

For DIHQ Use Only:		
RECEIVED DATE	PROCESSED DATE	NOTIFICATION DATE

2023-24 Background Check Group Waiver Request



Hold Harmless & Indemnification Agreement for School Districts & Organizations

This agreement form is intended for a school, district or organization wishing to waive background check fees for and accept responsibility for the actions of all Destination Imagination Team Managers for any and all teams that it sponsors. **California Team Managers are not eligible for a group waiver.** Email your completed form to askDI@dihq.org. The subject line should read "Background Check Waiver". You may also **fax your completed form to 856-881-3596**. You will receive a response within 5-10 business days. Approved waivers will be returned and notated as such for your records. Please fill out this form in its entirety. Incomplete forms will not be considered.

If you need assistance with completing your agreement form, please contact askdi@dihq.org.

PART I: SCHOOL/DISTRICT/ORGANIZATION INFORMATION

School/District/Organization Name:					
Address:					
City:		State:		Zip:	
Point of Contact (first and last name):				Role/Position:	
Phone Number:				Email:	

PART II: AGREEMENT

WHEREAS, SCHOOL/DISTRICT/ORGANIZATION listed at the top of this agreement has an existing and ongoing relationship with Destination Imagination, Inc. ("DI") whereby School/District/Organization purchases team memberships (known as Team Numbers) to participate in DI's Team Challenge Experience.

WHEREAS, DI requires Team Managers in the United States to submit to a criminal background check to be performed on behalf of DI, by DI's chosen third-party company.

WHEREAS, School/District/Organization is seeking a waiver of DI's requirement because School/District/Organization contracts its own third-party company to conduct criminal background checks of all employees and non-employee volunteers serving as Destination Imagination Team Managers listed in Part III of this Waiver Request.

WHEREAS, DI has agreed to the following waiver of its criminal background check requirement under only the following specific conditions:

WAIVER

School/District/Organization represents that the criminal background checks being performed for it and on its behalf are comparable to the criminal background checks performed for and on behalf of DI. School/District/Organization specifically represents that each criminal background check performed on its behalf has the following characteristics:

- Social Security Number Trace (name/address history)
- Nationwide Criminal Database Search with Primary Source Validation
- DOJ National Sex Offender Registry (NSOPW) (all names used within last 7 years)
- Current county or state of residence criminal record search
- Fingerprinting **and/or** Annual updating (at minimum) using Nationwide Database and Sex Offender Registry (for one year)

DI will waive School/District/Organization's obligation to pay for criminal background checks to be performed on behalf of DI for all Team Managers on the express conditions that School/District/Organization represents that it has already obtained a criminal background check with the above-stated characteristics for each Team Manager. Upon receipt and review of this completed waiver request, DI will manually mark each individual's account as ELIGIBLE within DI's online Resource Area. Team Managers included herein will be considered ELIGIBLE for the current Challenge season only. Team Managers must be assigned to a Team Number/Team Numbers in order to be marked ELIGIBLE.

INDEMNIFICATION AND HOLD HARMLESS

School/District/Organization further agrees to indemnify and to forever hold DI harmless to the extent the law will allow, and to defend, and assume the costs of defense of DI, against any and all claims which may be made against DI that in any way relate to this waiver of its contractual right to obtain a criminal background check through DI's chosen third-party and to rely upon the criminal background check(s) obtained by School/District/Organization. The indemnification and hold harmless agreement given by School/District/Organization to DI further applies to any and all claims made by anyone that in any way relate to the individual Team Manager(s) for that School/District/Organization and/or the representation that the School/District/Organization conducted a criminal background check and/or the accuracy of the School District's criminal background check.

School/District/Organization agrees to be responsible for all attorneys' fees actually incurred to the extent the law will allow by DI in enforcing this indemnification and hold harmless agreement including all attorneys' fees incurred in having to defend any action filed by anyone for which this indemnification and hold harmless should apply.

All parties state that we have carefully read the foregoing agreement to and know the contents thereof and we sign the same as our own free act.

Signature	Printed Name	Date

PART III: TEAM MANAGER LIST (SEE PAGE 2)

