

Assumption of Risk · Covenant Not to Sue Release and Indemnification of All Claims

ACTIVITY OR TRIP INFORMATION				
ACTIVITY			DATE(S)	
PARTICIP <i>A</i>	ANT INFORMATION • PLEASE	PRINT		
NAME				
EMAIL ADDRESS			PHONE NUMBER	
MEDICAL	INFORMATION • PLEASE PF	RINT (This information will I	be kept co	nfidential)
=	ve any known Please indicate Yesor			
If yes, please list any known allergies				
Do you have any known medical conditions that could affect your participation in the Activity that Anderson University should be aware of?				
Are you taking any medication? If so, please list.				

IFTHE PARTICIPANT IS OVER 18 YEARS OF AGE, THE PARTICIPANT MUST AGREE TO AND INITIAL THE FOLLOWING CLAUSES, AND THEN SIGN BELOW. IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE AS ABOVE.

CAUTION: READ BEFORE SIGNING. THIS IS A RELEASE AND LIABILITY WAIVER

IN CONSIDERATION OF BEING PERMITTED TO VOLUNTARILY PARTICIPATE IN ANY WAY IN THE ABOVE-DESCRIBED ACTIVITY (HEREINAFTER CALLED THE "ACTIVITY") AND/OR TRAVEL IN RELATION TO THE ACTIVITY, I, FOR MYSELF (AND/OR MY MINOR CHILD). THE HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS OF THE UNDERSIGNED, DO HEREBY COVENANT NOT TO SUE ANDERSON UNIVERSITY, THE BOARD OF TRUSTEES OF ANDERSON UNIVERSITY (COLLECTIVELY, HEREAFTER CALLED THE "UNIVERSITY"), ITS OFFICERS, EMPLOYEES, AND AGENTS, AND I DO HEREBY RELEASE, WAIVE, AND DISCHARGE FROM LIABILITY THE UNIVERSITY, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, INCLUDING THE CLAIMS ARISING FROM THE NEGLIGENCE OF THE UNIVERSITY, ITS OFFICERS, EMPLOYEES AND AGENTS, RESULTING IN PERSONAL OR EMOTIONAL INJURY, ILLNESS, PHYSICAL DISABILITY, DEATH, PROPERTY LOSS, AND DAMAGES ARISING FROM, BUT NOT LIMITED TO, PARTICIPATION IN THE ACTIVITY, AND/OR TRAVEL.

INITIALS	(1) I acknowledge that I am a volunteer of Anderson University and participation in the Activity is completely
	voluntary and that no condition, conduct, or history of mine would expose students, volunteers,
	employees of the University, or others to the potential risk of harm or injury.
	(2) certify, represent, and warrant to the University that will participate in the Activity strictly as a
	volunteer, and I am participating in the Activities without being under any contract for hire, express or
	implied, as either an employee or independent contractor. As a participant, I do not expect
	remuneration for the
	services provided.
	(3) I understand and acknowledge that as a participant in the Activity I am to abide by the University
	policies and procedures, Student Code of Conduct, and any and all guidelines set forth by the University.
	acknowledge either the University or I may sever the relationship at any time for any reason and for no
	reason at all, without notice.
	(4) 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 Activity. 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 Activities and understand that by participation in the Activity, I am
	not covered under the University's insurance.
	(5) I acknowledge that through participation in the Activity, there is a risk of 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 range from (a) minor injuries such as scratches, bruises, and sprains
INITIALS	(b) major injuries such as burns, eye injury or loss of sight, joint or back injuries, heart attack, and
INTIALS	concussions, to (c) catastrophic injuries including paralysis, permanent disability, and death. The risk of
	injury from the Activity 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 the Activity, and/or travel.
	(6) I agree and acknowledge that participation in the Activity is with full and complete knowledge of the
	risks and dangers involved, and I agree to accept and assume all risks of any nature whatsoever,
INITIALS	including those which may lead to personal injury, emotional injury, property loss, illness, physical disability,
	or death.
INITIALS	(7) If any illness or injury is suffered in any way connected to participation in the Activity, if possible, I will
	immediately notify the University.
	(8) If I suffer any injury in any way connected to the Activity, 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
INITIALS	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 Activity, 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.
	(9) I understand and acknowledge that it is participant's responsibility not to exceed any guidelines that
	participant's health care provider has established or may establish. I understand and acknowledge that it
INITIALS	is solely participant's responsibility to determine through consultation with their health care provider what
INITIALS	their physical limitations are or may be and whether participant should or should not participate in the
	Activity. I acknowledge that by participating in the Activities I am certifying that participant is physically
	and mentally able to do so and assume all risks associated with the Activity.

INITIALS	(10) I have been informed and I fully understand that any information given to me by anyone on behalf of the University regarding any illness or injury is intended to be used in participant's sole discretion and for informational purposes only, especially if participant has allergies, takes any medications, or is being treated for any illness or condition. Such information is not medical advice, and I understand that I am encouraged to consult participant's own health care provider before using any such information. Should I decide to use all or any part of such information, this decision shall be entirely at my own risk.
INITIALS	(11) I understand this voluntary release, discharge, and agreement to indemnify the University applies to the above activity with all modes of university transportation or any other type of transportation (transit, van, bus, etc.) should I so choose. Further, this voluntary discharge and indemnification of the University shall apply to the driving of my personal vehicle or being the passenger in a personal vehicle of another individual, should I so choose.
INITIALS	(12) I acknowledge and agree that the parties I am forever discharging and releasing by and through this Agreement are as follows: the University, its officers, employees, and agents (collectively, the "Released Parties").
INITIALS	(13) LFOR MYSELF (AND/OR MY MINOR CHILD) VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM 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 PARTICIPANT MAY SUSTAIN AS A RESULT OF, OR IN ANY WAY CONNECTED TO PARTICIPANT'S PARTICIPATION IN THE ACTIVITY AND/OR TRAVEL.
INITIALS	(14) I. FOR MYSELF (AND/OR MY MINOR CHILD) AND FOR THE 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 PERSONAL INJURY, EMOTIONAL INJURY, PROPERTY LOSS, ILLNESS, DISABILITY OR DEATH, WHETHER CAUSED BY THE RELEASED PARTIES OR OTHERWISE, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, EMOTIONAL INJURY, PROPERTY LOSS, ILLNESS, DISABILITY OR DEATH CAUSED BY OR A RESULT OF STRICT LIABILITY, OR THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES RESULTING FROM PARTICIPATION IN THE ACTIVITIES, AND/OR TRAVEL.
INITIALS	(15) I agree that this Agreement shall be construed and enforced in accordance with the law of the State of South Carolina, and I hereby consent to the jurisdiction of South Carolina.
INITIALS	(16) I agree that if any portion of this Agreement is declared invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.
INITIALS	(17) I agree that if participant intentionally, negligently, or recklessly causes any damage to the facilities or property of others, I agree to be personally responsible for all of said damages.
INITIALS	(18) I UNDERSTAND AND AGREE THAT THIS DOCUMENT WILL BE USED AS A DEFENSE BY THE PARTIES TO ANY AND ALL CLAIMS RESULTING FROM PARTICIPATION IN THE ACTIVITY BROUGHT BY ME (AND/OR MY MINOR CHILD), THE 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.

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

PARTICIPANT IS 18 YEARS OF AGE C	KOLDEN		
SIGNATURE OF PARTICIPANT	PRINTED NAME OF PARTICIPANT	DATE	_

PARTICIPANT IS UNDER 18 YEARS OF AGE

that I have the authority to sign on beha consent for my child/ward to participate	e Participant with the responsibility, and I hereb alf of the Participant as to all items stated above in the Activity. Without in any way limiting the au e express and specific consent to any and al	. Moreover, I provide specific thority and consent as stated
SIGNATURE OF PARENT	PRINTED NAME OF PARENT	DATE
CELL PHONE NUMBER	EMAIL ADDRESS	

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. , 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** check box if no middle name Social Security Number* ###-##-### Date of Birth* month/date/year Email Address required **Driver's License Number** Issuing State* Former Names/Aliases separate aliases with comma **CURRENT ADDRESS** FORMER EMPLOYER Street Apt/Unit City, State Company **Position** City State Zip **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:

APPLICANT COPY

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

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

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 beer Yes	n convicted of any crime against No	children or other persons?
		o financial exploitation if the victim was a vulnerable adult
Yes	No	
Have you ever beer Yes	n convicted of crimes related to o	lrugs?
Have you ever been have physically abut Yes		on to have sexually assaulted or exploited any minor or to
=	n found by a court in a domestive physically abused any minor? No	c relations proceeding to have sexually abused or exploited
3	, ,	rd final decision to have abused or exploited any minor or or financially exploited any vulnerable adult?
Have you ever bee vulnerable adult? Yes	n found by a court in a protec	tion proceeding, to have abused or financially exploited a
Have you been accurriminal behavior? Yes	used, investigated, disciplined or o	lismissed for violent acts, harassment, sexual assault or other
I certify under pena true and correct.	lty of perjury under the laws of t	he State of South Carolina that the foregoing information is
IN WITNESS WH	EREOF:	
Signature of Volunt	teer	Signature of Witness
Printed Name of Volunteer		Printed Name of Witness:
Date		