

# WAIVER AND RELEASE OF LIABILITY FOR REMOTELY PROCTORED EXAM SPACE



This Waiver and Release of Liability (the "Waiver") is entered into by and between Dore + Whittier Architects, Inc., hereinafter referred to as the "Owner," and the undersigned individual, hereinafter referred to as the "User," on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## Recitals:

WHEREAS, the Owner owns and/or controls certain property located at 212 Battery St. in Burlington, Vermont, including a designated space (the "Space") that the User wishes to use for the purpose of taking an electronically proctored examination (the "Exam");

WHEREAS, the User understands that the Exam requires reliable electricity, internet connectivity, and compliance with specific online proctoring requirements set by the exam provider;

WHEREAS, the User acknowledges that the Space may be subject to unforeseen interruptions, including but not limited to power outages, internet outages, or other conditions that may prevent the Space from meeting the exam provider's proctoring requirements;

WHEREAS, the User desires to use the Space at their own risk and agrees to waive any and all claims against the Owner related to such use;

NOW, THEREFORE, in consideration of being permitted to use the Space, the User agrees as follows:

1. **Assumption of Risk:** The User acknowledges and understands that using the Space for an electronically proctored Exam involves inherent risks, including but not limited to:
  - Power outages or electrical failures that may interrupt the Exam;
  - Internet outages, connectivity issues, or bandwidth limitations that may disrupt the Exam;
  - The Space not meeting the exam provider's online proctoring requirements (e.g., background noise, lighting, privacy, or technical setup), which could result in the Exam being invalidated, delayed, or requiring rescheduling;
  - Any other unforeseen events or conditions that may affect the User's ability to complete the Exam successfully.

The User voluntarily assumes all such risks, known and unknown, and accepts full responsibility for any consequences arising from the use of the Space.

2. **Waiver and Release of Liability:** The User hereby waives, releases, and discharges the Owner, their agents, employees, successors, and assigns from any and all liability, claims, demands, actions, causes of action, damages, losses, or expenses (including but not limited to attorney's fees) arising out of or related to the use of the Space for the Exam. This includes, without limitation:
  - Any claims for personal injury, property damage, or emotional distress;

- Any claims related to power or internet outages;
- Any claims to recoup or recover Exam fees, rescheduling costs, or other financial losses if the Space does not meet online proctoring requirements or if the Exam is interrupted or invalidated for any reason.

The User agrees that this Waiver extends to all claims, whether based on negligence, breach of contract, strict liability, or any other legal theory.

3. **Indemnification:** The User agrees to indemnify, defend, and hold harmless the Owner from any and all claims, liabilities, damages, losses, or expenses (including attorney's fees) brought by any third party, including the exam provider, arising out of or related to the User's use of the Space.
4. **No Representations or Warranties:** The Owner makes no representations or warranties regarding the suitability of the Space for electronically proctored Exams, including the reliability of power, internet, or compliance with proctoring requirements. The User has inspected the Space (or had the opportunity to do so) and accepts it "as is."
5. **Severability:** If any provision of this Waiver is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
6. **Governing Law:** This Waiver shall be governed by the laws of the State of Vermont without regard to conflict of law principles.
7. **Entire Agreement:** This Waiver constitutes the entire agreement between the parties and supersedes any prior understandings or agreements.

The User acknowledges that they have read this Waiver in its entirety, understand its terms, and sign it voluntarily without any duress or undue influence.

**User's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_