

## EXHIBIT A

### **HUNTING WAIVER AND RELEASE**

By signing this document, I acknowledge that I have been granted permission to enter upon certain property adjacent to Buck Mountain Creek (the "Property") owned by the Rivanna Water and Sewer Authority ("RWSA") as a guest, participant, agent, servant or employee of the Farmington Hunt Club ("FHC"), for the purpose of fox hunting on horseback and that I am not allowed to enter upon the Property for such purpose until this document is signed. In exchange for and in consideration of permission to enter the Property, on behalf of myself, my heirs, successors and assigns, I hereby release and forever discharge RWSA, its officers, directors, insurers, assigns, employees, agents and representatives from any and all injuries, damages, losses, claims, expenses, attorneys' fees and causes of action of any kind whatsoever, including, but not limited to, my own death or the death of any other, arising out of or in any way connected with my entry upon the Property.

I acknowledge that I am entering the Property at my own risk for the purpose of fox hunting and RWSA has not made any warranty or representation regarding the safety or condition of the Property. I also recognize that dangerous conditions exist or may in the future exist on the Property. These conditions include, but are not limited to: the presence of other hunters and their use of firearms and other dangerous weapons; animals; motor vehicles; deep water; and the general condition of the Property. I expressly waive any rights I may have to be notified or warned of these or any other conditions, whether known or unknown, which now exist or may exist in the future on the Property. I assume all such dangers, risks and hazards to myself and my property.

I certify that I am at least 18 years of age and do not have the authority to assign the permission I have been granted. All persons entering the Property with me are required to sign a separate Hunting Waiver and Release on these same terms and conditions. If any person accompanies me without permission from RWSA or the FHC, that person shall be considered a trespasser, and I assume the sole responsibility and liability for the care and safety of any such person. I further certify that I have lawfully obtained, and am in possession of, any and all required licenses or permits required for fox hunting, and that no other type of hunting is permitted on the Property.

I agree to strictly comply with all laws and regulations, including the relevant hunting laws and regulations, of the United States, the Commonwealth of Virginia, and other governmental authorities applicable to hunting on the Property.

The permission I have been granted is revocable at any time, either verbally or in writing, by any RWSA or any authorized representative of RWSA. If permission is revoked, I will immediately leave the Property and will not re-enter the Property without permission. If I do not immediately leave, I will be considered a trespasser.

I will indemnify and hold harmless RWSA, its officers, directors, insurers, assigns, employees, agents and representatives, from and against any and all injuries, damages, losses, claims, expenses, fines, penalties, attorneys' fees and causes of action of any kind whatsoever, including, but not limited to, my own death or the death of any other, arising out of or in any way connected with my entry upon the Property or my acts or omissions on the Property, whether or not caused by RWSA's negligence or gross negligence. Neither I nor my heirs, successors and assigns will make any claim or institute any suit or action at law or in equity against RWSA by reason of the condition of the Property or any activities on the Property.

This document shall in all respects be interpreted, construed and governed by and in accordance with the laws of the Commonwealth of Virginia. If any portion of this document is deemed unenforceable, the unenforceable portion shall be deemed severed from the remaining portions of this document, which shall otherwise remain in full force and effect.

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND IT. ONE OF THE PURPOSES OF MY SIGNING THIS DOCUMENT IS TO RELEASE, WAIVE AND INDEMNIFY RWSA FROM AND AGAINST ANY AND ALL CLAIMS AS DESCRIBED ABOVE. I AM SIGNING THIS DOCUMENT VOLUNTARILY.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address:

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