



**Bay Quarter Shores, Inc.**  
**HUNTING APPLICATION**  
 1004 Bay Quarter Dr.  
 Heathsville, VA 22473



Hunter's Name: \_\_\_\_\_ Member \_\_\_\_\_ or Guest \_\_\_\_\_

Hunter's Phone: \_\_\_\_\_ VA Hunter Lic. # \_\_\_\_\_

Hunter's Age: \_\_\_\_\_ Email Address: \_\_\_\_\_

Emergency Name & Phone # \_\_\_\_\_

If Guest, Sponsoring Member's Name: \_\_\_\_\_

Members Lot # or BQS Address: \_\_\_\_\_

**BQS HUNTING RULES AND REGULATIONS**

1. Because of the large number of homes in the community, and the concerns for safety, the following rules concerning hunting are binding on all Bay Quarter Shores members and their guests. Bay Quarter Shores, Inc. has jurisdiction over hunting on common land within the subdivision. Hunting is a privilege limited to members and their guests. Members must be in good standing, with all assessments and annual dues paid.
2. The BQS Hunting Chairman provides necessary controls and enforcement over hunting. He or she issues BQS permits, oversees hunting operations, and provides liaison with the game warden. In addition, the Hunting Chairman may deny hunting privileges to a member or guest with the approval of the Board of Directors. The local game warden will provide on-site inspections of hunting to enforce the law. All hunters, both members and guests, must have in their possession a current BQS Hunting Permit which is provided upon registration with the BQS Hunting Chairman. In addition, hunters must possess a valid Virginia state hunting license. Eligible hunters under the age of 18 must carry written parental permission.
  - (a) Local non-member hunters must be approved, registered and carry the BQS issued permit.
  - (b) Hunting is permitted only on BQS common property that lies on the south side of Cod Creek Drive, between Lot C022 and the main gate. Hunting at any other site in the development is prohibited, including the area between the barn and the main gate.
  - (c) All hunters and assistants must wear the necessary safety garments required by law.
  - (d) Dogs are not allowed for hunting deer.
  - (e) Parking for hunters is limited to designated parking area on Cod Creek Drive, ¼ mile north of the entrance to BQS.
  - (f) Bay Quarter Shores, Inc. has no jurisdiction regarding "over water" hunting on Presley Creek and Cod Creek. These waters are natural resources under the jurisdiction of, and regulated by, the Commonwealth of Virginia. All concerns about hunting in these areas should be referred to the game warden or sheriff.

**NO TRAGET PRACTICE IN THE BQS HUNTING AREA**

Mail to address at top.....  
 Email to [bqs@bayquartershores.onmicrosoft.com](mailto:bqs@bayquartershores.onmicrosoft.com) .....  
 Hand deliver to Steve Jackson.....  
 Or place in clubhouse office drop box.

**BAY QUARTER SHORES HUNTING WAIVER AND RELEASE OF LIABILITY FORM**

**I HEREBY ASSUME ALL OF THE RISK OF PARTICIPATION IN HUNTING and/or THE USE OF A TREE STAND** including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the holders of the activity in which I may participate, and that it will govern my actions and responsibilities during said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) **I WAIVE, RELEASE, .AND DISCHARGE** from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, 'IHE FOLLOWJNG ENTITIES OR PERSONS: The Bay Quarter Shores Property Association (BQS POA) and/or their directors, officers, employees, volunteers, representatives, and agents;
- (B) **IMDEMNIFY, HOLD HARMLESS. AND PROMISE NOT TO SUE** the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that BQS HOA and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve the use of firearms, archery equipment and tree stands. It carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, and actions of other people including, but not limited to the participants. These risks are not only inherent to participants, but are also present for BQS POA members/guests.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. (See attached Virginia Code § 2?.1-509)

**I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CON1RACT AND I SIGN IT OF MY OWN FREE WILL.**

All participants must be properly licensed by the State of Virginia and carry the BQS POA issued identification card on their person. All vehicles must be parked in the Hunting Parking Area on Presley Creek Dr. only and must clearly display the issued car tag on the dash.

Non-compliance with the rules that govern the BQS HOA Hunting Area will result in loss of the privilege to use it.

I acknowledge the receipt of the rules that govern the use of the BQS HOA Hunting Area and agree to abide by them.

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Member or Guest Signature Date

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Parent or Guardian Signature If Under 18 Date

**Approved By:** \_\_\_\_\_  
Hunting Coordinator or Board Member