



## Confidentiality Agreement

Under Tennessee state law (*Tenn. Code Ann. § 10-8-101 - § 10-8-103*), all information concerning library patrons is confidential. This includes, but is not limited to, patrons' names, addresses, phone numbers, or library material they use. The very fact that a person has a library card is considered confidential information.

If an employee or volunteer of the Spring Hill Public Library is asked for any information concerning a patron, including whether or not an individual is a patron, the employee or volunteer will not answer the request, but refer the questioning party to the Library Director. Even if the questioning party is a law enforcement agency, local, state, or federal, they cannot be given patron information without a subpoena.

In all cases, the following procedures are to be adhered to:

1. The library staff member receiving the request to examine or obtain information relating to circulation or other records identifying the names of library users will immediately refer the person making the request to the director of the library, or in his/her absence, the chairman of the Board of Directors of the Spring Hill Public Library, who shall explain the confidentiality policy.
2. The director, upon receipt of such process, order, or subpoena, shall consult with the appropriate legal officer assigned to the institution to determine if such process, order, or subpoena is in good form and if there is a showing of good cause for its issuance.
3. If the process, order, or subpoena is not in proper form or if good cause has not been shown, insistence shall be made that such defects be cured before any records are released. (The legal process requiring the production of circulation or other library records shall ordinarily be in the form of *subpoena duces tecum* [bring your own records] requiring the responsible officer to attend court or the taking of his/her disposition and may require him/her to bring along certain designated circulation or other specified records.)
4. Any threats or unauthorized demands (i.e., those not supported by a process, order, or subpoena) concerning circulation and other records identifying the names of library users shall be reported to the appropriate legal officer of the institution.
5. Any problems relating to the privacy of circulation and other records identifying the names of library users which are not provided for above shall be referred to the library director or, in his/her absence, the chairman of the Spring Hill Public Library Board of Directors.

I, \_\_\_\_\_, have read and understand the above confidentiality information, and agree to adhere to it. I understand that non-compliance with the policy can result in disciplinary action as described in the Library Employee Policy Handbook, including dismissal and/or civil lawsuit.

Signature

Date

Parent/Legal Guardian Signature (for Applicants under 18)

Date

# Spring Hill Public Library Volunteer Program Waiver/Release

## **LIABILITY RELEASE**

In consideration of the acceptance of my application for the City of Spring Hill Public Library Volunteer Program, I hereby waive, release, and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which may hereafter accrue to me, as a result of participation as a volunteer worker with the City of Spring Hill Public Library. This release is intended to discharge in advance the City of Spring Hill, its officers, employees, or agents from liability. It is understood that some volunteer activities involve an element of risk or danger of accidents, and knowing those risks, I hereby assume those risks. It is further understood and agreed that the waiver, release, and assumption of risk is to be binding on my heirs and assigns.

## **CONSENT TO TREAT**

I hereby give my consent to be treated by a physician or surgeon in case of sudden illness or injury while participating in the City of Spring Hill Volunteer program. It is understood that the City of Spring Hill provides no medical insurance for such treatment, and that the cost thereof will be my responsibility and at my expense.

## **PLEASE READ BEFORE SIGNING**

I have read and understand the foregoing liability release form, and consent to treat form, and agree to all of their terms and conditions.

Signature

Date

## **PARENTAL CONSENT** (to be completed only if applicant is under 18 years of age)

\_\_\_\_\_ has my permission to participate as a volunteer worker and I execute the above liability release on his/her behalf.

Parent/Legal Guardian Signature

Date

## Emergency Medical Information

### Family Contacts:

Name: \_\_\_\_\_

Phone number: \_\_\_\_\_

Relation: \_\_\_\_\_

Name: \_\_\_\_\_

Phone number: \_\_\_\_\_

Relation: \_\_\_\_\_

Medical Emergency Number: \_\_\_\_\_