

Date: \_\_\_\_\_

### MEMBERSHIP AGREEMENT

\_\_\_\_\_  
Member, Parent or Guardian

\_\_\_\_\_  
Member, Parent or Guardian (spouse)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone e-mail address

FOR FAMILY MEMBERSHIP. My (our) children under the age of 18:

Name	Age	Name	Age
_____	_____	_____	_____
_____	_____	_____	_____

DONATION  
 2023-2024 INDIVIDUAL....\$25.00  
 2023-2024 FAMILY..... \$60.00  
 LIFETIME FAMILY .....\$500.00

ANY OTHER GREATLY  
 APPRECIATED  
 DONATION ..... \$

**RED HILL OUTING CLUB**  
**P.O.BOX 401**  
**MOULTONBORO, N.H. 03254**

**Venmo @redhillskiclub**  
**Red Hill Outing Club**

**MEMBERS AS VOLUNTEERS.** NHRSA § 508:17(I) (effective January 1, 1999) provides that: "Any person who is a volunteer of a nonprofit organization ... 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 ... has a record indicating that the person claiming to be a volunteer is a volunteer for such organization ...; 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." As members, we agree that we are also volunteers, who may from time to time perform services for Red Hill Outing Club without compensation, other than reimbursement for expenses actually incurred for such services. This membership agreement, either separately or together with any other records that Red Hill Outing Club may designate, shall constitute the required records indicating that I am (we are) volunteers as required by statute.

**RECEIPT OF BY-LAWS.** I (we) acknowledge that I (we) have been provided with a copy of the By-laws of Red Hill Outing Club and have carefully read such By-Laws, which include the following provision: "The Red Hill Outing Club shall be excepted from the requirement of liability insurance in the operation of a rope tow pursuant to NHRSA 225-A:25, II & III. Each member shall be provided with a copy of the By-laws. Use of the rope tow is restricted to members of Red Hill Outing Club." By signing this agreement I (we) acknowledge that I, (we) have carefully read and understand the Red Hill Outing Club By-laws and am (are) aware that the Red Hill Outing Club is operating under N.H. RSA-225-A:25 II exempting us (Red Hill Outing Club and its members) from the requirement of liability insurance.

**RELEASE OF LIABILITY.** I (we) expressly acknowledge that skiing in its various forms, skating, tobogganing, snow-tubing, sledding in its various forms, hiking and other outdoor activities and the use of any facilities and equipment relating thereto, is inherently hazardous and involves the risk of serious injury, death, and/or property damage. I (We) understand and acknowledge that certain statutes of the State of New Hampshire provide for the limitation and/or exclusion from liability of the Red Hill Outing Club, its directors, officers, agents, volunteers & members on account of injury, death, and/or property damage. **FURTHER, ON BEHALF OF MEMBERS OF MY (OUR) FAMILY AND MYSELF (OURSELVES), I (WE) EXPRESSLY AND UNCONDITIONALLY RELEASE RED HILL OUTING CLUB, ITS DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS & MEMBERS FROM ALL LIABILITY, CLAIM OR DEMAND ON ACCOUNT OF INJURY, DEATH, and/or PROPERTY DAMAGE, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE.** I (We) assume full responsibility for and risk of bodily injury, death and/or property damage due to negligence or otherwise.

I (we) have carefully read, understand and, in consideration of becoming a member, agree to the foregoing.

Signature of Member(s), Parent(s) or Guardian(s):

1. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Signatures required of all adult members and parent or legal guardian of all children listed above.**

**BY-LAWS of the Red Hill Outing Club, as amended 11/6/1999.**

1. The purpose of the organization is to further the interests and development of year round sports such as skiing, skating, tobogganing, hiking etc.. The organization shall be incorporated as a non-profit corporation under the name of "Red Hill Outing Club."
2. Membership shall consist of property owners and residents of Moultonboro and any other members approved by the Board of Directors in any given year.
3. Membership dues shall be determined by the Board of Directors in any given year. The Board of Directors may from time to time establish different categories of membership, membership conditions and dues structures.
4. The Annual Members Meeting will be held each year on a date chosen by the Board of Directors. Special member meetings for any purpose or purposes, described in the meeting notice, may be called by the President, or by the Board of Directors or by a Vice President.
5. The officers shall consist of President, Vice President, Secretary, and Treasurer. Officers shall also be Directors. The Board of Directors shall consist of the four officers and at least one but no more than five other members. At least five of the Directors shall not be of the same immediate family or related by blood or marriage. Officers and Directors shall be elected by voting members at the Annual Meeting. A member may be appointed by the Board of Directors to fill a vacancy in an officer position or director position until the next Annual meeting. The Directors shall meet at such times and places as may be determined by the Directors.
6. Duties of Officers.

The President shall be the chief executive officer and shall preside at all meetings of the members and of the Board of Directors. The President shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to sign all written contracts.

The Vice President shall act as advisor to the President and shall act as President when the President is absent.

The Secretary shall keep minutes of meetings, provide for notice of all meetings and handle all correspondence from organizations to the members and to any other organization.

The Treasurer shall keep a record of all bills and accounts and shall pay such bills as the President directs. Accounts shall be maintained by the Treasurer in financial institutions designated by the Board of Directors.
7. Notices of all member meetings shall be given at least one week in advance and state the time and place thereof and the objects or purposes for which the meeting is called. Notice shall be given by causing such meeting to be mentioned in an article or by a separate article or notice appearing in a daily or weekly newspaper generally available in Moultonboro, New Hampshire or by mail to each member. Any such notice shall be deemed waived by any member who expressly waives the same in writing or who is present in person or by proxy at any such meeting. Any changes, amendments, or additions to the by-laws shall be made available to members one week ahead of a meeting.
8. All members, 18 years of age and older, with fully paid dues shall be considered to be a voting member. Changes to the by-laws shall be decided by a 2/3 majority of voting members present or represented by proxy at a meeting. Other matters, including election of officers and directors shall be made by a simple majority of voting members present or represented by proxy at a meeting.
9. The Red Hill Outing Club shall be excepted from the requirement of liability insurance in the operation of a rope tow pursuant to NHRSA 225-A:25,II & III. Each member shall be provided with a copy of the By-laws. Use of the rope tow is restricted to members of Red Hill Outing Club.
10. Any Director, officer, or both shall not be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty, except with respect to:
  - (1) Any breach of the director's or officer's duty of loyalty to the corporation or its members.
  - (2) Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of the law.
  - (3) Any transaction from which a director, an officer, or both, derived an improper personal benefit.
11. Every Director and every Officer of the Red Hill Outing Club ("Official") shall be indemnified by the Red Hill Outing Club against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon the Official in connection with any proceeding in which the Official may be a party, or in which the Official may become involved by reason of his being or having been a Director or Officer, or with any settlement thereof, whether or not the Official is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Official is adjudged guilty of willful misfeasance or malfeasance in the performance of the Official's duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors has approved such settlement and reimbursement as being for the best interest of the Red Hill Outing Club. The foregoing right of indemnification shall be in addition to and not exclusive of all other, rights to which such Directors or Officers may be entitled.
12. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance hereof.

Secretary: Richard Buckler