



45-305 Oasis Street • Indio, CA 92201
(760) 347-3484 • www.myrecreationdistrict.com

Volunteer Screening Packet

Thank you for your interest in volunteering with the District!

It is the policy of the District that, prior to commencement of services, all volunteers complete a comprehensive background screening to ensure the safety and security of our team members, volunteers, and guests. We thank you for your understanding and shared commitment to providing a safe environment!

Instructions: Please complete the following steps:

Step 1. Complete the Volunteer Application.

Step 2. Complete the Background Questionnaire.

Step 3. Complete the Disclosure and Authorization Regarding Background Investigation

HireRight is the Desert Recreation District's preferred provider for volunteer background screening. This allows us to complete a comprehensive background screening which includes:

- Social Security Verification
- State/County Criminal Record Check
- National Criminal Record Check
- Sex Offender Registry Check

Step 4. Complete "Acknowledgement & Authorization" Summary of Rights under the Fair Credit Reporting Act

Step 5. Complete Desert Recreation District – Volunteer Program Application and Waiver

Important Note: The District cannot allow you to provide services until all of these steps have been completed. If you have any questions, please contact Human Resources at 347-3484.



45-305 Oasis Street • Indio, California 92201
Phone (760) 347-3484 • Fax (760) 262-3022 • Email: hr@drd.us.com
• Website: www.myrecreationdistrict.com

VOLUNTEER APPLICATION

INSTRUCTIONS: Thank you for your interest in volunteering for the Desert Recreation District. Please fill out the following form completely and legibly.

PLEASE PRINT LEGIBLY IN BLUE OR BLACK INK OR TYPE

Date _____ Last Name _____ First name _____ Middle Initial _____

Address (No. & Street) _____ Apt. # _____ City _____ State _____ Zip _____

(_____) _____ (_____) _____
Cell Phone Home Phone Email Address

Have you previously submitted a volunteer application? Yes No If yes, please give date: _____

Do you have any friends or relatives employed with the District? Yes No

If yes, state name(s) and relationship: _____
Name Relationship to you

In case of emergency, please notify: _____
Name Relationship to you

(_____) _____ (_____) _____
Home Phone Cell Phone

VOLUNTEER INFORMATION

Please indicate the type of program for which you would like to volunteer:

- Sports Coach The First Tee Other Youth Program _____ (please specify)
 Special Event _____ (please specify)
 Other _____ (please specify)
 Any available volunteer position

Date Available: _____

Use the space below to fully describe any job related skills, knowledge, licenses or special training you possess which relate to this position:

Please indicate your Community Affiliations (Clubs, Associations, etc.): _____

Have you ever volunteered before? Yes No If yes, please indicate with what agency or organization and in what capacity: _____

In what capacity could you help us? (coaching, transportation, office, web maintenance, materials set up, etc.): _____

If you are interested in volunteering for The First Tee of The Coachella Valley, please indicate your Golf skills and experience below:

AVAILABILITY

If volunteering for a position that is not a Special Event, please complete the information below:

When are you able to volunteer? Days Evenings Weekends

How many hours per week/month (circle one) are you able to volunteer? _____ (please indicate # of hours)

If you are interested in volunteering as a Sports Coach or for The First Tee of The Coachella Valley, can you make a commitment to volunteer for at least one season? N/A Yes No

ADDITIONAL INFORMATION

1) Are you at least 18 years of age? Yes No

2) Are you able to perform the essential functions of the position? Yes No

We comply with the ADA and consider reasonable accommodation measures that may be necessary for eligible volunteers to perform essential functions.

3) Who/What referred you to us? Friend/Relative (name) _____

District Publication District Website Other (please specify) _____

REFERENCES

List three persons not related to you who have knowledge of your work and/or volunteer performance within the last three years.

NAME: _____	OCCUPATION: _____	NO. OF YEARS ACQUAINTED: _____
PHONE NUMBER: _____	EMAIL ADDRESS: _____	
NAME: _____	OCCUPATION: _____	NO. OF YEARS ACQUAINTED: _____
PHONE NUMBER: _____	EMAIL ADDRESS: _____	
NAME: _____	OCCUPATION: _____	NO. OF YEARS ACQUAINTED: _____
PHONE NUMBER: _____	EMAIL ADDRESS: _____	

Please Read Carefully, Initial Each Paragraph and Sign Below:

 Initials I understand that as a volunteer for the District, I am not now and will not become an employee of the District and that I have no employment rights of any kind. I understand that my status as a volunteer may be terminated at any time for any reason.

 Initials I hereby authorize the District to thoroughly investigate my references regarding my suitability for a volunteer position.

 Initials I further understand that my position as a volunteer is contingent upon the completion of a Background Questionnaire as required by Section 11105.3 of the Penal Code.

 Initials I hereby consent to and grant the Desert Recreation District ("District") the right to use my name, voice, signature, photograph, or likeness for any lawful purpose including that encompassed by California Civil Code § 3344. I understand that the District may, at its discretion, photograph me and/or make recordings of my voice, and/or reproduce my physical likeness as it may appear in any still camera photograph, motion picture film or video tape and/or recordings of my voice prepared or made while participating in the District's recreational activities for use in connection with any exhibition, promotional program, advertisement and broadcast, on television and any motion picture film or video tape regarding such recreational program or as promotional material for the District. My name, voice, signature, photograph, or likeness may be used or incorporated for an unlimited period of time. I further understand and acknowledge that I have no right to any compensation for the use of my name, voice, signature, photograph, or likeness.

The undersigned applicant acknowledges that he/she has read, understands and fully agrees to the above:

Date _____ Applicant's Signature _____



VOLUNTEER ACKNOWLEDGMENT FORM

I hereby acknowledge that I have received training as to how to safely complete the tasks required by volunteers of the District.

I hereby further acknowledge that I am not an employee of the District, but that I am covered under the Agency's workers' compensation plan since the District has adopted a resolution extending workers' compensation coverage to certain volunteers in specified categories pursuant to Labor Code Section 3363.5.

As a volunteer who is covered under the District's workers' compensation plan, I expressly agree and acknowledge that workers' compensation is my exclusive remedy for any injury suffered while performing said volunteer duties, and that I cannot and will not seek to bring any other claim or actions of any type whatsoever against the District, its employees, officers, agencies, other volunteers and officials.

Date: _____

Signature: _____

Print Name: _____

Parent or Guardian Signature (if minor):

BACKGROUND QUESTIONNAIRE

**APPLICANT OR VOLUNTEER BEING CONSIDERED FOR
A POSITION HAVING SUPERVISORY AUTHORITY OVER MINORS**

Section 5164 of the Public Resources Code of the State of California prohibits the Desert Recreation District from hiring a person for employment at, or hiring a volunteer to perform services at, any of its parks, playgrounds or recreational centers used for recreational purposes in a position having supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes under the California Penal Code. Section 5164 also authorizes the Desert Recreation District to screen any such prospective employee or volunteer for his or her criminal background. In light of your interest in being hired by the Desert Recreation District for employment at, or being hired as a volunteer to perform services at, any of its parks, playgrounds or recreational centers used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, and in order to give effect to Section 5164 of the Public Resources Code of the State of California, please answer the following supplemental questions:

1. Are you willing to be fingerprinted in order that the Desert Recreation District may screen you for a criminal background?

Yes ___ No ___

2. Have you ever been convicted of violation or attempted violation of any of the statutes specified in Public Resources Code Section 5164 (copy attached), including conviction for violation or attempted violation of an offense committed outside the State of California, if the offense would have been a crime as defined in the statutes referred to if committed in California? This question does not refer to a misdemeanor conviction as defined in Part B of Attachment A (copy attached), unless you have three or more misdemeanor convictions, a felony conviction, or were incarcerated for any of those crimes listed within the preceding ten (10) year period.

Yes ___ No ___

If your answer is Yes, please describe the crime(s) of which you were convicted, the date upon which you were convicted and the jurisdiction in which you were convicted:

3. Without in any way limiting the foregoing, have you ever been convicted of any crime involving an assault with intent to commit a felony, any crime against a person involving sexual assault, any crime against public decency and good morals, disorderly conduct, annoying or molesting a child under age 18, kidnapping, robbery or carjacking?

Yes ___ No ___

If your answer is Yes, please describe the crime(s) of which you were convicted, the date upon which you were convicted and the jurisdiction in which you were convicted:

4. Are you currently released on bail or on your own recognizance for any crime?

Yes ___ No ___

If your answer is Yes, please describe the crime(s) of which you were convicted, the date upon which you were convicted and the jurisdiction in which you were convicted:

DECLARATION

I, **(Print Name)** _____, in seeking to be hired by the Desert Recreation District for employment at, or hired by the Desert Recreation District as a volunteer to perform services at, any park, playground or recreational center used by the Desert Recreation District for recreational purposes, in a position having supervisory or disciplinary authority over any minor, hereby declare under penalty of perjury that the foregoing is true and correct and that this declaration is executed at:

(City) _____, **California on (Date)** _____, **(Year)** _____.

I acknowledge and agree that should any of my answers to the foregoing questions be subsequently determined to be false and not true, the Desert Recreation District can immediately terminate my employment by it or cease allowing me to perform voluntary services, without notice.

I hereby agree to indemnify and hold harmless the Desert Recreation District, its directors, agents and employees, from any and all claims, causes of action, suits, actions, damages, losses or liability arising out of termination of my employment and/or termination of my volunteer services rendered to the Desert Recreation District which may occur should any of my answers to the foregoing questions be subsequently determined to be false and not true and/or untrue.

Applicant/Volunteer Signature

Date

Witness Signature

Date

ATTACHMENT A

PROHIBITED OFFENSES UNDER CALIFORNIA PENAL CODE

Part A

A recreation and park district shall not hire anyone for employment in a position with supervisory or disciplinary responsibility over minors (either for pay or as a volunteer) if the person has been convicted of any violation or attempted violations of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code. The offenses outlined in this subsection are:

- 220** Assault with intent to commit mayhem, rape, sodomy, oral copulation, rape in concert with another, lascivious acts upon a child, or penetration of genitals or anus with foreign object (except assault to commit mayhem)
- 261** Rape
- 261.5** Unlawful sexual intercourse with a female under age 18
- 262** Rape of spouse
- 264.1** Rape or penetration of genital or anal openings by foreign object, etc.; acting in concert by force or use of force
- 266** Inveiglement or enticement of unmarried female under 18 for purposes of prostitution; aiding and abetting; procuring a female for illegal intercourse by false pretenses
- 266c** Unlawful sexual intercourse, sexual penetration, oral copulation, or sodomy; consent procured by false or fraudulent representations with intent to create fear
- 266h(b)** Pimping a minor
- 266i** Pandering a minor
- 266j** Procurement of child under age 16 for lewd or lascivious acts
- 267** Abduction of person under 18 for purposes of prostitution
- 269** Aggravated sexual assault of a child
- 272** Causing, encouraging or contributing to the delinquency of persons under 18 years
- 273a** Willful cruelty or unjustifiable punishment of child; endangering life or health
- 273.d** Corporal punishment or injury of a child
- 273.5** Corporal injury of spouse or cohabitant of opposite sex
- 285** Incest
- 286** Sodomy
- 286.5** Sexually assaulting an animal
- 287** Sodomy
- 288.5** Continuous sexual abuse of a child

- 288** Lewd or lascivious acts with child under 14
- 288a** Unlawful oral copulation
- 288.2** Harmful matter sent with intent of seduction of minor (FELONY ONLY)
- 289** Genital or anal penetration with a foreign object
- 311.1** Sent or brought into state for sale or distribution; possessing, preparing, publishing, producing, developing, duplicating, or printing within state; matter depicting sexual conduct by minor.
- 311.2** Sending, receiving, printing, exhibiting, distributing materials depicting sexual conduct by a minor
- 311.3** Depicting by film, photograph, videotape, etc., sexual conduct by a person under 14
- 311.4** Employment of a minor to perform prohibited acts
- 311.10** Advertising for sale or distribution of materials depicting a person under age 18 engaging in or simulating sexual conduct
- 311.11** Possession or control of material depicting a person under 14 engaging in or simulating sexual conduct
- 314** Lewd or obscene conduct, indecent exposure, obscene exhibition
- 647a** Engaging in or lewd or dissolute conduct in a public place or in any place open to the public
- 647d** Loitering in or about a public toilet for the purpose of engaging in or soliciting a lewd or lascivious or unlawful act
- 647.6** Annoying or molesting a child under 18

This section also includes anyone committed as a mentally disordered sex offender under the Welfare and Institutions Code.

Part B

A recreation and park district shall not hire (either for pay or as a volunteer) anyone for employment in a position with supervisory or disciplinary responsibility over minors if the person has been convicted of any felony or misdemeanor specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 (if a deadly or dangerous weapon was used, as provided in subsection (b) of Section 12022), Section 217.1 or Section 236 of the Penal Code, any offense specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or any offense specified in subdivision (c) of Section 667.5 of the Penal Code within ten years of the date of the employer's request.

If the conviction for any specified felony is over ten (10) years old, then a recreation and park district shall not hire (either for pay or as a volunteer) anyone for employment in a position with supervisory or disciplinary responsibility over minors if the person has been incarcerated for the offense within ten (10) years of the date of the request.

No record of a misdemeanor conviction will be transmitted, unless the person has a total of three (3) or more misdemeanor convictions, or a combined total of three (3) or misdemeanor and felony convictions, or has been incarcerated for any violation in this section within the preceding ten (10) years.

207 – 210 (+ 12022) Kidnapping

211 (+12022) Robbery

- 215 (+12022)** Carjacking
Section 207-210, 211 and 215 apply only if accompanied by a concurrent finding under Section 12022 that a deadly or dangerous weapon was used in the commission of the crime.
- 217.1** Assault on public official
- 236** False imprisonment
- 237** False imprisonment
- 240** Assault
- 241.1** Assault upon custodial officer
- 241.2** Assault on school property
- 241.3** Assault against transportation personnel or passenger
- 241.4** Assault on peace officer of school district
- 241.7** Assault against jurors
- 242** Battery
- 243.1** Battery against custodial officer in performance of duties
- 243.2** Battery on school property
- 243.3** Battery against transportation personnel or passenger
- 243.4** Sexual battery
- 243.5** Assault or battery on school property
- 243.6** Assault or battery on process server
- 243.7** Battery against jurors
- 244** Assault with caustic chemicals
- 244.5** Assault with stun gun or laser
- 245** Assault with deadly weapon or force likely to produce great bodily injury
- 244.2** Assault with deadly weapon or force likely to produce great bodily injury on transportation personnel or passenger
- 245.3** Assault with deadly weapon or force likely to produce great bodily injury on custodial officer
- 246** Shooting at inhabited dwelling house, occupied building or vehicle, or inhabited house, car or camper
- 247** Shooting at unoccupied aircraft or motor vehicle
- 247.7** Discharge of laser at aircraft
- 667.5** Sentencing enhancements for various crimes of violence

Public Resource Code 5164

(a) (1) A county or city or city and county or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county or city or city and county or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, if that person has been convicted of any offense specified in paragraph (2).

(2) (A) Violations or attempted violations of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code.

(B) Any felony or misdemeanor conviction specified in subparagraph (C) within 10 years of the date of the employer's request.

(C) Any felony conviction that is over 10 years old, if the subject of the request was incarcerated within 10 years of the employer's request, for a violation or attempted violation of any of the offenses specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, any of the offenses specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or any of the offenses specified in subdivision (c) of Section 667.5 of the Penal Code, provided that no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor convictions, or a combined total of three or more misdemeanor and felony convictions, for violations listed in this section within the 10-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding 10 years.

(b) (1) To give effect to this section, a county or city or city and county or special district shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of any offense specified in subdivision (a). The county or city or city and county or special district shall screen, pursuant to Section 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over any minor, for that person's criminal background.

(2) Any local agency requests for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. No fee shall be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

**DISCLOSURE AND AUTHORIZATION REGARDING BACKGROUND INVESTIGATION
FOR VOLUNTEER PURPOSES**

Disclosure

Desert Recreation District (the “Company”) may request from a consumer reporting agency and for employment-related purposes, a “consumer report(s)” (commonly known as “background reports”) containing background information about you in connection with your employment, or application for employment, or engagement for services (including independent contractor or volunteer assignments, as applicable).

HireRight, LLC (“HireRight”) will prepare or assemble the background reports for the Company. HireRight is located and can be contacted at 3349 Michelson Drive, Suite 150, Irvine, CA 92612, (800) 400-2761, www.hireright.com.

The background report(s) may contain information concerning your character, general reputation, personal characteristics, mode of living, or credit standing. The types of background information that may be obtained include, but are not limited to: criminal history; litigation history; motor vehicle record and accident history; social security number verification; address and alias history; credit history; verification of your education, employment and earnings history; professional licensing, credential and certification checks; drug/alcohol testing results and history; military service; and other information.

Authorization

I hereby authorize Desert Recreation District to obtain the consumer reports described above about me.

Applicant Name _____

Applicant Signature _____

Date _____

Applicant Email Address _____

**OTHER DISCLOSURES, ACKNOWLEDGMENTS & AUTHORIZATIONS REGARDING
BACKGROUND INVESTIGATION FOR EMPLOYMENT PURPOSES**

Disclosures

Investigative Consumer Report:

Desert Recreation District (the “Company”) may request an investigative consumer report about you from HireRight, LLC (“HireRight”), a consumer reporting agency, in connection with your employment, or application for employment, or engagement for services (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 which is checking personal or professional references 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, mode of living, or credit standing. You may request more information about the nature and scope of an investigative consumer report, if any, by contacting the Company.

Ongoing Authorization:

If the Company hires you or contracts for your services, the Company may obtain additional consumer reports and investigative consumer reports about you without asking for your authorization again, throughout your employment or your contract period, as allowed by law.

Additional State Law Notices:

Please see the “Additional State Law Notices” for California, Massachusetts, Minnesota, New Jersey, New York, and Washington that are provided below, as applicable. A California disclosure and summary of your rights under California Civil Code Section 1786.22, and a copy of New York Article 23-A, are being provided to you separately.

Summary of Rights under the Fair Credit Reporting Act:

A summary of your rights under the Fair Credit Reporting Act is being provided to you separately.

San Francisco Fair Chance Ordinance Official Notice:

A copy of the San Francisco Fair Chance Ordinance Official Notice is being provided to you separately.

HireRight Privacy Policy:

Information about HireRight’s privacy practices is available at www.hireright.com/Privacy-Policy.aspx.

Acknowledgments & Authorization

I acknowledge that I have received and carefully read and understand the separate "Disclosure and Authorization Regarding Background Investigation for Employment Purposes"; and the separate "Summary of Rights under the Fair Credit Reporting Act" that have been provided to me by the Company. I also acknowledge receipt of and that I have carefully read and understand (as applicable), the separate California Disclosure and Summary of Rights under California Civil Code Section 1786.22; the separate New York Article 23-A; and the separate San Francisco Fair Chance Ordinance Official Notice that have been provided to me.

By my signature below, I authorize the preparation of background reports about me, including background reports that are "investigative consumer reports" by HireRight, and to the furnishing of such background reports to the Company and its designated representatives and agents, for the purpose of assisting the Company in making a determination as to my eligibility for employment or engagement for services (including independent contractor or volunteer assignments, as applicable), promotion, retention or for other lawful employment purposes. I understand that if the Company hires me or contracts for my services, my consent will apply, and the Company may, as allowed by law, obtain from HireRight (or from a consumer reporting agency other than HireRight) additional background reports pertaining to me, without asking for my authorization again, throughout my employment or contract period.

I understand that if the Company obtains a credit report about me, then it will only do so where such information is substantially related to the duties and responsibilities of the position in which I am engaged or for which I am being evaluated.

I understand that information contained in my employment (or contractor or volunteer) application, or otherwise disclosed by me before or during my employment (or contract or volunteer assignment), if any, may be used for the purpose of obtaining and evaluating background reports on me. I also understand that nothing herein shall be construed as an offer of employment or contract for services.

I understand that the information included in the background reports may be obtained from private and public record sources, including without limitation and as appropriate: government agencies and courthouses; educational institutions; and employers. Accordingly, I hereby authorize all of the following, to disclose information about me to the consumer reporting agency and its agents: law enforcement and all other federal, state and local government agencies and courts; educational institutions (public or private); testing agencies; information service bureaus; credit bureaus and other consumer reporting agencies; other public and private record/data repositories; motor vehicle records agencies; my employers; the military; and all other individuals and sources with any information about or concerning me. The information that can be disclosed to the consumer reporting agency and its agents includes, but is not limited to, information concerning my: employment and earnings history; education, credit, motor vehicle and accident history; drug/alcohol testing results and history; criminal history; litigation history; military service; professional licenses, credentials and certifications; social security number verification; address and alias history; and other information.

By my signature below, I also promise that the personal information I provide with this form or otherwise in connection with my background investigation is true, accurate and complete, and I understand that dishonesty or material omission may disqualify me from consideration for employment. I agree that a copy of this document in faxed, photocopied or electronic (including electronically signed) form will be valid like the signed original. I further acknowledge that I have received additional state law notices that I have reviewed and read.

California, Minnesota or Oklahoma consumers: Please check this box if you would like to receive (whenever you have such right under the applicable state law) a free copy of your background report if one is obtained on you by the Company.

Additional State Law Notices

Please also note the following:

CALIFORNIA: Pursuant to section 1786.22 of the California Civil Code, you may view the file maintained on you by the consumer reporting agency during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the actual copying costs, by appearing at the consumer reporting agency's offices in person, during normal business hours and on reasonable notice, or by certified mail. You may also receive a summary of the file by telephone, upon submitting proper identification and written request. The consumer reporting agency has trained personnel available to explain your file to you, including any coded information, and will provide a written explanation of any coded information contained in your file. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. "Proper identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. If you cannot identify yourself with such information, the consumer reporting agency may require additional information concerning your employment and personal or family history to verify your identity.

HireRight, LLC ("HireRight") will prepare the background report for the Company. HireRight is located and can be contacted at 3349 Michelson Drive, Suite 150, Irvine, CA 92612, (800) 400-2761. Information about HireRight's privacy practices is available at www.hireright.com/Privacy-Policy.aspx.

Additional California-specific information is set out below.

Applicant Last Name _____ First _____ Middle _____

Applicant Signature _____ Date _____

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

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 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 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).
- 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.

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>1. 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>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 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>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. 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>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land 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>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>

CALIFORNIA DISCLOSURE

The Company may order an investigative consumer report on you in connection with your employment, or application for employment, or engagement for services (including independent contractor or volunteer assignments, as applicable), and if you are hired, or if you already work for the Company, the Company may order additional such reports on you for employment purposes. Such reports may contain information about your character, general reputation, personal characteristics, and mode of living. The types of background information that may be obtained include, but are not limited to: criminal history; litigation history; motor vehicle record and accident history; social security number verification; address and alias history; credit history (but credit history will be obtained only after a separate, credit-specific disclosure has been provided to you in accordance with CA Civil Code § 1785.20.5 and CA Labor Code § 1024.5); verification of your education, employment and earnings history (to the extent allowed by applicable law); professional licensing, credential and certification checks; drug/alcohol testing results and history; military service; and other information.

The investigative consumer reporting agency, HireRight, LLC (“HireRight”), will prepare the background report for the Company. HireRight is located and can be contacted at 3349 Michelson Drive, Suite 150, Irvine, CA 92612, (800) 400-2761, www.hireright.com. Information about HireRight’s privacy practices is available at www.hireright.com/Privacy-Policy.aspx.

A SUMMARY OF YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1786.22

- (a)** An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b)** Files maintained on a consumer shall be made available for the consumer’s visual inspection, as follows:
- (1)** In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
 - (2)** By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
 - (3)** A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c)** The term “proper identification” as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver’s license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer’s employment and personal or family history in order to verify his identity.
- (d)** The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
- (e)** The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f)** The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer’s file in such person’s presence.

Desert Recreation District – Volunteer Program Application and Waiver

WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO
SUE

I, _____(FULL NAME), fully understand that my participation as a volunteer for the Desert Recreation District may expose me to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily participating in the Volunteer Program, and agree to assume any such risks.

I hereby release, discharge and agree not to sue Desert Recreation District for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the Volunteer Program from whatever cause, including the active or passive negligence of Desert Recreation District or any other participants in the program. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the Volunteer Program, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless Desert Recreation District from any and all claims, demands actions or suits arising out of or in connection with my participation in the class.

I further waive, release, and discharge any and all claims for damages, personal injury, including risk of exposure to communicable diseases, death or property damage (whether to me or to third parties and including but not limited to attorneys' fees and costs) which I may have, or which may hereafter accrue to me, against the DRD, its officers, agents or employees, as a result of my participation in said program. This release is intended to discharge in advance the DRD and its officers, employees, and agents from any and all liability, claims, demands, obligations or costs, arising or alleged to arise out of or connected in any way with my participation in said program, even though that liability may arise out of negligence or carelessness on the part of the person or entities mentioned above. It is understood that this program involves an inherent element of risk and danger of accidents or injury and knowing those risks, I hereby voluntarily assume those risks and state that I am physically able to participate in such program. I indemnify and hold harmless the DRD and its officers, agents and employees from any liability, loss, damage, cost or expense which they may incur as a result of personal injury and/or any property damage arising or alleged to arise from my participation in such program. This agreement, waiver, release and assumption of risk shall bind on my heirs and assigns.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Date

Signature