

WAIVER AUTHORIZING DISCLOSURE OF INFORMATION AND RELEASING LIABILITY

THIS WAIVER AUTHORIZING DISCLOSURE OF INFORMATION AND RELEASING LIABILITY (“WAIVER”) IS A LEGALLY BINDING DOCUMENT REQUIRED BY THE STATE OF WISCONSIN. READ THIS WAIVER FULLY AND CAREFULLY BEFORE SIGNING.

The State of Wisconsin, pursuant to Wisconsin Statute § 165.85(4)(em), requires that when a law enforcement agency interviews a candidate for a law enforcement position who is or has been employed by another law enforcement agency, tribal law enforcement agency, jail, juvenile detention facility, or government agency, the candidate must execute a written waiver explicitly authorizing disclosure of their current and past employment files to the interviewing law enforcement agency and releasing those current and/or former employer(s) and the interviewing agency from any liability related to the disclosure and use of said employment files. This Waiver is intended to fulfill that statutory requirement. To the extent this Waiver differs from state law, state law will control.

1. **Definitions.** Terms used in this Waiver are defined as follows:
 - a. **“Employment file”** means all files relating to a person’s employment, including performance reviews, files related to job performance, internal affairs investigative files, administrative files, previous personnel applications, personnel-related claims, disciplinary actions, and all substantiated complaints and commendations, but does not include pay or benefit information, similar administrative data or information that does not relate to performance or conduct, or medical files unless the medical file relates to mental competency issues bearing on the person’s suitability for a law enforcement, tribal law enforcement, jail or juvenile detention officer position.
 - b. **“Government agency”** means any department, agency, or court of this state, or of a city, village, town, or county in this state.
 - c. **“Law enforcement agency”** means a governmental unit of this state or a political subdivision of this state that employs one or more law enforcement officers, and includes the Marquette University Police Department.
 - d. **“Tribal law enforcement agency”** has the meaning given in Wis. Stat. § 165.83(1)(e).
 - e. **“Jail”** means a county jail, rehabilitation facility established by Wis. Stat. § 59.53(8) or county house of correction under § 303.16.
 - f. **“Juvenile detention facility”** has the meaning given in Wis. Stat. § 48.02(10r).
 - g. **“Applicable employer”** or **“applicable employers”** means any government agency, law enforcement agency, jail, juvenile detention facility, or tribal law enforcement agency as such terms are defined in this Waiver, which the undersigned is currently or was previously employed by.
 - h. **“Law enforcement officer”** means any person employed by the state or any political subdivision of the state, for the purpose of detecting and preventing crime and enforcing laws or ordinances and who is authorized to make arrests for violations of the laws or ordinances that the person is employed and sworn to enforce. Law enforcement officer includes a university police officer as defined in Wis. Stat. § 175.42(1)(b).

2. **Understandings and Agreements.** I, the undersigned, understand and agree with the following provisions:
 - a. I have applied to the _____ [insert name of municipality] for a law enforcement position with the _____ [insert interviewing agency]. I understand the _____ [insert interviewing agency] may

Applicant's Initials

conduct a thorough investigation into my background and part of this investigation may include reviewing information from my current and/or previous applicable employers.

- b. I authorize each applicable employer that currently or previously has employed me to disclose my employment file to _____ [insert interviewing agency] unless disclosure of such information is prohibited pursuant to a binding nondisclosure agreement executed before November 7, 2021.

My experience with non-disclosure agreements is as follows (initial the applicable provision below and provide any pertinent information):

i. _____ I have never signed a non-disclosure agreement with a current or former applicable employer.

ii. _____ I have signed a non-disclosure agreement with a current or former applicable employer. The details are as follows (include applicable employer name and approximate date the agreement was signed): _____.

- c. I authorize _____ [insert interviewing agency], through its employees and representatives, to receive/review my employment file from my current and/or previous applicable employers, along with other information that is lawfully available from any such applicable employer. I understand _____ [insert interviewing agency] may also conduct oral interviews with individuals associated with these current and/or former applicable employers and that employment decisions may be made based on the result of this investigation into my background.

- d. I understand that my employment file, as defined herein, includes certain medical information that is not normally considered part of my personnel file. Specifically, I understand that medical information related to my mental competency bearing on my suitability for a law enforcement officer, tribal law enforcement officer, jail, or juvenile detention officer position, if such medical information exists, will be included in the employment file information. By signing this Waiver, I explicitly consent to the transfer and disclosure of this medical information provided it is limited to the medical information described, and only used to determine my suitability for a law enforcement officer, or a tribal law enforcement, jail, or juvenile detention officer position.

- e. In consideration of the _____ [insert interviewing agency] interviewing me for a law enforcement officer position, I and my heirs, executors, administrators, legal representatives, assignees and successors in interest (hereinafter, "Heirs, Assigns and Successors") hereby release, waive, hold harmless and forever discharge _____ [insert interviewing agency], the _____ [insert name of municipality], and all applicable employers, their officers, employees and/or agents which may disclose or use the above information from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, that arise or may hereafter arise from such disclosure or the request for disclosure, including but not limited to, any claims, demands or causes of action relating to employment, invasion of privacy, defamation, intentional or negligent infliction of emotional distress, wrongful death or any other kind of claim associated with bodily injury or property damage attributable to the release of such information.

- f. I am not required to sign this Waiver, and I am not being forced or coerced to sign. I am signing it because I am actively seeking employment with _____ [insert interviewing agency] and wish to participate as a candidate in the interview process. I understand that my failure to sign this Waiver will prevent the _____ [insert interviewing agency] from processing my application or considering me for employment as a law enforcement officer.
- g. I agree that the above representations, acknowledgements, and releases are contractually binding on me and my Heirs, Assigns and Successors, and that should I, or my Heirs, Assigns and Successors, assert a claim in contravention of this Waiver, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending any such claim.
3. **Amendment.** This Waiver may not be modified orally. Any modification must be in writing and signed by all parties or their duly authorized representatives. Any statutory requirement contained in this Waiver may not be modified either orally or in writing.
4. **No Waiver.** Any failure or delay to enforce any of the terms and provisions of this Waiver shall not be construed as a modification or waiver of any such term or provision or of the right to subsequently enforce all terms and conditions.
5. **Severability.** Every term and provision of this Waiver is intended to be severable. If any term or provision of this Waiver is found to be unenforceable or invalid, such findings shall not affect the other terms and provisions, which shall remain binding and enforceable.

I HAVE READ THIS WAIVER CAREFULLY. I HAVE BEEN GIVEN THE OPPORTUNITY TO CONSIDER THE CONTENT AND TO ASK QUESTIONS. I UNDERSTAND THAT I HAVE THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS WAIVER. I SIGNED THIS WAIVER VOLUNTARILY AND WITHOUT EXCLUSION OR EXCEPTION.

Name of Applicant (please print full first, middle, and last names)

Previous Names/Maiden Names

Signature

Date