**Authorizations; Arbitration; Releases & At-Will Employment Agreement**

#### Please Read Carefully, Initial Each Paragraph, Then Sign and Date Below.

\_\_\_\_\_ I hereby certify that I have not knowingly withheld any information that might adversely affect my chances for employment and that the answers given by me are true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I declare that the information provided in this employment application is true and complete and I understand that any false information or significant omissions made by me on this application or other required documents may disqualify me from further consideration for employment and may be justification form my dismissal from employment if discovered at a later date.

\_\_\_\_\_ I hereby authorize the company to make an investigation of all information contained in this employment application and to thoroughly investigate my references, work record, education, credit report, motor vehicle driving record, any other investigative report deemed necessary through various third party sources, and any other matters related to my suitability for employment and, further, authorize the references I have listed to disclose to the company any and all letters, reports and other information related to my work records, without giving me prior notice of such disclosure. In addition, I hereby release the company, my former employers and all other persons, corporations, partnerships and associations from any and all claims, demands or liabilities arising out of or in any way related to such investigation or disclosure.

\_\_\_\_\_ I hereby agree to submit to any drug test required of me, whether prior to my employment or if employed by this company at any

time thereafter. If requested, I will take a post-job offer physical examination and my employment, in the event I receive medical

treatment for any condition, including a physical, psychological, emotional, or psychiatric condition that is job-related, I hereby

authorize the limited release and exchange of such medical information relating to my condition between the treatment provider and

a company-designated physician.

\_\_\_\_\_ No applicant will be denied employment solely on the grounds of conviction of a criminal offense. The nature of the offense, the date of the offense, the surrounding circumstances and the relevance of the offense to the position(s) applied for may, however, be considered.

\_\_\_\_\_ I agree to immediately notify this company if I should be convicted of a crime while my job application is pending or during my employment, if hired.

\_\_\_\_\_ I specifically authorize and direct my current and former employers to supply employment-related information to this company and do hereby release my current and former employers from liability for providing information to this company.

\_\_\_\_\_ Upon termination of my employment for whatever reason, I release this company from all liability for supplying any information

concerning my employment to any potential employer.

\_\_\_\_\_ The Company complies with the ADA and considers reasonable accommodation measures that may be necessary for eligible applicants/employees to perform essential functions. Hire may be subject to medical examination, and to skill and agility tests.

\_\_\_\_\_ I agree and acknowledge that the Company and I will utilize binding arbitration to resolve all disputes that may arise out of this application or otherwise arise out of the employment context.  Both the Company and I agree that any claim, dispute, and/or controversy that either I may have against the Company  (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) or the Company may have against me, arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company 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 § 38.206 *et* *seq*.  Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (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, or any other state or federal law or regulation), equitable law, or otherwise, with 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 the Nevada Workers’ Compensation Act, Nevada Employment Security Division Claims, or as otherwise required by state or federal law.  However, nothing herein shall prevent me from filing and pursuing proceedings before the Nevada Equal Rights Commission, or the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement).  Neither shall anything herein prevent the Company from pursuing equitable remedies such as injunctive relief from a Court.  In addition to any other requirements imposed by law, with respect to any disputes covered by this Agreement, the American Arbitration Association shall submit a panel of arbitrators from whom a suitable arbitrator shall be selected by the parties.   All rules of pleading, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment and judgment on the pleadings, shall apply and be observed as would otherwise be observed in the United States District Courts.  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's modifications to the Act’s procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings.  Awards shall include the arbitrator's written reasoned opinion.  I UNDERSTAND THAT BY VOLUNTARILY AGREEING TO THIS BINDING ARBITRATION PROVISION, I GIVE UP MY RIGHTS TO TRIAL BY JURY OF ANY CLAIM I MAY HAVE AGAINST THE COMPANY ARISING OUT OF MY APPLICATION FOR EMPLOYMENT OR OTHERWISE ARISING IN THE  EMPLOYMENT CONTEXT.

\_\_\_\_\_ I understand and agree that nothing contained in this application or conveyed during any interview is intended to create an employment contract between the company and me. In addition, I understand and agree that if you employ me, in consideration of my employment, my employment and compensation will be at-will, for no definite period of time, and may be terminated at any time, for any reason, or for no reason at all. I understand that only the company’s CEO is authorized to change the employment-at-will status and such a change can only be done in writing. I have read, understand, and agree to the above.

\_\_\_\_\_ I understand that the Non-Disclosure Agreement below is a material part of my employment application and that it will remain in effect in accordance with its terms whether or not I am hired by the company.

**If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable.** If you have any questions regarding this Agreement, please ask a Company representative before signing.

I hereby acknowledge that I have read, understand and agree to the above.

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE AGREEMENT AND INITIALED EACH ITEM.**

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    **SIGNATURE OF APPLICANT**                                                    **DATE**