

Background Check Disclosure and Authorization Form

Discovery World, LTD. (the “Organization”) may order a consumer report and/or investigative consumer report (“background check report”) on you in connection with your application for employment and, if hired, during your employment, for employment purposes. By your signature below, you hereby authorize the Organization to order consumer reports and/or investigative consumer reports on you including, by not limited to, the following information: employment history, military service, social security number validation; criminal conviction records, education history, driving record, credit reports, and licensing and certification checks. Please be advised that the organization may also obtain an investigative consumer report including information as to your character, general reputation, personal characteristics, and mode of living. Information may be obtained from private and public persons, entities and repositories of information, and you authorize disclosure by such parties to the consumer reporting agency and/or the Organization.

The consumer reporting agency that will prepare the report is ESA – Employment Screening Associates 8010 Blue Ash Rd. Cincinnati, OH 45236, telephone (513)521-1400. The Fair Credit Reporting Act and certain state laws give you specific rights in dealing with consumer reporting agencies. You will find these rights in the attached documents. In the event that information from the report is utilized in whole or in part in making an adverse decision with regard to your potential employment or employment, before making the adverse decision, the Organization will provide you with a copy of the background check report and a description in writing of your rights under the law.

You have the right to request, in writing, within a reasonable time, that the Organization make a complete and accurate disclosure of the nature and scope of the information requested. Such disclosure will be made to you within 5 days of the date on which we receive the request from you or within 5 days of the time the report was first requested, whichever is the later. To receive this information or to inspect any files concerning such a report or to determine if a report has been requested, you may contact the Organization.

For residents of, or for jobs located in, California, Minnesota, Massachusetts, New York and Oklahoma Only: You may request a free copy of any background check by checking the box.

I request a free copy of my report.

I agree that a facsimile or photocopy of this form is valid just like the original form.

Applicant/Employee’s Signature: _____ **Date:** _____

Attachments: Additional State Notices; FCRA “Summary of Your Rights”; Information Form

Additional State Law Notices

If you live in, or are seeking work for the Organization in California, Maine, Massachusetts, New York, or Washington State, note:

CALIFORNIA: You may view the file that the Consumer Reporting Agency has for you, and order a copy of the file, upon submitting proper identification and paying copying costs, by going to the Consumer Reporting Agency's offices, during normal business hours and on reasonable notice, or by mail. You may also ask for a file summary by telephone. The Consumer Reporting Agency can answer questions about information in your file, including any coded information. If you go in person, another person can come with you, so long as that person can show proper identification.

MAINE: If you ask us, you have the right to know whether the Organization ordered a background check report on you. You may request the name, address and telephone number of the nearest office for the Consumer Reporting Agency. We will send this information to you within five business days of our receipt of your request. You have the right to ask the Consumer Reporting Agency for that report.

MASSACHUSETTS: If you ask, you have the right to a copy of any background check report concerning you that the Organization has ordered. You may contact the Consumer Reporting Agency for a copy.

NEW YORK: If you submit a written request, you have the right to know whether the Organization ordered a background check on you from the Consumer Reporting Agency. You may inspect and order a copy of the report by contacting the Consumer Reporting Agency.

WASHINGTON STATE: You have the right, upon written request made within a reasonable period of time after your receipt of this disclosure, to receive from the Organization a complete and accurate disclosure of the nature and scope of any "investigative" consumer report we may have requested. You also have the right to request from the Consumer Reporting Agency a written summary of your rights and remedies under the Washing Fair Credit Reporting Act. If the Organization obtains information bearing on your credit worthiness, credit standing or credit capacity, it will be used to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered.

A Summary of Your Rights Under the Fair Credit Reporting Act

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 the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **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 identify 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, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit 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.ftc.gov/credit 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.ftc.gov/credit.
- **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).
- **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.ftc.gov/credit.

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. Federal enforcers are:
TYPE OF BUSINESS: CONTACT:

Type of Business:	Contact:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help (FRCH) P O Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: www.federalreserveconsumerhelp.gov Email Address: ConsumerHelp@FederalReserve.gov
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation , Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051

Waiver of Liability (Ages 18 & Up)

Please Read Carefully as this document affects your legal rights.

This Waiver of Liability (the “Waiver”) executed on this ____ day of _____, 20____, by _____ (the “Volunteer”) in favor of DISCOVERY WORLD, INC., a nonprofit corporation organized and existing under the laws of the State of Wisconsin, USA, and its directors, officers, employees, and agents (collectively, “Discovery World”).

I, the Volunteer, desire to work as a volunteer for Discovery World and engage in the activities related to being a volunteer for a work project.

I hereby freely and voluntarily, without duress, execute this Waiver under the following terms:

1. Waiver and Release. I, the Volunteer, release and forever discharge and hold harmless Discovery World and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my volunteer work with Discovery World. I understand and acknowledge that this Waiver discharges Discovery World from any liability or claim that I, the Volunteer, may have against Discovery World with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation on the Discovery World work site. I also understand that Discovery World does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage.

2. Insurance. I, the Volunteer, understand that I expressly waive any such claim for compensation or liability on the part of Discovery World beyond what may be offered freely by the representative of Discovery World in the event of such injury or medical expense.

3. Medical Treatment. I hereby release and forever discharge Discovery World from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time with Discovery World.

4. Assumption of the Risk. I understand that my time with Discovery World may include activities that may be hazardous to me, including, but not limited to, construction activities, loading and unloading of heavy equipment and materials, and local transportation to and from the work sites. I hereby expressly and specifically assume the risk of injury or harm in these activities and release Discovery World from all liability for injury, illness, death, or property damage resulting from the activities of my time with Discovery World.

5. Photographic Release. I grant and convey unto Discovery World all right, title, and interest in any and all photographic images and video or audio recordings made by Discovery World during my work for Discovery World, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Other. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin in the United States of America, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Volunteer's Signature

Date

Print Volunteer's Name

Please return completed form to Discovery World Volunteer Supervisor, via mail (Discovery World, Attn: Volunteer, 500 N Harbor Dr, Milwaukee, WI 53202), fax (414.765.0311) or email (volunteer@discoveryworld.org).

Background Check: Minor Parental Consent

A minor, _____ (full name), is applying for employment with Discovery World at Pier Wisconsin. Part of the volunteer process includes background checks and/or drug testing. As the parent of the above referenced minor, I understand the purposes of these pre-volunteer checks and hereby provide my consent for the background checks and/or drug test.

Signature: _____

Print Name: _____

Relationship to Minor: _____

Date: _____

Waiver of Liability for Minors (ages 14 - 17)

Please Read Carefully as this document affects your legal rights.

This Waiver of Liability (the "Waiver") executed on this ____ day of _____, 20__, by _____ (the "Volunteer") in favor of DISCOVERY WORLD, INC., a nonprofit corporation organized and existing under the laws of the State of Wisconsin, USA, and its directors, officers, employees, and agents (collectively, "Discovery World").

The Minor _____, desires to work as a volunteer for Discovery World and engage in the activities related to being a volunteer for a work project. I, the legal guardian _____, hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. Waiver and Release. The guardian and minor release and forever discharges and hold harmless Discovery World and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the minor's volunteer work at Discovery World. The guardian/volunteer understands and acknowledges that this Release discharges Discovery World from any liability or claim that guardian and minor may have against Discovery World with respect of bodily injury, personal injury, illness, death, or property damage that may result from participation on the Discovery World worksite. It is also understood that Discovery World does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.

2. Insurance. The guardian and minor understands that we expressly waive any such claim for compensation or liability on the part of Discovery World beyond what may be offered freely by the representative of Discovery World in the event of such injury or medical expense.

3. Medical Treatment. The guardian and minor hereby release and forever discharge Discovery World from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the minor's time with Discovery World.

4. Assumption of Risk. The guardian understands that the minor's time with Discovery World may include activities that may be hazardous to them including, but not limited to, construction activities, loading and unloading of heavy equipment and materials, and local transportation to and from work sites. We recognize and understand that the minor's time with Discovery World may, in some situations, involve inherently dangerous activities. As the guardian for the said minor I hereby expressly assume the risk of injury or harm in these activities and release Discovery World from all liability for injury, illness, death or property damage resulting from the activities of the minor's time at Discovery World.

5. Photographic Release. As the guardian of said minor I grant and convey unto Discovery World all right, title, and interest in all photographic images and video or audio recordings made by Discovery World during the minor's work with Discovery World.

6. Other. As the volunteer I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall no otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

To express my understanding of this Release, I sign here.

Name of Dependent/minor

Volunteer's Signature

Date

Name of Legal Guardian

Legal Guardian Signature

Date

Please return completed form to Discovery World Volunteer Manager, via *mail* (Discovery World, Attn: Volunteer, 500 N Harbor Dr, Milwaukee, WI 53202), *fax* (414.765.0311) or *email* (volunteer@discoveryworld.org).