



Town of Milton, NH **Volunteer Services Form**

Statement of Agreement on terms and conditions of Volunteer Service Obligations to the Town of Milton

Date: _____

I, _____ make this statement and agreement in order to provide and be authorized to provide uncompensated volunteer services on behalf of the Town for the following project:

Project name: _____

I acknowledge, understand, and agree to the following:

- That I am 18 years of age or older.
- If I am under the age of 18, I am required to have a parent or guardian's signature on this form allowing me to volunteer.
- I know of no reason, medical or otherwise, which would prevent me from performing the tasks required.
- I assume full responsibility for my own safety and the safety of others who might be affected by my actions or omissions.
- I hereby agree to release, defend, indemnify and hold harmless the Town of Milton, its agents, employees, and offices, from any and all claims of illness, bodily injury, personal injury, or property damage, occurring to me or to others, arising from my negligent, reckless, wanton, or intentional conduct while participating in this activity.
- I will not violate RSA 508:17, the volunteer immunity law. I will act in good faith and comply with all requirements of RSA 508:17.
- That I have acquainted myself with what is required to perform tasks, and represent that I have the skill and ability to perform them.
- That I will perform my volunteer service in compliance with the standards and specifications established or approved by the Town/Designee/Project Supervisor.
- That I will work cooperatively and agreeably to support the goals, schedules, and tasks of the project as directed by the Town/Designee/Project Supervisor.
- I agree to work in full and cooperative compliance to the goals of the project and to the task standards and specifications approved by the Town, and to protect,

defend, and hold the Town harmless against damages or injuries to myself or the Town arising from my own conduct.

- That I will not accept or attempt tasks beyond my skills, abilities, or personal limits.
- That the Town/Designee/Project Supervisor may deny this application, or require other materials prior to making any decision, as it sees fit.
- That I will honor the direction of the Town/Designee/Project Supervisor to suspend or terminate service.
- This agreement may be terminated by the Town/Designee/Project Supervisor, at any time with or without cause.
- Upon termination, project end, or other ways, I agree to return all property that is not mine, to the Town/Designee/Project Supervisor.

Volunteer Signature: _____

Volunteer Printed Name: _____

Address: _____

Telephone #'s. Email: _____

Voluntary statement of particular health information (bee sting, allergy, etc.) _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Emergency Contact Address: _____

APPROVAL

You are hereby recognized and approved as an uncompensated Volunteer for the project listed above. Your tenure as a Volunteer will continue until your resignation or termination by the Town/Designee/Project Supervisor, or the end of the project, whichever comes first.

We thank you for your offer of time and services, and look forward to a productive relationship.

Date: _____

Town/Designee/Project Supervisor Signature: _____

Town/Designee/Project Supervisor Printed Name: _____

TITLE LII
ACTIONS, PROCESS, AND SERVICE OF PROCESS

CHAPTER 508
LIMITATION OF ACTIONS

Section 508:17

508:17 Volunteers; Nonprofit Organizations; Liability Limited. –

I. Any person who is a volunteer of a nonprofit organization or government entity shall be immune from civil liability in any action brought on the basis of any act or omission resulting in damage or injury to any person if:

(a) The nonprofit organization or government entity has a record indicating that the person claiming to be a volunteer is a volunteer for such organization or entity; and

(b) The volunteer was acting in good faith and within the scope of his official functions and duties with the organization; and

(c) The damage or injury was not caused by willful, wanton, or grossly negligent misconduct by the volunteer.

I-a. [Repealed.]

II. Liability of a nonprofit organization for damage or injury sustained by any one person in actions brought against the organization alleging negligence on the part of an organization volunteer is limited to \$250,000. Such limit applies in the aggregate to any and all actions to recover for damage or injury sustained by one person in a single incident or occurrence. Liability of a nonprofit organization for damage or injury sustained by any number of persons in a single incident or occurrence involving negligence on the part of an organization volunteer is limited to \$1,000,000.

III. Nothing in this section shall be construed to affect any civil action brought by any nonprofit organization against any volunteer of such organization.

IV. Volunteer activity related to transportation or to care of the organization's premises shall be excepted from the provisions of paragraph I of this section.

V. In this section:

(a) "Damage or injury" includes physical, nonphysical, economic and noneconomic damage and property damage.

(b) "Nonprofit organization" shall include, but not be limited to, a not for profit organization, corporation, community chest, fund or foundation organized and operated exclusively for religious, cultural, charitable, scientific, recreational, literary, agricultural, or educational purposes, or to foster amateur competition in a sport formally recognized by the National Collegiate Athletic Association, and an organization exempt from taxation under section 501(c) of the Internal Revenue Code of 1986 organized or incorporated in this state or having a principal place of business in this state.

(c) "Volunteer" means an individual performing services for a nonprofit organization or government entity who does not receive compensation, other than reimbursement for expenses actually incurred for such services. In the case of volunteer athletic coaches or sports officials, such volunteers shall possess proper certification or validation of competence in the rules, procedures, practices, and programs of the athletic activity. **Source.** 1988, 280:1. 1990, 116:1-3. 1998, 255:1, 2, eff. Jan. 1, 1999.