

**ACKNOWLEDGEMENT OF SERVICE AS VOLUNTEER  
AND RELEASE OF LIABILITY**

I, \_\_\_\_\_, of \_\_\_\_\_, Peterborough, County of Hillsborough, New Hampshire (hereafter referred to as "Volunteer"), hereby state, acknowledge, agree, and covenant to the following:

1. I am a resident at Long Hill Estates at Peterborough, A Condominium, located in Peterborough, County of Hillsborough, New Hampshire (the "Condominium").

2. I am signing this Acknowledgement of Service as Volunteer and Release of Liability (hereafter referred to as the "Release" or this "Release") of my own free will and volition, free of duress, and for the purposes set forth herein. I expressly state and acknowledge that I have carefully read this Release, and completely understand and agree to all terms and provisions hereof. I further state and acknowledge that I have consulted with my legal advisor or counsel, or had the opportunity to consult with my legal advisor or counsel, as to the terms and provisions of this Release prior to the time I signed this Release.

3. I desire and agree to serve, from time to time and as may be convenient for me, as a volunteer for the Unit Owners' Association of Long Hill Estates at Peterborough, A Condominium (the "Association"), including as a volunteer as defined and/or referenced in and by N.H. RSA 281-A:2, VII (8) (b), for which I will receive no remuneration or no significant remuneration. For purposes of this Release, the Association shall be defined to include its constituent members, as well as its directors, officers and agents. In my capacity as a volunteer for the Association, I will or may perform services and/or undertake tasks related to the Association and/or the Condominium including, but not necessarily limited to, brush clearing, wood cutting, **(others that we can specifically identify?)**, etc. as requested by the Association's Board of Directors (the "Board"). In performing such services or tasks, I agree to follow the Board's instructions with respect to the general desires of the Board as to the outcome of the volunteer service or task to be performed by me. However, I acknowledge and agree that I will control, manage and direct all other aspects of the performance of my volunteer services and tasks for and on behalf of the Association including, without limitation, the times and hours that I perform my volunteer tasks or services, the tools or equipment I use with respect to such tasks or services, the means and manner of delivery or performance of such tasks and services, etc.

4. In my capacity as a volunteer for the Association, I agree and acknowledge that I will not be paid money or provided any other form of compensation or other benefits by the Association, and that the Association will not pay any payroll or related taxes on my behalf given that I am only a volunteer for and of the Association. I expressly acknowledge and agree that I am not an employee of the Association, and that I am neither a partner nor joint venturer of or with the Association. I further acknowledge and agree that I will be provided no insurance benefits or coverage by the Association with respect to performance of my volunteer tasks for the Association, unless the Association maintains such insurance as determine in the sole discretion of the Board. Nothing herein shall be construed to require the Association to provide

insurance coverage to me with respect to performance of my volunteer tasks or services on behalf of the Association.

5. Notwithstanding Paragraph 4 above, I acknowledge and agree that I may be reimbursed by the Association for my out of pocket expenses associated with volunteer tasks or services I perform on behalf of the Association. By way of example only, and under appropriate circumstances, such expenses might include reimbursement for fuel costs or similar items. Nothing herein shall be construed to require the Association to reimburse me for any expense I incur with respect to performance of my volunteer services or tasks on behalf of the Association. All requests for reimbursement of expenses made by me shall be made in the first instance to the Board prior to the time I begin performance of my volunteer tasks or services on behalf of the Association, with final request for reimbursement being made to the Board upon conclusion of my volunteer tasks or services. Furthermore, from time to time it may be possible that I will be permitted by the Board to remove and/or retain certain materials or items related to the performance of my volunteer tasks or services on behalf of the Association. By way of example only, such materials or items might include cut wood to be used by me for firewood. I expressly acknowledge and agree that any materials or items to be removed and/or retained by me in this fashion shall not constitute compensation or payment, including in-kind compensation or payment, for my volunteer services or tasks on behalf of the Association.

6. I hereby waive, release, discharge, and covenant not to bring, any claim, action, suit or proceeding against the Association, its members, agents, directors, officers, successors or assigns, and each of them (all of whom shall be referred to herein collectively as the "Releasees"), related to, or resulting or arising from, in whole or in part, my volunteer services or tasks on behalf of the Association and the performance thereof, and I hereby release and discharge the Releasees from ALL LIABILITY to me and those acting on or through my behalf for any and all: bodily injury; property damage or loss; death; permanent or temporary disability, injury or impairment; loss of use; lost wages and lost future earning capacity; and all other losses, injuries and damages, suffered by me which are related to, or result or arise from, in whole or in part, the performance of my volunteer services or tasks on behalf of the Association, whether caused by or resulting from the fault, action, omission or negligence of the Releasees, or otherwise caused.

7. I hereby agree to indemnify Releasees, to defend them, and to hold them safe and harmless, from and against all claims, actions, losses, costs and damages which it or they may incur due to the performance of my volunteer services or tasks on behalf of the Association, whether such claims, actions, losses, costs and damages result from the negligence or other fault of myself or the Releasees, or from other causes. Notwithstanding my obligation to indemnify as set forth herein, Releasees shall have the right to retain and direct their own legal counsel with respect to any claim, action or proceeding for which I am obligated to indemnify the Association, and in such case, I agree to reimburse the Releasees for its or their costs of retaining or employing its or their own legal counsel as part of my indemnification obligations hereunder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_, Volunteer  
(print name)