



Volunteer Application and Release and Waiver of Liability

Name of Volunteer:

Last

First

M.I.

Home Address:

Street

City,

State,

Zip

Home Phone: _____

Cell Phone: _____

E-mail Address _____

Name of Emergency Contact Person

Phone Number of Emergency Contact Person

Volunteer Position

Volunteer Supervisor

Description of Volunteer Activities (the "Volunteer Activities"): _____

Start Date:

End Date:

The Volunteer, without inducement or requirement, is hereby applying to participate in the Volunteer Activities sponsored by Anderson University (the "University").

Documents to be included with this Application:

- (1) Completed Representations and Warranties
- (2) Completed Background Check Form
- (3) Completed Release and Liability Waiver

All documents and information provided hereunder are collectively referred to as the "Volunteer Application."

Representations, Warranties and Acknowledgements of Volunteer

_____ Initials	1. I certify, represent, and warrant to the University that I am at least eighteen (18) years of age, that I do not suffer from any mental or physical condition which might impair my ability to understand the Volunteer Application, and that I have the full authority to enter into this Volunteer Application, specifically including the Release and Waiver of Liability.
_____ Initials	2. I certify, represent, and warrant to the University that no condition, conduct or history of mine would expose students, other volunteers, employees of the University, or others to the potential risk of harm or injury.
_____ Initials	3. I certify, represent, and warrant to the University that I will participate in the Volunteer Activities strictly as a volunteer, and I am participating in the Volunteer Activities without being under any contract for hire, express or implied, as either an employee or independent contractor. As a volunteer, I do not expect remuneration for the services provided. I understand and acknowledge that I will not be compensated for the Volunteer Activities.
_____ Initials	4. I certify, represent, and warrant to the University that I will not hold myself out as, or claim to be acting in the capacity of, an officer, employee, or servant of the University and will not make any claim, demand or application for any right or privilege which might be claimed, demanded or applied for by a person employed by the University, including, without limitation, workers' compensation, unemployment insurance, social security, salary, bonuses, retirement, or any like employment benefit under applicable law or custom.
_____ Initials	5. I acknowledge and understand that either the University or I may sever the relationship at any time for any reason and for no reason at all, without notice.
_____ Initials	6. I certify, represent, and warrant to the University that I do not suffer from any mental or physical condition or disability which might render my participation in the Volunteer Activities hazardous to myself.
_____ Initials	7. I certify, represent, and warrant to the University that I currently have sufficient health, disability, automobile, and life insurance as determined by me or my advisors to cover myself, as well as my beneficiaries, dependents, heirs, and assigns of in the event of any injury, disability, damage, or death which may result from the Volunteer Activities. Moreover, I fully assume any and all risk for any lapse in or insufficiency of coverage in said health, disability, automobile, and life insurance in the event of injury, disability, damage, or death resulting from the Volunteer Activities.
_____ Initials	8. If I suffer any injury in any way connected to the Volunteer Activities, if possible, I will immediately notify the University. I have been informed and I fully understand that any information given to me by anyone on behalf of the University regarding an injury or other malady is intended to be used in my sole discretion and is for informational purposes only. Such information is not medical advice, and I understand that I am encouraged to consult my own health care provider before using any such information, especially if I have allergies, takes any medications, or if I am being treated for any illness or condition. Should I decide to use all or any part of such information, this decision shall be entirely at my own risk. I authorize the University to seek and consent to receive medical treatment in the event of injury, accident or illness during the my participation in the Volunteer Activities, and I accept financial responsibility for all expenses related to such medical treatment as well as travel to receive medical treatment. Notwithstanding this paragraph, I understand and agree that the University has no obligation to provide or seek out any medical treatment for me.
_____ Initials	9. I understand and acknowledge that it is my responsibility not to exceed any guidelines that my health care provider has established or may establish for me. I understand and acknowledge that it is solely my responsibility to determine through consultation with my health care provider what my physical limitations are or may be and whether I should participate in the Volunteer Activities.

_____ Initials	10. I certify, represent, and warrant to the University that I will comply with all federal, state, and local laws and University policies and procedures, including maintaining strict confidentiality of any protected student, personnel, or other data. Failure to do so will result in the my disqualification as a volunteer.
_____ Initials	11. I certify, represent, and warrant to the University that should I intentionally, negligently or recklessly cause any damage to other volunteers or the University, including, without limitation, the facilities of the University, I agree to fully reimburse the University for any and all of said damages.
_____ Initials	12. I hereby certify, under the penalty of perjury, that all representations, warranties, and information provided in the Volunteer Application, including all attachments thereto, are true and correct.

I VERIFY THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS APPLICATION IN ITS ENTIRETY. I WARRANT AND CERTIFY ALL STATEMENTS MADE BY AND THROUGH THE APPLICATION ON MY BEHALF. I MAKE THESE WARRANTIES, CERTIFICATIONS AND STATEMENTS ON MY BEHALF FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME.

IN WITNESS WHEREOF:

Signature of Volunteer

Signature of Witness

Printed Name Volunteer

Printed Name of Witness:

Date

ACKNOWLEDGMENT AND AUTHORIZATION FOR BACKGROUND CHECK

I acknowledge receipt of the separate document entitled **DISCLOSURE REGARDING BACKGROUND INVESTIGATION** and **A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT** and certify that I have read and understand both of those documents. I hereby authorize the obtaining of “consumer reports” and/or “investigative consumer reports” by Anderson University (“Employer”) at any time after receipt of this authorization and throughout my employment, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by **Verified First, 1550 South Tech Lane, Suite 200, Meridian, Idaho 83642; Tel. # 1-888-670-9564; www.VerifiedFirst.com and/or Employer.** I agree that a facsimile (“fax”), electronic or photographic copy of this Authorization shall be as valid as the original.

In considering accepting volunteers, the University may request a background check. Volunteers generally are only required to have a general, national background check and/or a **SC State Law Enforcement Division** background check (“**SLED Background Check**”).

By signing this consent form, I understand and authorize the University to obtain and rely upon a general, national background check and/or a **SLED Background Check** in considering the me for volunteering. By signing this form I also understand the below disclosures must also be completed and submitted to the University. By signing this form, I also understand that if the results from the background check are not satisfactory to the University, my application will be reviewed and may be subject to termination.

I, _____, authorize all individuals, former employers, present employer(s), educational institutions, and law enforcement agencies to provide information they may have about me to Anderson University. I also release all of them from any liability or responsibility for providing such information.

PLEASE COMPLETE ALL FIELDS BELOW

Last Name		First Name		Middle Name <small>check box if no middle name</small> <input type="checkbox"/>	
Social Security Number* ###-##-####		Date of Birth* month/date/year		Email Address <small>required</small>	
Driver's License Number	Issuing State*	Former Names/Aliases <small>separate aliases with comma</small>			

CURRENT ADDRESS

Street		Apt/Unit	
City	State	Zip	

FORMER EMPLOYER

Company	City, State
Position	Dates of Employment

*This information will be used for background screening purposes only and will not be used as hiring criteria.

Applicant Signature

Date

DISCLOSURE REGARDING “INVESTIGATIVE CONSUMER REPORT” BACKGROUND INVESTIGATION

Anderson University (the “Company”), to which you have applied for employment, may request an investigative consumer report about you from a third party consumer reporting agency, in connection with your employment or application for employment (including independent contractor or volunteer assignments, as applicable). An “investigative consumer report” is a background report that includes information from personal interviews (except in California, where that term includes background reports with or without information obtained from personal interviews). The most common form of an investigative consumer report in connection with your employment is a reference check through personal interviews with sources such as your former employers and associates, and other information sources. The investigative consumer report may contain information concerning your character, general reputation, personal characteristics or mode of living. You may request more information about the nature and scope of an investigative consumer report, if any, by contacting the Company.

You have the right, upon written request made within a reasonable time, to request (1) whether an investigative consumer report has been obtained about you, (2) disclosure of the nature and scope of any investigative consumer report and (3) a copy of your report. These reports will be conducted by **Verified First, 1550 South Tech Lane, Suite 200, Meridian, Idaho 83642; Tel. # 888.670.9564; www.verifiedfirst.com**. The scope of this disclosure is all-encompassing, however, allowing the Company to obtain from any outside organization all manner of investigative consumer reports throughout the course of your employment to the extent permitted by law.

Signature: _____ Date: _____

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N. W., Washington, DC 20552.

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

APPLICANT COPY

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General.

For information about your federal rights, contact:

TYPE OF BUSINESS	CONTACT
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W., Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W., Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box. 1200, Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11, Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street, Alexandria, VA 223 14</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E., Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200, Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E., Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive, McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W., Washington, DC 20580 (877) 382-4357</p>

Background Check Form, Section 2

Disclosures

Anderson University requires each volunteer to disclose if he/she has been found guilty of a crime (including, without limitation, a conviction, a guilty plea, or a nolo contendere plea), or has had findings made against him/her in any civil adjudicative proceeding.

The Volunteer is to complete this form.

Please answer YES or NO to each listed item. If you answer YES to any item, explain on a separate piece of paper and attach to form, indicating the charge or finding, the date, and the court(s) involved.

Have you ever been convicted of any crime against children or other persons?

Yes ___ No ___

Have you ever been convicted of crimes relating to financial exploitation if the victim was a vulnerable adult?

Yes ___ No ___

Have you ever been convicted of crimes related to drugs?

Yes ___ No ___

Have you ever been found in any dependency action to have sexually assaulted or exploited any minor or to have physically abused any minor?

Yes ___ No ___

Have you ever been found by a court in a domestic relations proceeding to have sexually abused or exploited any minor or to have physically abused any minor?

Yes ___ No ___

Have you ever been found in any disciplinary board final decision to have abused or exploited any minor or developmentally disabled person or to have abused or financially exploited any vulnerable adult?

Yes ___ No ___

Have you ever been found by a court in a protection proceeding, to have abused or financially exploited a vulnerable adult?

Yes ___ No ___

Have you been accused, investigated, disciplined or dismissed for violent acts, harassment, sexual assault or other criminal behavior?

Yes ___ No ___

I certify under penalty of perjury under the laws of the State of South Carolina that the foregoing information is true and correct.

IN WITNESS WHEREOF:

Signature of Volunteer

Signature of Witness

Printed Name of Volunteer

Printed Name of Witness:

Date

Release and Liability Waiver

In consideration and exchange for the privilege to volunteer for the University, from which the Volunteer derives a unilateral personal benefit and value, I warrant and agree and bind myself, as well as my representatives, beneficiaries, dependents, heirs and assigns to the terms and conditions expressed within this Release and Liability Waiver.

_____ Initials	1. I acknowledge that the parties I am forever discharging and releasing on my behalf, by and through this Release and Liability Waiver, are as follows: Anderson University, its Board of Trustees, its officers, directors, agents, vendors, attorneys, employees, and volunteers (collectively, the "Released Parties").
_____ Initials	2. I acknowledge that by participating in the Volunteer Activities, I risk personal and emotional injury, property loss, illness, physical disability and death. I further acknowledge that the specific risks vary from one activity to another, but the risks may include those associated with manual work (lifting, bending, reaching and climbing) and all other risks associated with the Volunteer Activities. Such risks may cause injuries ranging from (a) minor injuries such as scratches, bruises, and sprains (b) major injuries such as burns, eye injury or loss of sight, joint or back injuries, heart attack, and concussions, to (c) catastrophic injuries including paralysis, permanent disability and death. The risk of injury from the Volunteer Activities is significant. I further acknowledge that while precautions and personal discipline will minimize these risks, the risk of personal and emotional injury, property loss, illness, physical disability, or death is inherent to such Volunteer Activities.
_____ Initials	3. I release, forever discharge, and agree to indemnify and hold the Released Parties harmless from any and all liabilities, claims, demands, causes of action, damages, costs (including attorney's fees), expenses and obligations of any nature whatsoever for any injuries, illnesses, disabilities or death that the I may sustain as a result of or in any way connected to the Volunteer Activities.
_____ Initials	4. I, for myself, and for my heirs, personal representatives, executors, administrators, and anyone else who might make a claim on my behalf, agree not to make any claim or commence or prosecute any action, suit or other proceeding against any of the Released Parties for any injuries, illnesses, disabilities or death, whether caused by the negligence of the Released Parties or otherwise.
_____ Initials	5. I accept the facilities to be used in connection with the Volunteer Activities in an "as-is" condition, with all latent and patent defects, hidden conditions, dangerous conditions and hazardous substances and materials
_____ Initials	6. I hereby consent and convey to the University all rights, title and interest in any and all photographs, images, video or audio recordings of my likeness or voice, made by the University in connection with the Volunteer Activities.
_____ Initials	7. I agree that if any portion of the Volunteer Application, including all attachments thereto, is declared invalid or unenforceable, the remaining portions of the Volunteer Application, including all attachments thereto, shall remain in full force and effect.
_____ Initials	8. I agree that the Volunteer Application, including all attachments thereto, shall be construed and enforced in accordance with the laws of the State of South Carolina, and I hereby consent to the jurisdiction of South Carolina.
_____ Initials	9. <u>I understand and agree that this document will be used as a defense to any and all claims brought by me, my heirs, personal representatives, executors, administrators and anyone else who might make a claim on my behalf. I understand and agree that this Agreement and the release and liability waiver contained herein is a complete and unconditional release of all liability to the greatest extent allowed by law and intended to protect the Released Parties to the fullest extent possible.</u>

I VERIFY THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS RELEASE AND LIABILITY WAIVER AND THAT I ACCEPT THIS RELEASE AND LIABILITY WAIVER FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. I UNDERSTAND THE TERMS OF THIS RELEASE AND LIABILITY WAIVER, AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY ACCEPTING IT, INCLUDING MY RIGHT TO SUE.

IN WITNESS WHEREOF:

Signature of Volunteer

Printed Name of Volunteer

Date

Signature of Witness

Printed Name of Witness: