

**SHAREHOLDER WAIVER HOLD HARMLESS AND INDEMNIFICATION
AGREEMENT IN FAVOR OF FIRE ISLAND PINES, INC.**

I, _____, am a shareholder in good standing and occupy unit # _____ of Fire Island Pines, Inc. Cooperative Corporation.

I request that the staff of Fire Island Pines, Inc. assist me, using the Motrec electric cart, to transport certain materials and/or personal property only from the ferry dock to my unit's walkway, or from my unit's walkway to the ferry dock, and I agree to pay all costs and expenses charged by Fire Island Pines, Inc. for such assistance. I authorize Fire Island Pines, Inc. to apply any unpaid cost or expense incurred as a result of my request herein to my rent obligations under the proprietary lease.

I understand that the use of the Motrec electric cart is a privilege only for shareholders in good standing, and Fire Island Pines, Inc. staff may take any and all actions in its sole discretion as it alone deems appropriate in connection with my request, including but not limited to refusing the requested assistance or interrupting the requested assistance at any time and for any reason or for no reason at all.

I own all materials and/or personal property that are to be transported, and am fully authorized to transport the materials and/or property. I hereby request and authorize the Fire Island Pines, Inc. staff assistance in the transport of materials and/or property subject to the terms of this waiver and indemnification agreement, and any other verbal or written terms imposed by Fire Island Pines, Inc. in connection with my request. The shareholder is solely responsible for loading or unloading the cart.

I understand and acknowledge that Fire Island Pines, Inc. is not obligated to provide me with assistance using the Motrec electric cart, and I accept and assume any and all risks associated with my request for assistance. I understand that due to my request for assistance using the Motrec electric cart certain materials or property may be damaged, lost or stolen, and I expressly waive any and all claims I may have for such damages. I also understand that there may be other damages arising from personal injury and I expressly waive any and all claims I may have for such damages. Under no circumstances and at no time will I be a driver or a passenger of the Motrec electric cart.

I hereby agree to indemnify and hold harmless Fire Island Pines, Inc. And its Board of Directors, officers, agents, employees, and representatives, for any claims, losses, or liability, including but not limited to damage to persons and/or property, arising out of my request for assistance using the Motrec electric cart.

SHAREHOLDER SIGNATURE

DATE