Landowner Liability Protections for Allowing Hunters on Private Land in Georgia

A plain-language guide to the Georgia statutes that limit a landowner's civil liability when hunters are permitted on the property

The short version

Georgia law gives landowners two overlapping layers of protection when they let people hunt on their land:

- **Recreational Property Act (RPA), O.C.G.A. §§ 51-3-20 to 51-3-26.** An owner who lets the public use land for recreation, including hunting, without charge owes no duty to keep the land safe or to warn of dangers, and is liable only for a *willful or malicious* failure to guard or warn.
- **O.C.G.A. § 27-3-1(e).** Extends that same RPA protection to any owner, land lessee, or lessee of hunting/fishing rights who gives a person permission to hunt or fish, *with or without charge*. This is the key hunting-specific statute.

1. The Recreational Property Act (O.C.G.A. §§ 51-3-20 to 51-3-26)

Enacted in 1965, the RPA is Georgia's recreational use statute. Its stated purpose is to encourage owners to open land and water areas to the public for recreation by limiting the owners' liability toward people who enter for those purposes (§ 51-3-20). The Georgia Department of Natural Resources points to these sections as the core protection for landowners who allow hunting.

§ 51-3-21 — Who and what is covered

- **"Owner"** is defined broadly to include the fee owner, a tenant, a lessee, an occupant, or a person in control of the premises — so a hunting club or timber company lessee can qualify.
- **"Recreational purpose"** expressly includes hunting and fishing (along with swimming, boating, camping, hiking, nature study and similar uses). Georgia courts have confirmed hunting is a covered recreational purpose (*Lee v. Dep't of Natural Resources*, 263 Ga. App. 491 (2003)).
- **"Charge"** means the admission price or fee asked in return for invitation or permission to enter the land.

§ 51-3-22 — No duty to keep the premises safe or to warn

Except as provided in § 51-3-25, an owner owes no duty of care to keep the premises safe for entry or use by others for recreational purposes, and no duty to give any warning of a dangerous condition, use, structure, or activity on the premises to persons entering for recreational purposes.

§ 51-3-23 — Permission is not an assurance of safety

An owner who directly or indirectly invites or permits any person to use the property for recreation without charge does not thereby:

- extend any assurance that the premises are safe for any purpose;
- confer on that person the legal status of an invitee or licensee to whom a duty of care is owed; or

- assume responsibility for, or incur liability for, injury to person or property caused by an act or omission of such persons.

The third point matters for hunting: it means the owner is not made responsible for the conduct of one hunter that injures another person or property.

§ 51-3-24 — Land leased to the State

Unless otherwise agreed in writing, §§ 51-3-22 and 51-3-23 apply to an owner whose land is leased to the State or a political subdivision for recreational purposes — relevant to owners who lease land to DNR for a Wildlife Management Area or similar public hunting program. Under § 51-3-25, lease payments from the State are not treated as a "charge."

§ 51-3-25 — The two exceptions

The RPA does not limit liability that otherwise exists:

- **(1)** for a **willful or malicious failure to guard or warn** against a dangerous condition, use, structure, or activity; or
- **(2)** on a date when the owner **charges** any individual who lawfully enters the land for recreational use and someone is injured in connection with the recreational use for which the charge was made (State lease payments excepted).

§ 51-3-26 — No new duties; hunters remain responsible

The RPA does not create any new duty of care or ground of liability, and it does not relieve a person using another's land for recreation from the obligation to exercise care in that use or from the legal consequences of failing to do so.

2. The Hunting-Specific Extension: O.C.G.A. § 27-3-1(e)

Standing alone, the RPA has two gaps for hunting landowners: it is aimed at land opened to the *public*, and it is lost when a fee is charged. Georgia's game-and-fish code closes much of that gap. O.C.G.A. § 27-3-1(e) provides:

> *"Any owner of land, lessee of land, or lessee of the game or fishing rights to land who gives permission to another person to hunt, fish, or take wildlife upon the land with or without charge shall be entitled to the same protection from civil liability provided by Article 2 of Chapter 3 of Title 51 for landowners who allow the public to use their land for recreational purposes without charge."*

What this means in practice:

- An owner who gives an individual hunter, a friend, or a hunting club permission to hunt receives RPA-level protection — even if the land is not open to the general public.
- The words **"with or without charge"** mean RPA protection can extend to paid hunting leases. Commentators have noted that a carefully drafted hunting lease can therefore carry RPA immunity even where the lessee pays rent.
- The protection reaches not only fee owners but also **lessees of land** and **lessees of the game rights** — so a hunting club that subleases or grants guest permission is also covered.
- The protection is the *same* as the RPA's, so the RPA's willful-or-malicious exception still applies.

Related: permission requirements in § 27-3-1(a)–(b)

Subsection (a) makes it unlawful to hunt on another's land, or enter it in pursuit of wildlife, without first obtaining permission from the landowner, the lessee, or the lessee of the game rights (family members of those parties are excepted). Under subsection (b), if the land is posted and the owner or lessee has informed a law enforcement agency that permission must be in writing, permission must be written and carried on the hunter's person. Violations are misdemeanors with a minimum fine of $975 for a first offense, rising for repeat offenses (§ 27-3-1(c)). Because the liability protection in subsection (e) is triggered by *giving permission*, written permission is also the best way to document that the protection applies.

3. Where the Protections Stop

- **Willful or malicious failure to guard or warn (§ 51-3-25(1)).** Georgia courts apply a demanding test: the owner must have *actual* (not merely constructive) knowledge that the land is being used for recreation and that a condition exists involving an unreasonable risk of death or serious bodily harm, that the condition is not apparent to users, and the owner must have chosen not to guard or warn in disregard of the likely consequences (*Cedeno v. Lockwood, Inc.*, 250 Ga. 799 (1983)). A danger that is open and obvious generally is not a willful failure to warn (*Georgia Marble Co. v. Warren*, 183 Ga. App. 866 (1987)).
- **Known hazards you created or maintain.** A deteriorating tree stand, a hidden well or open pit, or a known unsafe bridge the owner is aware of are the type of facts plaintiffs use to argue the willful exception. Repair, remove, or clearly warn.
- **Business invitations.** The Georgia Supreme Court looks at the true scope and nature of the owner's invitation. Where the public is invited to further the owner's business interests (for example, selling goods or services), the RPA may not apply. Commercial outfitting or guided-hunt operations should get specific legal advice.
- **Casual social guests.** Courts have said the RPA was not intended for the "friendly neighbor" scenario (e.g., a private pool shared with friends). For hunting, § 27-3-1(e) — which covers anyone given permission to hunt — is the more reliable shield.
- **Land closed to the public.** The RPA alone has been held not to apply where use was expressly denied by "keep out" signs (*Georgia Power Co. v. McGruder*, 229 Ga. 811 (1972)). Owners of posted land who grant individual permission should rely on § 27-3-1(e) and document the permission in writing.
- **The hunter's own duty.** Under § 51-3-26, hunters remain liable for their own negligence toward others.

4. Practical Steps to Preserve Your Protection

- ☐ Give permission **in writing**, naming the hunter(s), the property, and the dates or season. If your land is posted, notify local law enforcement that written permission is required (§ 27-3-1(b)).
- ☐ Use a written **hunting lease** that requires the lessee to obtain liability insurance naming you as an additional insured, to indemnify you, and to have all members and guests sign written releases of liability.

- ☐ Inspect for and address **known hazards** — especially permanent stands, ladders, blinds, bridges, wells, and old structures. Warn in writing of any hazard you cannot fix.
- ☐ Do not make promises that the property is safe, and avoid turning access into a commercial invitation unless you have structured it with counsel.
- ☐ Confirm with your insurance agent that your farm, timber, or landowner liability policy covers recreational and hunting use.
- ☐ Keep signed permission forms, releases, and leases on file for several years after each season.

5. Quick Reference

Statute	Applies when	Protection	Key limits
O.C.G.A. §§ 51-3-20 to -26 (RPA)	Land made available for recreation, including hunting, without charge	No duty to keep safe or warn; users are not invitees or licensees; no liability for users' acts	Willful/malicious failure to guard or warn; lost on days a charge is made
O.C.G.A. § 27-3-1(e)	Owner, land lessee, or game-rights lessee gives permission to hunt, fish, or take wildlife — with or without charge	Same civil-liability protection as the RPA	Same willful/malicious exception as the RPA
O.C.G.A. § 51-3-24	Land leased to the State or a subdivision for recreation	RPA §§ 22–23 apply unless agreed otherwise; lease payments are not a "charge"	Can be modified by written agreement

Sources

- O.C.G.A. § 27-3-1 (2025 Code, as amended eff. July 1, 2026) — law.justia.com/codes/georgia/title-27/chapter-3/article-1/part-1/section-27-3-1
- O.C.G.A. §§ 51-3-20 to 51-3-26 — National Agricultural Law Center, *States' Recreational Use Statutes: Georgia*; law.justia.com (Title 51, Ch. 3, Art. 2) with annotations
- Georgia DNR Wildlife Resources Division, Landowner Liability & Hunting — georgiawildlife.com/landowners
- Hall Booth Smith, P.C., *Hunting and Fishing Leases: How Georgia Law Protects Landowners* (2018)
- UGA River Basin Center, *Questions on Potential Landowner Liability for Recreational Use in Georgia* (updated 2009)

Disclaimer. This document is for general informational purposes only and is not legal advice. Statutes and court interpretations change, and how these protections apply depends on the specific facts. Landowners should consult a Georgia-licensed attorney before relying on these protections, drafting a hunting lease, or preparing release forms. Statutory text quoted here should be verified against the current Official Code of Georgia Annotated.