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[www.nso-mi.org](http://www.nso-mi.org)

## **CRIMINAL BACKGROUND CHECK**

I certify that the information contained in this application is correct and complete to the best of my knowledge. I realize that misrepresentation of facts will be cause for rejection of this application. I understand that my enrollment as a volunteer is contingent upon successful completion of the application process. I understand that a copy of this confidential information will be kept by the supervisor/manager of my work site and NSO Human Resources Department.

I understand investigative consumer reports are required in connection with potential volunteering with the Agency, or to continue to volunteer with NSO. These reports may contain public record information, which may be requested or made on me including criminal records, driving record, and education. Further I understand that NSO will be requesting information from various Federal, State, local and other agencies which contain my past activities.

I hereby authorize without reservation, any party or agency contacted by this employer to furnish the above mentioned information. Upon proper identification, the Agency has the right to make a request for the State Police records of my Criminal Background Check for the information in its files on me at the time of my request. I further authorize ongoing procurement of the above mentioned reports at any time during my volunteerism.

I understand that Neighborhood Service Organization considers all applicants for volunteer positions without regard to sex (including pregnancy and conditions related to pregnancy), genetic information, race, color, religion, weight, height, national origin, citizenship, age, disability, martial or veteran status, misdemeanor arrest record, sexual orientation, or any other legally protected status.

## **VOLUNTEER WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

Upon signing this Agreement and forever thereafter, you agree that if you participate as a volunteer or attend related event, or are present on NSO's premises or use any NSO facility, you do so at your own risk and assume the risk of any and all injury and/or damage you might sustain, regardless of whether you volunteering or otherwise. Your assumption of risk includes but is not limited to accessing NSO's premises. You further agree to assume the risk of your participation in or presence at any NSO sponsored event. You agree that you are willingly participating as a volunteer and assume all risk, known and unknown, associated with same. You agree on behalf of yourself (and your spouse, all your children, personal representatives, heirs, executors, administrators, agents, and assigns) to forever release and discharge NSO, their owners, employees, agents, representatives, affiliates, successors, and assigns from any and all claims or causes of action (known or unknown) arising out of the negligence of NSO, whether active or passive, or that of any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of participation as a volunteer including slipping or tripping and falling while on NSO's premises, including NSO's negligent inspection or maintenance of such premises, and you sustaining personal injuries as a result of the dangerous condition of property on which you are present in relation to any NSO function, including NSO's negligent inspection or maintenance of such premises.

By executing this Agreement, you hereby agree to indemnify and hold harmless NSO, its subsidiaries and related companies, from any loss, liability, damage, or cost NSO may incur due to your presence at any NSO premises or facility. You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the state in which this agreement is entered into, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST NSO FOR THEIR NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON THEIR PREMISES. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE. YOU AGREE, FOR YOURSELF AND YOUR SPOUSE, CHILDREN, SUCCESSORS, HEIRS AND ASSIGNS, THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD YOU OR YOUR SUCCESSORS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION.

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Date

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Printed Name of Volunteer

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Printed Name of Parent or Guardian if Applicable

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Signature of Volunteer, Parent or Guardian as Applicable