



**puksta**  
FOUNDATION

ENRICHING LIVES, ENGAGING COMMUNITIES

## **Release of Information, Media and Liability**

Your electronic signature and, if you are under the age of 18, the electronic signature of your parent (or legal guardian) are required below. Without the required signature(s), your contract is not complete and it cannot be processed by Puksta Foundation (including its employees, agents, and representatives, "Puksta.")

### **Application Authorization to Release Information**

The Family Educational Rights and Privacy Act of 1974 (FERPA) is a federal law designed to protect the privacy of aspects of a student's educational record that are not considered "directory" information. Educational records include financial aid and student account records which are considered confidential and will not be released without written consent from the student, except to the extent that FERPA authorizes disclosure without consent. The Higher Education Act (HEA) places additional limits on the information that can be disclosed from your Free Application for Federal Student Aid (FAFSA), if applicable. For these reasons, Puksta Foundation requests your permission to release the following information to Puksta Foundation's university partners and for Puksta Foundation's university partners to release your information to Puksta Foundation. In compliance with FERPA and the HEA, Puksta Foundation will not share your confidential information, including financial aid/FAFSA information and FERPA-protected information, with any other parties, except with Puksta Foundation's partners or related parties when authorized by you (as described in detail below), or as required by law. Release of Information to and from Puksta Foundation's University Partners To determine your eligibility for Puksta Scholarship assistance, programming and services and to administer and award the Puksta Foundation Scholarship, Puksta Foundation needs information about you from one or more of Puksta Foundation's University Partners (<https://pukstafoundation.org/puksta-schools>). Based on the Puksta Foundation university partner that you have applied and have been awarded the Puksta

scholarship, this form authorizes Puksta Foundation University Partners that you have selected to release the following information to us: ● Your application for admission, including your acceptance and/or enrollment, The electronic signature below and its related fields are treated by Puksta Foundation like a physical handwritten signature on a paper form. ● Your student ID number, ● Your cost of attendance, ● If applicable, data collected from your FAFSA; including the date of submission and Student Aid Index (SAI), ● Your Financial Aid information (including, but not limited to, your family's expected or actual contribution or SAI toward your cost of attendance; your institutional aid application, if applicable; financial aid offers and notifications; grants; scholarships; other awards; student employment/work study; loans; disbursements; your Satisfactory Academic Progress standing), ● Your application and eligibility for the Colorado College Opportunity Fund (COF) and related ID number; ● Your qualification for Colorado in-state tuition classification and/or application for Colorado state aid, including your ASSET application, if applicable, ● Your unmet financial need, if any, ● Your student account information (bills, statements, charges, credits, balances, payments, past due amounts, collection activity), ● Your academic standing, ● Your application to and participation in required and optional programs or services, ● Course work (including developmental education), registration, enrollment, attendance, completion, credit hours, and grades, ● Communications with advisors or other college staff, and ● Other similar matters. By signing this release, you and, if applicable, your parent (or your legal guardian) hereby authorize the university(s) you indicate(d) you have attended or may attend in the future to provide such information as may be requested by Puksta Foundation relating to your educational or financial aid record. In addition, to increase college access and college completion rates, Puksta Foundation may provide Puksta Foundation University Partners with your relevant information as described above. By signing this application, you and, if applicable, your parent or legal guardian, hereby authorize Puksta Foundation to provide your relevant information to Puksta Foundation University Partners, as requested. Release of Information to and from the Colorado Department of Higher Education and Colorado Department of Education The Colorado Department of Higher Education (CDHE) and/or the Colorado Department of Education (CDE) may also provide Puksta Foundation with information pertaining to your FAFSA (if applicable) and/or Colorado State Aid Application, your application for the Colorado College Opportunity Fund (COF), college enrollment, retention, completion, course work,

credit hours, grades, and similar matters, in order to determine your eligibility for Puksta Scholarship assistance, programming and services. By signing this application, you and, if applicable, your parent (or your legal guardian) hereby authorize Puksta Foundation to provide to CDHE and CDE such information as they may request, and for CDHE and/or CDE to provide such information to Puksta Foundation as it may request.

**Release of Information to and from Colorado Opportunity Scholarship Initiative** In order to increase college access and college completion rates and to provide scholarship assistance, Puksta Foundation partners with the Colorado Opportunity Scholarship Initiative (COSI) and COSI affiliated college partners. COSI is a program of CDHE. By signing this application, you and, if applicable, your parent (or your legal guardian) hereby authorize Puksta Foundation to provide your relevant information (including your name and other personally identifying information) to COSI, as requested, and for COSI to provide your relevant information to Puksta Foundation. This release of information to and from COSI and COSI affiliated college partners is effective as of the date this form is signed and shall remain in effect for as long as you receive services through the COSI program, unless you notify Puksta Foundation in writing to revoke it. Your relevant information will be retained by COSI and CDHE for ten (10) years after you are no longer receiving services through the COSI program.

**Release of Information to and from Prosperity Denver Fund** In order to increase college enrollment and completion for Denver residents, Puksta Foundation is eligible to seek reimbursement for scholarship funds and support services provided to you (if applicable). By signing this application, you and, if applicable, your parent or your legal guardian hereby authorize Puksta Foundation to provide your relevant information to Prosperity Denver Fund (PDF) (as provided in Section 11-34, Denver Revised Municipal Code), and for PDF to provide your relevant information to Puksta Foundation. The information to be provided to PDF may include the following:

- Your contact information (including your name, current address, email address, and phone number);
- Your date of birth;
- Gender;
- Race/ethnicity;
- Your residency in Denver (including your addresses and whether you resided in Denver continuously for more than thirty-six months prior to your first day of post-secondary enrollment); (if applicable)
- Your eligibility for in-state tuition classification in Colorado;
- The college(s) you attended in the most recent academic year and student ID number;
- If applicable, data collected from your FAFSA, Colorado state aid application, or other financial aid application, and determination of financial need, including your Expected

Family Contribution/Student Aid Index or equivalent; • If applicable, eligibility status information from your Free and Reduced Priced Meals Application at any point during your high school career; • Your Satisfactory Academic Progress standing at your college; • Your expected graduation date; • Your Puksta Foundation scholarship award amount for the academic year for which reimbursement is sought; and • Other similar information. How Puksta Foundation and Its Partners Use the Information Covered by this Authorization and Release Subject to the following, the information described on this form and provided by the organizations listed above ("Scholarship Information"), will be used by Puksta Foundation and/or its agents or partners for purposes of determining your eligibility for Puksta Foundation scholarship assistance, programming, and support services, to administer and award the Puksta Foundation Scholarship, or other purposes consistent with Puksta Foundation's mission. Puksta Foundation and/or its agents may also provide Scholarship Information (or similar information it may obtain from other sources), as needed, the Colorado Department of Higher Education and/or the Department of Education, and any other organizations that have established a partnership with Puksta Foundation, including Puksta Foundation's University Partners. Puksta Foundation may also use the de-identified information of individual students or aggregated Scholarship Information of groups of students to evaluate the effectiveness of its scholarship, programs and services, and for use in fundraising or for other purposes consistent with Puksta Foundation's mission.

### **Media Release - Consent to Use of Photographs and/or Video Recordings**

RELEASED PARTIES: Puksta Foundation and all of its parent, subsidiary, and affiliated organizations, and all of its directors, officers, employees, and agents. By submitting this release, I, and if applicable, my parent (or my legal guardian), hereby grant Puksta Foundation and/or its agents a perpetual license to use my name, image, likeness, and voice in any and all media, in original or altered form, for any informational, advertising, or promotional purposes (including on Puksta Foundation's website, social media sites, and at any Puksta Foundation press-related or media event) and release Puksta Foundation and/or its agents and any entity acting on behalf of Puksta Foundation from any liability relating to such use, including but not limited to, any and all claims for payment related to any use of my name, image, likeness, and voice. I agree and acknowledge that this release

is irrevocable with respect to information relating to my application for a Puksta Foundation Scholarship and an effect for all the years I am in the Puksta Scholars Program once my Scholarship Information has been shared with or by Puksta Foundation as described above. This release is effective as of the date this application is signed and shall remain in effect unless I notify Puksta Foundation in writing to revoke it. Except as otherwise indicated above in the COSI section, this release applies to all relevant information that currently exists and is created through the my time as a Puksta Scholar. By signing this application, I give Puksta Foundation permission to use my Scholarship Information for the purposes described above. Except as otherwise set forth herein, Puksta Foundation and/or its agents will not share Scholarship Information with any other party without your prior written consent, unless otherwise required by law. By signing below, I agree that Puksta Foundation and the other parties identified above may provide the information described above from my education record. This approval will remain in my record, and will allow Puksta Foundation to release the information I have authorized, even when I am no longer a Puksta Foundation Scholarship recipient, unless I revoke this permission in writing.

#### **Release from Responsibility, Assumption of Risk and Waiver**

I understand and assume all associated risks when participating in any Puksta on or off-campus activities. I agree to assume all risk of personal injury or loss, bodily injury (including death), damage to or loss or destructions of any personal property occurring in connection with or arising out of participation in all on or off-campus events related to my Puksta Scholarship. I hereby release and discharge, indemnify and hold harmless the Puksta Foundation and their University Partners, and their member officers, agents, employees and any other persons or entities acting on their behalf, and the successors and assigns for any and all of the aforementioned persons and entities, against all claims, demands, costs and expenses, and causes of action whatsoever, either in law or equity, arising out of or in any way connected with any loss and/or bodily injury and/or disability, arising from my participation in the activity. University Partners shall be defined as University of Colorado Boulder, Colorado State University, Metropolitan State University Denver, University of Denver and University of Colorado Denver. I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully, and agree to be bound by them. After

Careful deliberation, I voluntarily give my consent and agree to this Release, Assumption of Risk and Waiver. In the event of an emergency, I grant the Puksta Foundation permission to authorize emergency medical treatment for myself for the duration of his/her participation in this Activity. I understand that Puksta Foundation does not carry or provide health or accident insurance that responds to injury or illness as a result of my participation in any activity. If the participant is under 18 years of age, the parent or guardian in consideration of this request accepts the above terms and grants permission for the student's participation.

I authorize the release of my Scholarship Information, Media and Liability/Assumption of Risk and Waiver to and by Puksta Foundation as described above. Parent/Guardian Signature (signature is required if applicant is under 18)  
Yes, I authorize the release of my student's Scholarship Information to and by Puksta Foundation as described above.