

VOLUNTEER SERVICE STATEMENT & RELEASE AND INDEMNITY AGREEMENT

This Volunteer Service Statement & Release and Indemnity Agreement ("Agreement") is made this _____ day of _____, 20____ by and between:

Volunteer Name: _____ ("Volunteer"),
and the Town of Gilmanton, a New Hampshire municipal corporation, with a principal place of business at 503 Province Road, Gilmanton, New Hampshire 03237 ("Town").

I. SCOPE OF WORK

Volunteer enters into this Agreement in order to provide, and to be authorized to perform, the following uncompensated services to Volunteer's community:

Cemetery and Gravestone Cleaning and Maintenance

under the direction of: Gilmanton Cemetery Trustees (the "Volunteer Services").

between Time Period: _____ through Conclusion of Services
mm/dd/yy

II. COVENANTS OF VOLUNTEER

In performing the specified Volunteer Services, Volunteer acknowledges the following.

- A. Volunteer is eighteen (18) years of age or older and knows of no reason, medical or otherwise, which would prevent Volunteer from performing the tasks required.
- B. Volunteer has acquainted himself/herself with what is required to perform those tasks, and represents that Volunteer has the skill and ability to perform them.
- C. Volunteer has reviewed and understands the provisions and expectations set forth in the Town of Gilmanton Volunteer Policy.
- D. **Indemnification** - Volunteer assumes full responsibility for Volunteer's own safety and the safety of others who might be affected by Volunteer's actions or omissions. Volunteer hereby agrees to release, defend, indemnify and hold harmless Town, and Town's agents, employees, and officers, from any and all claims, including, without limitation, claims of illness, bodily injury, personal injury (including death), or real or personal property damage, occurring to Volunteer or to others, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses, including attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees, and expert fees arising directly or indirectly from Volunteer's negligent, reckless, wanton or intentional conduct in connection with the Volunteer Services. No provision of this indemnity

shall be waived or released except by the express written statement by the party against whom such waiver would be asserted. Except where specifically referring by name to this Indemnity or to any provision therein, no written waiver or release between the parties, whether contained in this Agreement or otherwise, shall affect the liabilities and responsibilities under this Indemnity, or the rights of the parties' assigns and insurers to seek enforcement or compensation therefor.

E. **Release** - Volunteer hereby waives his/her right to recover from Town, and forever releases and discharges Town from any and all damages, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, including, without limitation, attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Volunteer Services, except as caused by the misconduct of the Town.

F. **Assumption of Risk** - Volunteer acknowledges on his/her own behalf and on behalf of his/her successors and assigns, that the Volunteer Services may expose Volunteer to certain risks, and that injuries or other harm could occur to Volunteer and third parties. Volunteer is voluntarily engaging in the Volunteer Services with knowledge of the risks, hazards, and other dangers involved. Volunteer hereby accepts any and all risks of injury to Volunteer arising out of or in any way connected with the Volunteer Services.

G. **Covenant Not to Sue** - Volunteer agrees not to file any suit or claim against the Town for any claim arising out of the Volunteer Services performed by the Volunteer on behalf of Town. If Volunteer violates this covenant not to sue, the parties agree that Volunteer hereby forever assigns and relinquishes any and all claims, damages and rights to relief that Volunteer has against the Town to the Town, to be exercised for the Town's benefit and at the Town's discretion.

H. Volunteer will perform the Volunteer Services in compliance with the standards and specifications established, or approved, by the Town, and will honor the direction of Town officials to suspend or terminate the Volunteer Services.

I. Volunteer agrees to the foregoing in consideration for being permitted to perform volunteer service for and on behalf of the Town.

III. MISCELLANEOUS PROVISIONS

A. **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

B. **Partial Invalidity** - In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

C. **Assignment** - This Agreement or any right hereunder shall not be assigned by either party without the written consent of the other party.

D. **Successors and Assigns** - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

E. **Titles and Headings** - Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

F. **Entire Agreement, Amendments and Waivers** - This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein. The parties hereto acknowledge that neither party makes any representations or warranties except for those representations and warranties specifically provided herein. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Agreement. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

The parties hereby execute this Volunteer Service Statement & Release and Indemnity Agreement as of the date first above written.

Volunteer Signature: _____

Volunteer Address: _____

Volunteer Telephone: _____

Town of Gilmanston, NH

By its Board of Selectmen

By:

Print Name: _____

Title: _____

Authorized Signature: _____

To be executed prior to issuing Volunteer Appointment Letter under RSA 508:17

Town of Gilmanton

VOLUNTEER APPOINTMENT LETTER

Dear: _____

You are hereby recognized as a volunteer of the Town of Gilmanton ("Town") for the purpose of participating in the Volunteer Services (as defined in the Volunteer Service Statement & Release and Indemnity Agreement) scheduled between:

_____ through **Conclusion of Services**
Month/Day/Year Month/Day/Year

Your tenure as a volunteer will continue until your resignation or until your termination by the Town or the end of the Volunteer Services, whichever comes first. The purpose of this letter is to comply with the provisions of RSA 508:17, the volunteer immunity law, as that law may be amended from time to time.

Thank you for your service.

Town of Gilmanton, NH By its Board of Selectmen

By:

Print Name: _____

Title: _____

Authorized Signature: _____