

VITALITY UNLIMITED

APPLICATION FOR EMPLOYMENT

Date: _____

Location: Elko Out-patient Office located in which city? _____

Position Desired: _____ Part time Full time

Name _____
(Print) Last First Middle

Present Address _____
Street and Number City State Zip How long have you lived there? _____
Years Months

Previous Address _____
Street and Number City State Zip How long did you live there? _____

Telephone No. _____ Social Security No. _____

Have you ever worked for this Company before? Yes No

If yes, please give dates and position: _____

YOU ARE APPLYING FOR EMPLOYMENT WITH A BUSINESS THAT IS REQUIRED BY COMPANY POLICY AND STATE REGULATIONS TO ASK THE FOLLOWING QUESTIONS:

Have you ever been charged, pled guilty, or no contest to, or been convicted of a felony, gross misdemeanor or misdemeanor?
 Yes No

If yes, please give the date(s) and details: _____

Have you ever been charged, pled guilty, or no contest to, or been convicted of a crime of a sexual nature?
 Yes No

If you answered "yes" to either of the above questions, are you currently on probation or parole and for how long? If yes, please state why you are on probation or parole, the crime(s), the state in which you were placed on probation or parole:

Have you been arrested for any offenses 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:

Have you ever been in treatment for any substance abuse addiction? If so, how long have you been in recovery? Do you maintain abstinence from alcohol and other drugs of abuse?
 Yes No

If yes, please give the date(s) and details:

NOTE: Answering "yes" to these questions does not constitute an automatic "no" to employment. Each case will be individually reviewed.

RECORD OF PREVIOUS EMPLOYMENT:

Please list the names of your present or previous employers in chronological order with present or last employer listed first. Be sure to account for all periods of time including military service and any period of unemployment. If self-employed, give firm name and supply business references. [Add additional page if necessary]

Present or Last Employer Address City, State, Zip Code Telephone	<u>Employed</u> From (mo/yr) To (mo/yr)	<u>Pay</u> Start \$ Final \$	<u>Your Title or Position</u> <u>Name and Title of Last Supervisor</u>	<u>Exact Reason For Leaving</u>
Present or Last Employer Address City, State, Zip Code Telephone	<u>Employed</u> From (mo/yr) To (mo/yr)	<u>Pay</u> Start \$ Final \$	<u>Your Title or Position</u> <u>Name and Title of Last Supervisor</u>	<u>Exact Reason For Leaving</u>
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Have you ever been terminated or asked to resign from any job? Yes No

If Yes please explain circumstances: _____

Please explain fully any gaps in your employment history: _____

May we contact your current employer? Yes No. If No, please explain: _____

Please indicate any actual experience, special training and qualifications that you have which you feel are relevant to the position for which you are applying. _____

Have you ever used another name? Yes No

Is any additional information relative to change of name, use of an assumed name, or nickname necessary to enable a check on your work and educational record? If yes, please explain:

If hired, can you furnish proof that you are over 21 years of age? Yes No

Are you capable of satisfactorily performing the essential job duties required of the position for which you are applying? Yes No

Do you have adequate transportation to and from work? Yes No

How many days of work have you missed in the last three years due to reasons other than paid holidays and vacation?

YEAR NUMBER OF DAYS

YEAR NUMBER OF DAYS

YEAR NUMBER OF DAYS

EDUCATION

School Name	Years Completed (Circle)	Diploma/Degree	Describe Course of Study or Major	Describe Specialized Training, Experience, Skills and Extra-Curricular Activities
Elementary:	4 5 6 7 8			
High School:	9 10 11 12			
College/University:	1 2 3 4			
Graduate/Professional:	1 2 3 4			
Trade or Correspondence:				
Other:				

PROFFESIONAL REFERENCES

Please list former employers, supervisors, co-workers -- **not** relatives

Name	Occupation	Address (Street, City and State)	Telephone Number	Number of Years Known

******DUE TO THE NATURE OF OUR BUSINESS, ALL PERSPECTIVE EMPLOYEES MUST HAVE A THOROUGH BACKGROUND CHECK COMPLETED INCLUDING FINGERPRINT CARDS PRIOR TO AN OFFER OF EMPLOYMENT. DUE TO THE TIME FRAME IN RECEIVING FINGERPRINT RESULTS, A PRIOR OFFER OF EMPLOYMENT MAY BE WITHDRAWN IF FINGERPRINT RESULTS DISCLOSE ANY RECORD(S) THAT ARE DEEMED UNACCEPTABLE FOR EMPLOYMENT BY VITALITY UNLIMITED.**

THIS APPLICATION WILL BE CONSIDERED ACTIVE FOR A MAXIMUM OF SIX (6) MONTHS. IF YOU WISH TO BE CONSIDERED FOR EMPLOYMENT AFTER THAT TIME, YOU MUST REAPPLY.

I CERTIFY THAT ALL OF THE INFORMATION THAT I HAVE PROVIDED ON THIS APPLICATION IS TRUE AND ACCURATE.

Applicant Name (printed)

Applicant Signature

Date: _____

APPLICANT'S STATEMENT & AGREEMENT

In the event of my employment to a position for Vitality Unlimited, I will comply with all of its rules and regulations. I understand that Vitality Unlimited reserves the right to require me to submit to 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 also understand that any offer of employment may be contingent upon the passing of a physical examination and a test for the presence of alcohol or drugs in my system. Further, I understand that at any time after I am hired, Vitality Unlimited may require me to submit to a physical examination or an alcohol or drug test, to the extent permitted by law. I consent to the disclosure of the results of any physical examination and related tests to Vitality Unlimited. I also understand that I may be required to take other tests such as personality, honesty, typing or computer skills, depending on the position for which I have applied prior to employment and during my employment. 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 bonding may be a condition of hire. If it is, I will be so advised either before or after hiring and a bond application will have to be completed.

I understand that Vitality Unlimited may require evidence of my driving record and will make a thorough background check of my criminal record and that an investigative consumer report may be prepared whereby information is obtained through oral interviews with my personal and professional references. This inquiry includes information as to my character, general reputation, personal characteristics and work skills. I understand that I have the right to make a written inquiry within a reasonable period of time to receive additional detailed information about the nature and scope of this information. I also understand that state law prohibits Vitality Unlimited from providing my fingerprint results to anyone including myself. I further understand that Vitality Unlimited may contact my previous employers and I authorize those employers to disclose to Vitality Unlimited 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 Vitality Unlimited, 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 Vitality Unlimited with any pertinent information they may have regarding me.

I also acknowledge that Vitality Unlimited 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 (such as reduced expense and increased efficiency) which private binding arbitration can provide both Vitality Unlimited 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 Vitality Unlimited (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with Vitality Unlimited, 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 Worker's 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 VITALITY UNLIMITED 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 Vitality Unlimited (employer) at any time and for any reason whatsoever, with or without good cause at the option of either Vitality Unlimited 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 Chief Executive Officer of Vitality Unlimited. No supervisor or representative of Vitality Unlimited, other than the Chief Executive Officer of Vitality Unlimited has any authority to make any agreements contrary to the foregoing. This agreement is the entire agreement between Vitality Unlimited and the employee regarding the rights of Vitality Unlimited 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 Vitality Unlimited.

If you have any questions regarding this statement, please ask the Human Resources Coordinator before signing. I hereby acknowledge that I have read the above statements and understand the same.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT & AGREEMENT

Applicant Name (printed)

Applicant signature

Date: _____