

# Glenarvon Hunt Club – Annual Permission to Hunt Deer and Turkey in Accordance with this Agreement - Hunters' General Release, Liability Waiver and Assumption of All Risk and Liability, and Hold Harmless Commitments – Effective for the Year of Execution and Delivery of this Agreement

This Agreement is between members of a private hunting Club, and approved guests, ( called "Hunter(s)"), and the hosts, Sayre O. Graves and William A. Winston, (called "Hosts)". Additional blank forms can be downloaded at **[www.glenarvon.com](http://www.glenarvon.com)**.

For this Agreement to be effective, the Hunter must read and initial each page, provide all of the information required on Page 4, obtain the signatures of three (3) parties: the Hunter, the Hosts, and the approved representative of Glenarvon Hunt Club, (currently Mr. Bobby Blake), and finally, deliver an original executed Agreement to the Hosts.

Glenarvon is not open to the public. The Hosts value their privacy, and reserve the right to suspend or terminate the invitation of any Hunter at any time.

Objectives of this Agreement include: (a) to enable safe, lawful, and enjoyable deer and turkey hunting at Glenarvon; (b) to assure that game hunting does not interfere with other activities conducted at Glenarvon or the privacy of the Hosts; (c) to strongly encourage the harvesting of deer in accordance with the DMAP herd management concepts involving emphasis on does and antlerless deer, not trophies.

The Hosts' "other activities" may include use of the property for the Host's personal purposes, including times of privacy and private hunting; property maintenance activities; activities involving livestock; the operation of crop and timber lands; various educational and scientific purposes... including geology field classes, bird watching groups, insect studies, etc.; the hosting of horse shows and trials; the hosting of Deep Run Hunt Club fox hunting events; the hosting of carriage events; and any other activity or event the Hosts wish to pursue.

Equine events can arise on short notice at any time, and they shall exclude all game hunting, including hunting by archery and black powder, whether the game hunting was previously scheduled or not. Each game Hunter expressly understands that circumstances may require sudden changes of the fox hunting calendar, and each Hunter shall personally be responsible for checking the Deep Run Hunt Club recording at (804) 784-4335, (or such other number as Deep Run may use), no more than 3 hours before the game Hunter's intended time of arrival to assure that no hound roading, cubbing or hunt fixture has been scheduled at Glenarvon on short notice.

Glenarvon Hunt Club will provide and maintain hunting liability insurance of a form acceptable to the Hosts, and will closely supervise the selection, regulation, and training, of Hunters and Guests. Hunters will maintain all hunting equipment, ATVs, and other vehicles, deer stands, and firearms they use on this property.

A personal and individual permission to hunt deer and turkey according to rules specified in this Agreement and applicable laws and limits is granted the Hunters by the Hosts. This permission is not transferable or assignable in whole or in part.

The Hosts warn that Glenarvon has been occupied by humans for many generations, and in addition to open and obvious hazards, may involve concealed hazards such as abandoned wells, asbestos, toxic waste, broken glass or any other imaginable threat. Hunters must

protect themselves against all perils, and the Hosts warrant nothing.

The Hosts warn that wild and domesticated animals can injure people, and their behavior cannot be predicted. The Hosts warn that animals suspected of having rabies have been seen here, and Copperhead snakes live here. Trees and branches can fall without warning.

By signing this Agreement, each Hunter, and each guest Hunter, assumes all risks of personal injury or damage to his property arising from being on Glenarvon, accepts the Glenarvon property as it is, accepts any dangerous conditions and dangerous wildlife and domesticated animals on the property, and accepts all risks of the condition of deer stands and other structures, and waives all rights to sue or bring any action against the Hosts for injury or other loss involving Glenarvon or the Hosts, whether based on negligence or not. Each Hunter and each guest Hunter further agrees to indemnify the Hosts and to hold each of them harmless against any such suit or action; and to reimburse the Hosts for all legal fees and costs associated with the defense of any claim made by or on behalf of the Hunter or guest Hunter, including defense of claims for death, personal injury, property damage, loss of income, or any other loss, based on negligence or otherwise.

This Agreement, including the specific assumption of all risks, waiver of rights to sue, and indemnification and defense of the Hosts shall be binding upon the heirs, personal representatives, trustees and receivers, successors and assigns of each Hunter or Guest Hunter.

Bear, quail, and duck will not be hunted. Cattle, horses, and other domestic animals, and all buildings, houses and equipment may not be shot. Hunters are responsible for learning where these things are, and not shooting them. Turkey may be taken with arrows or shotgun only. Rifle hunting of turkey is prohibited.

Walking hunting and man drives of deer are prohibited. Running deer with dogs is prohibited. Glenarvon permits stand hunting of deer only.

Cars or trucks parked away from the hunt cabin shall display the sign provided by the club vertically in the side window most easily seen from a distance, (whether passenger or driver's side). Laying the sign flat on a seat or on a dashboard or under a windshield wiper is not sufficient.

The posted 15 MPH limit is an upper limit, and is to be observed. Even at low speeds, gravel is unavoidably displaced by every passing car. Higher speed increases damage.

Access to all parts of the property can be had without driving through a fenced grazing pasture or any field with a standing crop. Pastures and crop fields are off limits, except the James River fields may be driven on, but only in areas that are completely dry and when no crop is standing in them. Confusion about the wetness of the ground or where crops are is easily resolved by asking the Hosts. Ask first... telephone (434) 842-1922.

Hunters are asked to avoid using even ATVs where the ground is very wet.

The Hosts urge the Hunters to park their highway vehicles near the hunt cabin and use ATVs. Mr. Blake will investigate the club purchasing such devices for convenient Hunter use at Glenarvon. Please either leave your keys in your highway vehicle and leave the door unlocked, or park at a distance from the cabin so as to not block access to anything and be away from the cabin if it burns down.

A calendar will be maintained in the hunt cabin for the purposes of alerting Hunters to other activities scheduled by the Hosts that conflict with game hunting, and to allow Hunters to reserve future dates and locations if they wish.

A chalk board will be maintained in the hunt cabin for each Hunter to enter where he will be hunting that day. Each Hunter will erase his entry when he leaves. Any entry format that is legible and adequately informs other Hunters and the Hosts of the Hunter's location will work. Specifying the stand location is critical to preventing accidents and locating Hunters in case of an emergency.

Each calendar year, up to 15 stand locations will be designated by Glenarvon Hunt Club, and identified by Latitude/Longitude and assigned a letter of the alphabet. Each stand will be the center of a circle 300 yards in radius, (containing approximately 58 acres). If two (or more) stand locations are less than 600 yards apart, only one stand can be occupied at any time, and the Hunter reserving any one stand "overlapping" others shall, in effect, have reserved them all.

For Spring gobbler hunting, Glenarvon will be divided in 2 (two) areas: east and west of the driveway - Route 655. Thus, only two gobbler hunting parties are permitted at a time.

A Hunter may not wander from his reserved area(s), but when no other Hunters will be inconvenienced, it is contemplated that a Hunter might wish to sign up for multiple stands.

Offal will be removed from Glenarvon. Field dressing that leaves the gut pile far from the residences and barns is permitted. The rest needs to be disposed of away from Glenarvon.

Hunters are encouraged to take all nuisance predators that impact ground-nesting birds, particularly feral cats and dogs, and coyotes, but not foxes, (which, if not rabid, are being preserved for other uses). Hunters have permission to employ recorded animal or bird calls or electrically amplified imitations thereof, in connection with the taking of coyotes. (See 4 VAC 15-40-30)

Coyotes and woodchucks/groundhogs are designated nuisance species by 4 VAC 15-20-160, and a continuous open season is provided by Va. Code §29.1-511. Hunters are encouraged to take them whenever they can.

Feral dogs and cats are not "wild animals" with regulated hunting seasons, and involve no bag or other limits. Hunters are encouraged to take them, and the Hosts designate the Hunters as landowner agents for the removal of feral cats and dogs.

Bobcat are subject to season and bag limits unless involved in or about to be involved in certain damaging acts. See Va. Code §29.1-511.

Each Hunter is designated a landowner agent for the purpose of asking trespassers to identify themselves. Please see Va. Code §18.2-133. Do not attempt to deal with a belligerent trespasser, but collect and write information such as description, automobile license number, make, model, color, time of day, etc. so a report can be filed with authorities.

Hunters are authorized to carry and use "prohibited instruments", including an axe, a saw, or a shovel, but are not given permission to harvest standing timber. See Va. Code §§18.2-140, 141. The collection of ground wood for fire use at the hunt cabin is permitted, and permission for removal of such wood for use elsewhere may be granted by the Hosts upon request.

**THIS AGREEMENT IS NOT EFFECTIVE UNTIL IT IS HAS BEEN  
READ, EACH PAGE INITIALED, AND REQUIRED INFORMATION  
PROVIDED BY THE HUNTER; AND IT IS THEN**

SIGNED BY ALL PARTIES AND A FULLY - EXECUTED ORIGINAL  
HAS BEEN DELIVERED TO THE HOSTS:

HUNTER     GUEST HUNTER    (check one)

Hunter's Address : \_\_\_\_\_  
PRINT CLEARLY  
\_\_\_\_\_  
\_\_\_\_\_

Hunter's email Address: \_\_\_\_\_  
PRINT CLEARLY

Hunter's telephone No.: \_\_\_\_\_  
PRINT CLEARLY

Hunter's Name, printed CLEARLY: \_\_\_\_\_

Hunter's Signature: \_\_\_\_\_

Date of Hunter's Signature: on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

Describe Hunter's primary highway vehicle, (make, model, color(s), license number):  
\_\_\_\_\_

**Approved by: Hunt Club Representative:** on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

**Approved by: HOSTS: Glenarvon/Sayre O. Graves/William A. Winston:** on this  
\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

By: \_\_\_\_\_  
William A. Winston or Sayre O. Graves  
1853 Glenarvon Drive  
Bremo Bluff, VA 23022  
"[wwinston@glenarvon.com](mailto:wwinston@glenarvon.com)"  
(434) 842-1922

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