

PLEASE HAVE THIS FORM NOTARIZED

**HSPD WAIVER, RELEASE OF ALL CLAIMS & WAIVER OF RIGHT TO INSPECT
BACKGROUND INVESTIGATION**

I, _____, am applying for a position at the HOT SPRINGS POLICE DEPARTMENT (HSPD). I understand that, in order to gauge my fitness for the position, the HSPD must conduct a thorough and complete background investigation. I understand that, to facilitate a thorough and complete background investigation and to ensure complete candor on the part of those providing the necessary information, I must:

- A) consent to HSPD's conducting the background investigation;
- B) waive any and all claims I might otherwise have against those individuals who cooperate and provide information to the HSPD, and;
- C) waive my right to review any portion of my background investigation.

WHEREFORE

I, _____, for and in consideration of HSPD's consideration of my application, do hereby specifically authorize the HSPD to conduct a thorough and complete background investigation on me for the purpose of gauging my fitness for the position and, further, I do hereby waive, release and forever relinquish any and all claims and causes of action against the HSPD and/or any of its officials or employees that may otherwise accrue to me as a result of HSPD's conducting the investigation. I understand that, in the event I suffer any injury of any kind as a result of the HSPD's conducting of this background investigation, I am herein forfeiting any and all right to bring legal action against or seek redress in the courts from HSPD or any of its officials or employees, even if such injury or harm occurs as a direct result of their negligence or any other failure on their part to satisfy any duty owed me.

Initial _____

And, also for and in consideration of HSPD's consideration of my application, I do hereby specifically authorize, request and direct any individual, including but not limited to my family, friends, neighbors (past or present), and acquaintances (past or present), my employers (past or present), my references, educational institutions of any kind, credit bureaus or consumer reporting agencies, medical institutions or doctors, or any other person, institution, organization or governmental agency or instrumentality (local, state, federal, military, or foreign), wherever situated, to completely and thoroughly answer any and all questions concerning me posed by any official or employee of the HSPD and to provide to the HSPD, or any of its officials or employees, any requested document, information, record or file concerning me. I do hereby waive, release and forever relinquish any and all claims and causes of action against any such individual that may accrue to me as a result of the individual's cooperation with the conducting of the background investigation or release of information to the HSPD or any of its officials or employees. I understand that, in the event I suffer any injury of any kind as a result of the individual's cooperation with the conducting of the background investigation or release of information to the HSPD, I am herein forfeiting any and all right to bring legal action against or

seek redress in the courts from the individual, even if such injury or harm occurs as a direct result of the individual's negligence or any other failure on the individual's part to satisfy any duty owed me.

And, also for and in consideration of the HSPD's consideration of my application, recognizing that complete candor on the part of those from whom information is sought is ensured only by maintaining the confidentiality of a complete background investigation, I do hereby waive, release and forever relinquish any right I might otherwise have pursuant to Arkansas's Freedom of Information Act, Ark. Code Ann 24-19-101, et. seg., to review and/or copy the background investigation completed on me or any part thereof.

A copy of this Waiver and Release shall be deemed as effective as the original.

Initial _____

For purposes of conducting the background investigation and gathering the information necessary to gauge my fitness, this Waiver and Release shall be effective for a period of one (1) year from the date of my execution hereof. My waiver of the right to review and copy the background investigation is perpetual.

This Waiver and Release of All Claims is intended to be as broad and inclusive as permitted by the Laws of the State of Arkansas and, if any portion hereof is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect. My spouse (if any), heirs and legal representative, and any and all successors and assigns, are bound by the terms of this Waiver and Release of All Claims. This Waiver contains the entire agreement between the parties hereto and its terms are contractual and are not a mere recital.

Initial _____

I have carefully read the above and foregoing Waiver and Release in its entirety. I know and understand the contents thereof and do, of my own free will, sign this Waiver and Release indicating my specific agreement to any and all terms.

X

Applicant and date

X

Witness Signature and date

Do Not Write Below This Line

SUBSCRIBED AND SWORN before me on this _____ day of _____, 20_____

X

Notary Public and date

My Commission Expires: _____