

## **SILVER BEAR SWIM SCHOOL Employment Application**

8755 Technology Way Reno, NV 89521 775.852.0550

Personal Info	ormation								
Name	(Last)	(First)		(Middle)					
Home Address		(City)		(State)	(Zip)				
Home Phone	Work Pho	one C	ell Phone		Email Address				
Social Security #	( )		Position	you are applying f	or:				
Date available to start work:  Shifts you are interested in working: circle all that apply Full-time Part-time Summer									
If you are under the age of 18, please state your date of birth:									
Have you ever we	orked for Silver B	ear Swim School?	[ ] Yes	[ ] No					
If Yes, please list	dates and position	on:							
Have you ever pl	ed guilty, or no co	ontest to, or been con	nvicted of a felo	ony or misdemean	or? [ ] Yes [ ]	No			
If Yes, please give the date(s) and details:									
Have you been arrested for any matters for which you are out on bail or on your own recognizance pending trial? [] Yes [] No									
If Yes, please give the date(s) and details:									
Days and ho	urs available	for work:							
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		Sunday		
From:	From:		rom:	From:	From:	From:	·		
To:	To:	То: 1	Го:	To:	То:	To:			
E boordon									
Education:	Mana a 11		Da /-		# = \$ = = = 11 = =	ld	One diversion data		
Type of School	Name and I	ocation of school	Degree/a	area of study	# of years atter	iaea	Graduation date		
High School									
College									
Graduate School									
Other									

Special Skills  Please list any training, skills or certifications which may be relevant to the position for which you are applying							
		1	, , , , , ,				
Please list addi	itional academic honors, athletic achieve	ement etc.:					
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	nt History: please list your empl						
	all periods of time including militand supply business references.			seii-empioyea, give			
Dates	Name and address of employer	Position and duties	Salary/Wages	Reason for leaving			
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From: To:			Start: Final:				
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Deferences DI	ages do not list relatives. If you are a street	dont plogo provide to set o	w references				
	ease do not list relatives. If you are a stu			Telephone number			
References: Ple Name		ident, please provide teache Years known	Relationship to reference	Telephone number			
				Telephone number			

3.

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Do you have any experience working with children? If so, please explain.
Do you have any experience working in customer service? If so, please explain.
Are you currently working full-time or in school? Please describe a typical day.
Why do you want to work at Silver Bear Swim School?
Applicant Acknowledgement:  I CERTIFY THAT ALL OF THE INFORMATION SI HAVE PROVIDED ON THIS APPLICATION IS TRUE AND ACCURATE.
Signature: Date:

## **Applicant's Statement & Agreement**

**Applicant Questions:** 

In the event of my employment to a position at Silver Bear Swim School, I will comply with all rules and regulations of the Company. I understand that Silver Bear Swim School reserves the right to require me to submit to a physical examination and a test for the presence of drugs in my system prior to employment and at any time during my employment, to the extent permitted by law. I consent to the disclosure of the results of any physical examination and related tests to the Company. I understand that should I decline to sign this consent or decline to take any of the above tests, my application for employment may be rejected or my employment may be terminated.

I understand that Silver Bear Swim School may investigate my criminal record. I further understand that the Company may contact my previous employers and I authorize those employers to Silver Bear Swim School all records and information pertinent to my employment with them. In addition to authorizing the release of any information regarding my employment, I hereby fully waive any rights or claims I have or may have against my former employers, their agents, employees and representatives, as well as other individuals who release information to Silver Bear Swim School, and release them from any and all liability, claims, or damages that may directly or indirectly result from the use, disclosure, or release of any such information by any person or party, whether such information is favorable or unfavorable to me. I authorize the persons named herein as personal references to provide Silver Bear Swim School with any pertinent information they may have regarding myself.

I also acknowledge that Silver Bear Swim School promotes a voluntary system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits which private binding arbitration can provide both Silver Bear Swim School and myself, I voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the Nevada Fair Employment Practices Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between myself and Silver Bear Swim School arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under Workers' Compensation, and Unemployment Compensation claims filed with the state) shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the Uniform Arbitration Act as adopted in the Nevada Revised Statutes 38.015 et seq. I also agree to pursue my claims individually and not a part of any class. However in addition to requirements imposed by law, any arbitrator herein shall be a retired Nevada or California District Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in United States District

Courts, the following shall apply and be observed: all rules of pleading, discovery, and evidence (including the right to resolution of the dispute by means of motions for summary judgment and judgment on the pleadings). Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged. As reasonably required to allow full use and benefit of this agreement, the arbitrator shall extend the times set for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification, following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the Supreme Court of Nevada of a civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable it shall be severed and the remainder of this agreement shall be enforceable. I understand that by voluntarily agreeing to this binding arbitration provision, both I and the Company give up our rights to trial by jury.

I further understand that this voluntary alternative dispute resolution program covers claims of discrimination or harassment under Title VII of the Civil Rights Act of 1964, as amended.

I hereby state that all the information that I provided on this application or any other documents filled out in connection with my employment, and in any interview is true and correct. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any such information is later found to be false or incomplete in any respect, I may be dismissed. I understand if selected for hire, it will be necessary for me to provide satisfactory evidence of my identity and legal authority to work in the United States, and that federal immigration laws require me to complete an I-9 Form in this regard.

If hired, I agree as follows: my employment and compensation is terminable at-will, is for no definite period, and my employment and compensation may be terminated by Silver Bear Swim School at any time and for any reason whatsoever, with or without good cause at the option of either the Company or myself. No implied, oral, or written agreements contrary to the express language of this agreement are valid unless they are in writing and signed by the President of the Company (or majority owner or owners if Company is not a corporation). No supervisor or representative of the Company, other than the President of the Company (or majority owner or owners if Company is not a corporation), has any authority to make any agreements contrary to the foregoing. This agreement is the entire agreement between Silver Bear Swim School and the employee regarding the rights of the Company or employee to terminate employment with or without good cause, and this agreement takes the place of all prior and contemporaneous agreements, representations, and understandings of the employee and the Company.

I hereby acknowledge that I have read the above statements	and understand the same.
Signature:	Date :