



**Fredericksburg-Rappahannock Chapter
Izaak Walton League of America, Inc.**
An Internal Revenue Code Section 501(c)(3) charitable organization

Request for Use of the Chapter Premises 8/3/2021

All organizations desiring use of the premises of the Fredericksburg-Rappahannock Chapter of the Izaak Walton League of America, Inc. must make a formal request to an officer of the Chapter by completing this form. Important: No application will be considered without the applicant signing the included "PREMISES USE AGREEMENT and RELEASE OF LIABILITY" statement and initialed each page of the "Chapterhouse and Ground Rules"

The Chapter reserves the right to disallow any part or all of this application depending on the situation or circumstances attendant to the date for the proposed use.

Organization or group name: _____

Name of the Individual representing the organization or group: _____

Email address: _____@_____ Telephone number: () ____ - ____

Date(s) for planned use: _____

Description of the intended use of the premises:

- a. General description of use (include activities planned): _____
- b. How many people are to be involved? ____ children ____ adults
- c. How many vehicles anticipated? _____
- d. What facilities are desired for inclusion in the use agreement?
 ____ fishing ____ boating (no fueled propulsion) ____ picnic tables (number) ____ utilities (electric and water) _____ open ground reserved for tenting (specify location) ____ fire pit ____ hiking trail ____ chapterhouse ____ upper pavilion ____ Activity Center* ____ firearms range(s) * ____ archery ranges

* Ranges are not generally available by contract to other than Scouts and other fund raising events in the direct interest of the Chapter and will be subject to approval/ monitoring by the Range Safety Committee.

For Chapter use only:

Application received date: _____ Review date: _____

Approved for use. ____ Fully ____ Partially (disapproved facilities are "crossed out" above) ____ Disapproved for use in totality.

Signature of Event Coordinator: _____ Date _____

Date Returned to Applicant: _____



Fredericksburg-Rappahannock Chapter Izaak Walton League of America, Inc.

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PREMISES USE AGREEMENT and RELEASE from LIABILITY

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ between the Fredericksburg-Rappahannock Chapter of the Izaak Walton League of America, its officers, directors, members, agents, or representatives (hereinafter referred as “the Chapter” or “Releasees” dependent on context), and _____, an Individual or Individual representing an organization or group (hereinafter referred as either “Individual” or “I” as the person accepting the provisions of this Agreement) for the purpose of camping, cooking, hiking, fishing, shooting or any other activity conducted on the premises of the Chapter located at the intersection of Herndon Road and Kershaw Court, Spotsylvania County, Virginia (physical address 12400 Herndon Road, Spotsylvania, VA) on _____, time: _____

The Chapter is willing to permit Individual’s use of the Premises upon affirming intent to conform to the terms and conditions of this Agreement. Note that the premises are not available for any political town hall, fund raiser, campaign effort for any political party or public office (including sheriff).

The parties do agree as follows:

- 1. General Conditions of Use.** I am responsible for the proper use and care of any Chapter property. I will be liable for the replacement cost of any Chapter property which is damaged, destroyed or lost. Individual agrees to clean up or restore the Premises immediately after usage to the same condition provided to Individual prior to its use of the Premises. Costs may be assessed for clean up by the Chapter if my clean up is not satisfactory. I acknowledge I have inspected the Premises and that the Premises have the capacity and capability to accommodate the use contemplated under this Agreement. I will also be responsible for abiding by the Chapter’s Ground Rules for use of the Premises (attached and will be considered an element of this covenant when each page has been initialed by the Individual.) If I am found in violation of any local or state laws I accept that I will be requested and will comply with any official demand to vacate the property immediately.
- 2. Security.** Individual is solely responsible for the security of personal belongings and invitees on Chapter’s property.
- 3. Condition of Premises.** I acknowledge that the Chapter premises is a natural environment that might have unmitigated hazards associated with its natural or primitive surroundings, for example a pond with water that is deep; wildlife that are indigenous to Virginia such as fox, beaver, and poisonous snakes and other insects. There is an apiary on the property with active bee hives. Individual accepts the Premises “as is.” I shall assume all risk and responsibility for the actions of Individual on the Premises.

4. Insurance Coverage. I understand that the Chapter does not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. Individual shall have insurance coverage to cover the activities at this location and for the purpose of the Agreement. As such, I am aware that I should review my personal and my organization's insurance portfolio. Any insurance carried by Chapter shall be noncontributing. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY.

5. Indemnification. In consideration for receiving permission from the Chapter for use of the premises I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, the Releasees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me while participating in such activity, or while in, on or upon the premises where the activity is being conducted. I further AGREE TO INDEMNIFY AND HOLD HARMLESS the Releasees from any loss, liability, damage or costs, including court costs and attorney fees that they may incur due to my participation in said activity.

6. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named Releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Virginia.

7. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the elements of the foregoing Waiver of Liability and Hold Harmless Agreement and attached Chapterhouse and Ground Rules, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same. A violation of any of these requirements might result in the banning from future use of the premises by the organization I represent.

Entire Agreement/Amendments. The Agreement, as amended herein constitutes the entire agreement between the parties, and supersedes any prior understandings. This Agreement may be changed only by written amendments duly executed by the parties.

IN WITNESS WHEREOF,

For and on the behalf of Individual representing the organization or group:

Signature _____
Printed Name _____
Represented Organization or group _____ Date _____

For and on behalf of the Fredericksburg-Rappahannock Chapter of the Izaak Walton League of America, Inc. the Chapter official executes this Agreement upon receipt, review for completeness and acceptance as stipulated or amended herein:

Signature _____
Printed Name _____
Chapter Events Coordinator _____ Date _____

Applicant initial here to indicate having understood the rules ____



Izaak Walton League of America, Inc. Fredericksburg-Rappahannock Chapter

An Internal Revenue Code Section 501(c)(3) charitable organization

Chapterhouse, Activity Center and Ground Rules August 4, 2021

Our Izaak Walton League Pledge

"To strive for the purity of water, the clarity of air, and the wise stewardship of the land and its resources; to know the beauty and understanding of nature, and the value of wildlife, woodlands and open space; to the preservation of this heritage and to man's sharing in it. I pledge myself as a member of the Izaak Walton League of America."

Preamble: The Chapterhouse and grounds of the Fredericksburg-Rappahannock Chapter are resources that must be used and maintained with care so members in the future might experience the benefits of a human-made Chapterhouse and supporting infrastructure that is in natural harmony with the open areas of the 123-acre property owned by the organization to include streams, pond, grassy areas, roads and trails, and wooded areas. In short, we must apply the ideals of the Izaak Walton League to what we own as an organization and expect our guests and authorized users to conform to our ideals.

To accomplish this, a set of requirements is established. Compliance is required; any exceptions or deviations must be in writing.

Requirements:

- I. Permitted Use by Organizations/Groups. Each organization or group seeking to use the Chapter facilities must:**
 - a. Obtain permission and seek a reservation for use from the chapter's Events Coordinator.
 - b. Designate an individual who will describe the nature and extent of the intended use of the property and complete and sign this Premises Use Agreement well in advance of desired use.
 - c. Obtain a coded gate entry card in order to properly open the gates for entry and exit when using the property. The cardholder will allow only authorized individuals access as described in the intended use of the property.

d. Provide evidence of insurance as requested by the Events Coordinator.

II. Access to the property

- a. No Member will allow any nonmember the use of his or her All-in-One membership card to gain access to the Chapter property. Any member who allows such use of the access card will be requested to appear before the Board of Directors in accordance with ARTICLE I SECTION 5 of the Chapter Bylaws.
- b. Any member who brings a guest or a group must remain with their guest(s) until guest(s) leave the Chapter grounds.
- c. Any member who brings a guest to shoot on the Chapter ranges shall limit the number of guests to two per day and a total of three visits per guest. The member must sign the guests names into the registry in the kiosk provided for that purpose at the left of the entrance upon entering the gates to the property.
- d. Any member or authorized user using the Chapterhouse or Grounds will be held accountable for any damage to building and grounds.
- e. All Members (and their guests) and authorized users are responsible for their conduct and will behave in a manner that will be in compliance with all rules and will act in a way that will not embarrass the Chapter. Any violation reported by a fellow member will be required in a verbal or written statement to the Board of Directors. The violator (Member responsible for a guest or an individual responsible for an authorized use) will be summoned to appear before the Board of Directors in accordance with ARTICLE I SECTION 5 of the chapter Bylaws.

III. The Chapterhouse and Activity Center

- a. The Chapterhouse and Activity Center are not to be used unless expressly authorized.
- b. Bunking is never allowed in either facility.
- c. The rest rooms will be operable weather permitting. Please practice water conservation as best you can. The PortaPotty is operational and not locked. Please leave it as clean as it is found.

IV. The Grounds

- a. When the grass is wet and muddy do not drive or park on the yard! The ground is soft and ruts are created.
- b. NO hunting of wildlife is allowed on Chapter property.
- c. Both two-wheeled and four-wheeled off-road vehicles (commonly known as dirt bikes, all terrain vehicles (ATV's) or four wheelers) must be authorized and use will be confined to the prepared road surfaces.
- d. Fireworks are prohibited.
- e. Owners will not allow their dog(s) to run freely and will remove any animal waste from the grounds using a plastic waste bag made for the purpose.
- f. No user will cross over to the property outside of the vehicle access road, that is, to the side where ranges are located.

- g. On designated work party days (usually the first Saturday of each month), the buildings, pavilion, and ranges will be closed except for related or separately authorized use.
- h. All trash when found on the grounds even if not yours will be retrieved and discarded in a trash receptacle.
- i. Range debris such as targets, cartridge boxes, wooden target stands and spent brass will be retrieved from the ranges. Only spent brass will be deposited in the pails provided at the firing line. All other debris and trash such as food/drink containers will be removed from the chapter premises

V. Alcoholic Beverages

- a. Alcoholic beverages may be consumed in moderation when expressly permitted for a special event such as a wedding or a reunion and for an event where sales are permitted, viz. a wine festival. When alcohol is permitted for sale, all events shall secure necessary government permits and will be subject to Virginia alcoholic beverage control laws. Otherwise the sale, open use, abuse, exposure to minors or public intoxication is forbidden.

VI. Open Fires

- a. No fires are allowed on grounds except in designated fire pit areas.
- b. Fires will be kept small and under control at all times.
- c. Cooking grills are permitted at or near the pavilions following appropriate safety requirements.
- d. In no circumstances will any fire be allowed in the wooded area or within 10 feet of a tree line.

VII. Upper Pavilion and Activity Center

- a. Clean the pavilion and Activity Center after your use.
- b. The utilities (electric and water) will not be used unless authorized in the use permit.
- c. Place all trash in receptacles provided.
- d. Use liners and when finished remove all your bagged trash from the premises. We do not have a trash service.
- e. Dump ashes from cooking grills after the ashes have cooled.
- f. Return picnic tables to their original location when finished.

VIII. Firearms

- a. Organizations and groups will not generally be permitted to bring firearms on the property unless range usage pre-approved.
- b. If approved all firearms must be legal in all attributes of design/construction and the possession and handling must conform to all state and federal laws. Under no circumstances are automatic firearms allowed on the premises even if legally owned.

- c. If range use is approved, range users will be supplied a copy of our range rules (available also for downloading from web site) and will be subject to any other requirements determined by the Range Safety Committee. When firearms are allowed, all firearms will be handled in accordance with the established Chapter Range Rules and as stated in the laws of the State of Virginia.
- d. Chapter property behind or beyond the range berms (i.e., downrange of the firing lines) are off limits at all times except when ranges are closed. In general, activities will be segregated from the ranges. That is no activity will normally need access to the range side of the road through the Chapter. Permission from an official of the Chapter is required for use of the ranges and access downrange for any reason. No one will ever assume the ranges are closed even if the ranges are not occupied.

IX. Hiking Trails

- a. The walking trail encircles the pond area. Hikers will not stray to the outside of the trail especially where the trail parallels the archery range on the west side of the pond and the adjacent property on the south side of the pond. The property lines are close to the trail and if you stray a few feet off the trail you will be considered trespassers by the adjacent property owner.

X. Pond

- a. No one is allowed to swim in the pond.
- b. Trash shall not be thrown in the pond.
- c. Only watercraft with an electric motor or paddles are allowed. Internal combustion motors are disallowed on the pond.
- d. Fishing the pond must be authorized in the use permit. All state fishing laws apply and the Virginia Game and Inland Fisheries do have authority to check fishing on our pond. Anyone age 16 or over should possess a valid Virginia Fishing License. Adults are considered to be fishing if they hold the rod for a younger person.
- e. Activities on the sloped side of the dam (the side facing the range road and range 3) are prohibited.

XI. Minor Children

- a. Children under the age of 18 will be accompanied by a parent, legal guardian or custodian that shall monitor and control the activities of the child.
- b. In no instance will children 12 or younger be allowed to be outside direct control at any time.
- c. Children of age 13 or older will be allowed outside direct control if subscribing to a "buddy" system where there will always be two or more children of this age in a group.

XII. Notice of High Definition Camera Surveillance Use on Grounds

Applicant initial here to indicate having understood the rules ____

- a.** As part of the Chapter's security program, high-definition video camera surveillance is employed to monitor selected portions of the Chapter.
- b.** Two pan, tilt and zoom cameras survey the grounds from two locations. One location surveys the back lot of the grounds and the other surveys the entry gate and front lot. In addition, there is a fixed focus camera installed at ranges 1, 2, and 3 and the shotgun range to monitor each firing line.