOR ADULTS PARTICIPATING IN DPR ACTIVITIES AND/OR TRIPS**

Name of Activity, Event, Trip, or Program (“Activity”): DPR URBAN BEEKEEPING PROGRAM

Start date of Activity: _____

Location of Activity: _____

Description of Activity: INSTALLING AND MAINTAINING A HONEY BEE HIVE ON A DPR DESIGNATED BEEHIVE SITE

I recognize that participation in the Activity, including transportation if applicable, can carry potential risks, including, but not limited to, bodily injury. I certify that I have not been advised to refrain from participating in the Activity by a medical professional. There are no health-related reasons or problems that preclude my participation.

I ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS ACTIVITY, including, but not limited to, any and all risks that may arise from the vehicles, equipment, and/or real and personal property, under the jurisdiction and control of the District.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident and/or illness during this Activity. However, this consent does not require the District to initiate medical care on my behalf. I agree to accept full responsibility for and to pay for the cost of medical care, transportation and any other incidental expenses arising from my participation in this Activity.

In consideration of participation, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows:

- (A) **I WAIVE, RELEASE, AND DISCHARGE** any and all District officials, agents and employees, current and former, and/or representatives (each a “District Party” and collectively the “District Parties” or the “District”) from any and all liabilities, claims, penalties, suits, demands, judgments, costs, interest, and expenses (including, attorneys’ fees and costs) (each a “Loss” and collectively “Losses”) including, but not limited to, Losses from or connected to death, disability, personal injury, loss damage or theft of property or actions which may occur in connection with the Activity including traveling to and from this Activity arising from either the District’s or my own negligence, or from my own recklessness or intentional acts;
- (B) **I AGREE TO INDEMNIFY AND HOLD HARMLESS** the District, for, from, and against any and all losses arising or resulting from participation in or travel to and from this Activity arising from either the District’s or my own negligence, and/or from my own recklessness or intentional acts;
- (C) **THIS WAIVER, RELEASE AND DISCHARGE, AND INDEMNIFICATION SHALL NOT EXTEND TO** the gross negligence or intentional acts of District Parties acting within the scope of their employment.
- (D) **I AGREE THAT I AM FULLY RESPONSIBLE** for my beehive.
- (E) **I AGREE TO FOLLOW** all DOEE present and future bee regulations.

Current DOEE Bee Keeping Regulations

- a. All colonies in the District must be registered with DOEE within 30 days of colony establishment. Attach Registration Document attached below.
 - b. A permit must be obtained from the DOEE prior to transporting any colony, portion of a colony, bees on comb, empty used combs, used hives, or any other used apiary appliance into or out of the District. All colonies must be kept in a hive with removable combs, such as a Langstroth-type hive, Top Bar hive, or Warré beehive. Adequate space in the hive to prevent overcrowding and swarming.
 - c. The beekeeper is responsible for remediation of bee swarms and nuisance conditions.
 - d. All colonies must be provided with a convenient, adequate, and constant source of water.
 - e. A beekeeper shall not keep more than four hives on a single property unless the property is greater than one-quarter acre (10,890 sq. ft.) or they have permission from the Department. (regs.§1525)
 - f. A hive must be located at least 15 feet from a property line, unless other conditions are met. (reg.§1525)
 - g. **THE POSSESSION OF AFRICANIZED BEES IS PROHIBITED**
- (F) **I AGREE TO SPLIT MY HIVE** when it becomes necessary to prevent a swarm.
- a. If a hive becomes too crowded and needs to be split, I agree to apply for a new hive spot at a DPR designated beekeeping site through the DPR application process. If space is unavailable, I agree to work with DC Beekeepers Alliance to find another non-DPR location where a new hive can be placed.
 - b. In cases of emergency when a hive must be split immediately to prevent a swarm, I agree to remove the split hive from DPR property with the assistance of DC Beekeepers Alliance within 30 days if space is unavailable for the new hive after applying through the DPR application process.



