

**BACKGROUND EXAMINATION AUTHORIZATION FOR RELEASE OF
INFORMATION, WAIVER OF LIABILITY, RELEASE OF CLAIMS,
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Authorization. I want and authorize the City of Delavan (on behalf of the Village of Darien) to conduct a thorough and detailed investigation of my personal history, including my employment history and education history, and including the employers, businesses, schools, entities and any persons named in my application, in any other documents filed with the City during the hiring process, or as otherwise learned of or contacted by the City, to give any information, including records, regarding my education, employment, character, and qualifications.

I want and authorize any person contacted to provide the City any and all information regarding my employment, education and other information about me, which may include, but not be limited to, information about my employment, performance, evaluations, work records (excluding workers compensation information, FMLA, WFMLA, genetic information, and medical information, if any), wage rates, supervisors' comments, results of any and all testing (excluding medical tests and genetic tests), discipline, employment counseling, investigations, and any reports or letters, and complaints or allegations regarding any misconduct.

I agree to execute release authorization forms as required by the City or my current or former employers to request employment records from my present and/or former employer(s).

I authorize the City to conduct a background criminal check and a check with the Department of Transportation prior to making a decision regarding my employment. I recognize that information received about my arrest or conviction record will be considered by the City only if it substantially relates to the employment position.

I understand this authorization is not an authorization for the City to conduct a credit history check under the Fair Credit Reporting Act. I understand the City will provide me with a separate conspicuous notice informing me of the City's decision to perform a credit history check, if it decides to use such a check, and notice of my rights and ability to authorize and grant permission for the credit history check under the Fair Credit Reporting Act.

Waiver of Confidentiality and Access. I waive all rights to privilege or confidentiality that may exist with respect to the release of the above-referenced records and information. I waive my right of access to the records and information received by the City.

Release, Hold Harmless and Indemnification. I release, hold harmless and agree to indemnify the City, which includes all of its employees, officers, agents, attorneys, representatives, and investigators utilized by the City, and any employers, businesses,

schools, entities and any other persons (collectively, the “Other Parties”) who provide information and records about me, from or for any liability, claims, judgments or damages related to providing any information or records and for the release of or the failure to release any information or records about me. I will indemnify and defend the City and the Other Parties from and against any and all claims, demands, actions and damages, including payment of their attorneys’ fees and costs, of whatever nature made or asserted by me or any person acting or claiming to act on my behalf against the City or the Other Parties related to or involving the release or use of these records and information about me, regardless of the outcome of the proceedings.

Understanding and Agreement. With knowledge of the circumstances and the rights that I give up, I freely sign this binding Agreement and waive the rights I might otherwise have to bring any claim against the City and these Other Parties and with full knowledge of my responsibility of indemnification of the City and these Other Parties. I understand that information provided to the City by the Other Parties may result in me not being employed by the City. I understand the City may no longer consider my application for employment if I did not agree to the terms of this Agreement. I recognize the responsibility the City has to others through the City’s hiring practices, and I recognize the City’s costs of operations may be substantially higher if I did not agree to these terms. I waive my right to negotiate for different terms. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, I want the offending provision to be deemed amended to the extent necessary to conform to the applicable law and for the fullest protection of the interests of the City and Other Parties.

I understand my personal information about me, including my gender, my birthdate and driver’s license number, are requested by the City for purposes of verifying my identity and to avoid mistaken identity and for purposes of conducting an effective and thorough background examination. I understand the City will not consider my age or any other protected status for purposes of its hiring decisions.

Signature of Applicant: _____ Date: _____

Name: _____

Received by the City of Delavan: _____ Date: _____