



## Volunteer Application and Release and Waiver of Liability

### Applicant Information

Date: \_\_\_\_\_  
Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name \_\_\_\_\_  
Email Address \_\_\_\_\_ Apartment/Unit \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone \_\_\_\_\_ Referred By \_\_\_\_\_

Birth date \_\_\_\_\_

Have you ever worked for this company?      YES      NO  
               If yes, when? \_\_\_\_\_

Are you willing to undergo a background check              
in accordance with local laws and regulations??      YES      NO

### References

Please list three personal references.

Full Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Company: \_\_\_\_\_ Phone: (     )  
Address: \_\_\_\_\_

Full Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Company: \_\_\_\_\_ Phone: (     )  
Address: \_\_\_\_\_

Full Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Company: \_\_\_\_\_ Phone: (     )  
Address: \_\_\_\_\_

### Emergency Contact Information

In case of emergency, please contact.

Name:

Relationship:

Address:

Phone: (     )

### Availability

During which hours are you available for volunteer assignments?

Weekday mornings

Weekend mornings

Weekday afternoons

Weekend afternoons

Weekday evenings

Weekend evenings

### Examples of Activities Available

Tell us in which areas you are interested in volunteering.

Level One:

Administration/Office Work

Level Three:

Outings with Clients – Shopping,  
coffee, movies, bowling

Level Two:

Teaching a Class (Science, History)

Attending Church Services

Gardening/Greenhouse

Art/Music

Reading, Games, Cards

Bingo

Other: \_\_\_\_\_

Weaving Store Support

Group Outings

### Interests & Hobbies

Summarize special interests or hobbies you enjoy that you would like to share with someone:

### Previous Volunteer Experience

Summarize your previous volunteer experience.

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### **Our Policy**

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

### **Release**

I release Mountain Valley Developmental Services, Inc., its employees, directors, agents, leaders, instructors, contractors, clients, and volunteers from any liability for loss or injury to my person or property, which may occur due to my negligence, the negligence of Mountain Valley Developmental Services, Inc., or the negligence of third parties. This release applies to any losses or injuries which may occur as a result of, or during my participation in, volunteer services. This may include, but is not limited to, traveling in agency designated vehicles, working with individuals who may have mental or physical disabilities, participating in physical labor and/or any other volunteer activities. I realize that this is a binding contract. I have read and understand this release and knowingly and voluntarily sign below. I promise not to sue Mountain Valley Developmental Services, Inc. and/or its employees. I have been advised of the provisions of C.R.S. § 13-21-117.5 which limits the civil liability of developmental disability service providers.

### **Confidentiality Policy**

I agree that I will maintain confidentiality regarding any company or client information that is made known to me as a result of my volunteer work with Mountain Valley. Specifically, this means that outside the agency, no information, incidents, or stories will be related to anyone for any reason without a properly signed release of information and approval of Mountain Valley. I understand that I may be removed from my volunteer position for violation of this policy. I also understand that the records and information pertaining to developmentally disabled persons or their families is strictly confidential and unauthorized disclosure is prohibited by law.

### **Applicant's Signature**

I certify that all the information provided is true and complete to the best of my knowledge. I realize that any misrepresentation in the information submitted or any intentionally withholding of essential information called for in this form may result in my application being rejected. I offer to volunteer my services to Mountain Valley. I understand that I will not be paid in any way. I understand Mountain Valley Developmental Services, Inc. reserves the right to dismiss volunteers for any reason.

**Participant Name:** \_\_\_\_\_ **Witness Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Application must be signed prior to participation in volunteer activities.*

**Minor Participant**

All participants under the age of eighteen (18) must have this Release Form signed by their parent or guardian.

I release Mountain Valley Developmental Services, Inc., its employees, agents, leaders, directors, instructors, clients, contractors and volunteers from any liability for loss or injury to myself, my child or property, which may occur due to their negligence, the negligence of Mountain Valley Inc., or the negligence of third parties. This release applies to any losses or injuries which may occur as a result of, or during participation in, volunteer services. This may include, but is not limited to, traveling in agency designated vehicles, working with individuals who may have mental or physical disabilities, participating in physical labor and/or any other volunteer activities. I realize that this is a binding contract. I have read and understand this release and knowingly and voluntarily sign below. I covenant not to sue Mountain Valley Developmental Services, Inc. and/or its employees. I have been advised of the provisions of C.R.S. §13-21-117.5 which limits the civil liability of developmental disability service providers.

Minor's Name:

\_\_\_\_\_

Minor's Address:

\_\_\_\_\_

Parent's or Guardian's Name:

\_\_\_\_\_

Parent's or Guardian's Address:

\_\_\_\_\_

I hereby release and waive my and my child's prospective claim(s) for negligence pursuant to C.R.S. §13-22-107(3).

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Application must be signed prior to participation in volunteer activities.*



## RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the “Release”) executed on this \_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ ( “Participant”) in favor of **Mountain Valley Developmental Service, Inc.**, a non-profit corporation organized and existing under the laws of the State of Colorado, its board, directors, employees, contractors, volunteers and clients (collectively, “Mountain Valley”).

I, the Participant, desire to volunteer with Mountain Valley to engage in activities related to services offered by Mountain Valley. I hereby freely and voluntarily, without duress, execute the Release under the following terms:

- 1. Waiver and Release.** I, the Participant, release and forever discharge and hold harmless Mountain Valley from any claim or liability that I, the Participant, may have against Mountain Valley with respect to any bodily injury, personal injury, illness, death or property damage that may result from, or be related to, my participation and volunteering. I also understand that Mountain Valley does not assume any responsibility or obligation to provide financial or other assistance, including, but not limited to medical, health, worker’s compensation or disability insurance, in the event of my injury, illness, death or property damage.
- 2. Insurance.** Mountain Valley does not carry or maintain, and expressly disclaims responsibility for providing any health, medical, worker’s compensation or disability insurance coverage for the Participant. EACH PARTICIPANT IS EXPECTED AND ENCOURAGED TO CARRY PERSONAL LIABILITY OR HEALTH INSURANCE PRIOR TO REGISTERING AS A MOUNTAIN VALLEY VOLUNTEER.
- 3. Medical Treatment.** Except as otherwise agreed to by Mountain Valley in writing, I hereby release and forever discharge Mountain Valley 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 Mountain Valley.
- 4. Assumption of Risk.** I understand that my time with Mountain Valley may include activities that may be hazardous to me, including, but not limited to, cooking and food preparation, loading and unloading heavy items or materials, transportation to and from the volunteer site, and working around clients who may or may not have comprehension of what is going on around them or with persons who may demonstrate aggressive behavior. I recognize and understand that my time with Mountain Valley may, in some situations, involve inherently dangerous activities or working in sites damaged by disaster. I hereby expressly and specifically assume the risk of injury or harm in these activities and release Mountain Valley from all liability for injury, illness, death or property damage resulting from the activities of my time with Mountain Valley.

5. **Photographic Release.** I grant and convey unto Mountain Valley all right, title and interest in any and all photographic images and video or audio recordings made by Mountain Valley during my work for Mountain Valley, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.
6. **Other.** I understand that it is my desire to further the work of Mountain Valley by performing services as a Volunteer. I undertake to perform said services as a Volunteer without compensation and acknowledge that I am not acting as an employee or agent of Mountain Valley in performing those services.

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

**Participant Name:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Witness Name:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_



## **DISCLOSURE REGARDING BACKGROUND INVESTIGATION**

As an applicant for a voluntary unpaid position, employment, or as a current employee of Mountain Valley Developmental Services, you are a consumer with rights under the Fair Credit Reporting Act. For the purpose of this document, 'employee' or 'employment' covers both paid and volunteer positions with Mountain Valley Developmental Services. Mountain Valley Developmental Services may choose to obtain and use information contained in either a consumer report or an investigative consumer report from a consumer reporting agency about you when: (1) considering your application for employment, (2) making a decision whether to offer you employment, (3) deciding whether to continue your employment if you are hired, or (4) making other employment-related decisions directly affecting you.

Our *consumer reporting agency* is Insight Investigations Inc. PO Box 891571 Temecula, CA 92589, toll free 800.615.8111, which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly assembles or evaluates consumer information on consumers for the purpose of furnishing consumer reports to others, such as Mountain Valley Developmental Services.

A *consumer report* means any written, oral or other communication of any information by a consumer reporting agency bearing on your character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing your eligibility for employment purposes.

An *investigative consumer report* means a consumer report or portion thereof in which information on your character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with your neighbors, friends, or associates reported on or with others with whom you are acquainted or who may have knowledge concerning any such items of information.

In the event an investigative consumer report is prepared, you may request additional disclosures regarding the nature and scope of the investigation requested as well as a written summary of your rights under the Fair Credit Reporting Act.



## 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.consumerfinance.gov/learnmore](http://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](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your creditworthiness 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](http://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](http://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).
- **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](http://www.consumerfinance.gov/learnmore).

**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>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>Consumer Financial Protection Bureau 1700 G. Street N.W. Washington, DC 20552</p> <p>Federal Trade Commission: Consumer Response Center Washington, DC 20580 (877) 382-4357</p>
<p>To the extent not included 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>Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480</p> <p>FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>Air carriers</p>	<p>Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20423</p>
<p>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>Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8<sup>th</sup> Floor Washington, DC 20549</p>
<p>Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>Federal Land Banks, Federal Lank 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>Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office Washington, DC 20580 (877) 382-4357</p>



## **AUTHORIZATION REGARDING BACKGROUND INVESTIGATION**

I acknowledge receipt of the 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 these documents.

Mountain Valley Developmental Services ("the Company") may obtain information for employment purposes from the following consumer reporting agency ("the Agency"), Insight Investigations Inc., P.O. Box 891571 Temecula, CA 92589, toll free 800.615.8111. By signing below, I hereby voluntarily authorize Mountain Valley Developmental Services to obtain either a consumer report or an investigative consumer report about me from a consumer reporting agency and to consider this information when making decisions regarding my employment at Mountain Valley Developmental Services. I understand that I have rights under the Fair Credit Reporting Act, including the rights described above.

I voluntarily authorize all persons, including current and former employers and supervisors, educational institutions, law enforcement agencies, motor vehicle departments, and municipal, state, and federal courts to release information they may have about me to Mountain Valley Developmental Services. I understand that if I am employed by Mountain Valley Developmental Services, this authorization shall remain in effect throughout my employment. I understand that Mountain Valley Developmental Services conducts random background checks annually on a minimum of fifteen (15) percent of the Company's workforce. I understand that as a Mountain Valley Developmental Services employee additional background checks may be run at in accordance with this policy, or at will. This report may be delivered in either written or electronic form.

California applicants or employees only:

Please check this box if you would like to receive a copy of an investigative consumer report at no charge if one is obtained by the Company whenever you have a right to receive such a copy under California law. By signing below you also acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW.

Massachusetts, and New Jersey applicants or employees only:

You have the right to inspect and promptly receive a copy of any investigative consumer report requested by the Company by contacting the consumer reporting agency identified above directly.

Minnesota applicants or employees only:

You have the right, upon written request to the Agency, to receive a complete and accurate disclosure of the nature and scope of any consumer report. The Agency must make this disclosure within five days of receipt of your request or of the Company's request for the report, whichever is later. Please check the box if you would like to receive a copy of a consumer report if one is obtained by the Company.

New York applicants or employees only:

You have the right to inspect and receive a copy of any investigative consumer report requested by the Company by contacting the consumer reporting agency identified above directly. By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law.

Oklahoma applicants or employees only:

Please check this box if you would like to receive a copy of any report if one is obtained by the Company.

Pennsylvania applicants or employees only:

By signing below you acknowledge that consideration of a criminal record will be tailored to the requirements of the job.

Washington applicants or employees only:

You have the right to receive a complete and accurate disclosure of the nature and scope of any investigative consumer report as well as a written summary of your rights and remedies under Washington law.

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Middle Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Driver License Number

\_\_\_\_\_  
Issuing State

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Written Authorization to Request a CAPS Check



**COLORADO**  
Adult Protective Services  
CAPS Check Unit

Pursuant to §26-3.1-111, C.R.S., certain employers named in the statute are required to request a check of the Colorado Adult Protective Services (APS) data system (CAPS) prior to hiring a new employee who will be providing direct care to at-risk adults. These employers are also authorized by statute, though not required, to request a CAPS check for current employees. The CAPS check will alert the employer as to whether or not a prospective or current employee has been substantiated as a perpetrator of physical abuse, sexual abuse,

caretaker neglect, and/or exploitation of an at-risk adult. More information on the CAPS check requirement can be found in Title 26, Article 3.1 of the Colorado Revised Statutes (C.R.S.) and 12 CCR 2518-01 of the Colorado Code of Regulations (CCR).

Written authorization from the applicant/employee using this form is required per APS regulations (12 CCR 2518-1). Please complete this entire form. It is recommended that you and the employer keep a copy of this form for your records.

## ■ EMPLOYER INFORMATION

Employer Name: \_\_\_\_\_

CAPS Check Employer ID # (XXX-#####): \_\_\_\_\_

## ■ REQUESTOR INFORMATION

Requestor Name: \_\_\_\_\_ Requestor Title: \_\_\_\_\_

Requestor Phone Number: \_\_\_\_\_ Requestor Phone Extension: \_\_\_\_\_

Requestor Email: \_\_\_\_\_

## ■ APPLICANT/EMPLOYEE INFORMATION

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

Last Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

SSN (Last 4 digits): \_\_\_\_\_ Maiden Name/Previous Name(s)/Alias(es): \_\_\_\_\_

DORA License # \_\_\_\_\_

### GENDER:

- Woman
- Man
- Transgender (Identifies as Woman)
- Transgender (Identifies as Man)
- Unknown

### RACE/ETHNICITY (Check all that apply):

- American Indian/Alaska Native
- Asian
- Black or African American
- Hawaiian National & Pacific Islander
- Hispanic or Latino
- Middle Eastern or North African
- White

Home Phone (Including Area Code): \_\_\_\_\_

Cell/Mobile Phone (Including Area Code): \_\_\_\_\_

Work Phone (Including Area Code): \_\_\_\_\_ Work Phone Extension: \_\_\_\_\_

Home Email: \_\_\_\_\_ Work Email: \_\_\_\_\_

Current Address Street: \_\_\_\_\_

Current Address City: \_\_\_\_\_ Current State: \_\_\_\_\_

Current Zip/Postal Code: \_\_\_\_\_ Current Address Start Date: \_\_\_\_\_

All Applicants/Employees are required to have 5 years of residential history provided. If the individual listed above has less than 5 years at their current address, please list the previous addresses for the past 5 years. Use another sheet of paper, if necessary.

Previous Address (street number, street, unit, city, state, zip): \_\_\_\_\_

Address Start and End Dates: \_\_\_\_\_

Previous Address (street number, street, unit, city, state, zip): \_\_\_\_\_

Address Start and End Dates: \_\_\_\_\_

Previous Employer(s) Agency Name(s): \_\_\_\_\_

*By my signature, below, I attest that all information provided in this written authorization is true and complete. My signature authorizes the employer referenced above to request a CAPS Check to determine if I have been substantiated in an APS case as a perpetrator of physical abuse, sexual abuse, caretaker neglect, and/or exploitation of an at-risk adult. I acknowledge that the information resulting from such a check will be shared directly with the employer who may use the results to inform their hiring decision. By my signature I acknowledge that this request will flag my name to allow notification to this employer of any future substantiated findings as long as I am employed by this agency.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**COLORADO**  
Adult Protective Services  
CAPS Check Unit