

ADMISSIONS CONSULTING PROFESSIONAL SERVICES LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT

FOR CLIENTS OF

Dr. Nathan Hurwitz – College Admissions Consultant, Hurwitz Consulting, LLC

ARTICLE I

PARTIES, EFFECTIVE DATE, AND LEGAL STATUS

This **Admissions Consulting Professional Services Liability Waiver and Indemnification Agreement** (hereinafter referred to as the “Agreement”) is entered into by and between **Dr. Nathan Hurwitz – College Admissions Consultant, Hurwitz Consulting, LLC**, a Pennsylvania limited liability company (hereinafter referred to as the “Consultant”), and the undersigned student applicant together with any parent, guardian, or other individual responsible for payment or participation in admissions consulting services (collectively referred to herein as the “Client”).

This Agreement shall become effective as of the date upon which it is executed by the Client.

For purposes of this Agreement, the term “Consultant” shall include:

- Dr. Nathan Hurwitz
- employees of the Consultant
- independent contractors engaged by the Consultant
- affiliated consultants providing services through the Consultant
- agents or representatives acting within the scope of their engagement

The term “Client” shall include:

- the Student applicant
- the parent or guardian responsible for payment
- any individual participating in consulting sessions
- any individual providing direction regarding application strategy

Execution of this Agreement constitutes a legally binding contract between the parties.

ARTICLE II

PURPOSE AND INTENT OF THIS AGREEMENT

The purpose of this Agreement is to clearly define the legal relationship between the Consultant and the Client and to establish explicit provisions governing liability, risk allocation, and indemnification in connection with admissions consulting services.

College admissions consulting services involve advisory guidance regarding academic planning, application preparation, and admissions strategy.

Such services necessarily involve numerous uncertainties and variables beyond the control of the Consultant.

Because the admissions process is controlled by independent institutions and influenced by a wide range of factors, it is essential that the parties acknowledge the limitations of consulting services and allocate responsibility accordingly.

Accordingly, this Agreement establishes:

- a waiver of certain claims against the Consultant
- an acknowledgement of risk by the Client
- limitations on liability
- indemnification obligations
- dispute resolution procedures

The provisions of this Agreement are intended to protect the Consultant from claims arising out of the inherent uncertainty of the college admissions process.

ARTICLE III

NATURE OF ADMISSIONS CONSULTING SERVICES

Admissions consulting services are professional advisory services intended to assist students in preparing applications to colleges and universities.

Such services may include, but are not limited to:

- strategic college list development
- admissions planning
- essay brainstorming and feedback
- application organization
- extracurricular strategy guidance
- interview preparation
- timeline management
- portfolio development for specialized programs
- guidance related to recommendation letters

The Consultant provides advice based on professional experience and knowledge of admissions practices.

However, the Consultant does not control admissions decisions.

Admissions decisions are made exclusively by colleges and universities.

ARTICLE IV

INHERENT UNCERTAINTY OF COLLEGE ADMISSIONS

The Client acknowledges that the college admissions process is inherently uncertain.

Admissions committees evaluate applicants using criteria that may include:

- academic performance
- course rigor
- standardized test scores
- extracurricular achievements
- personal essays
- recommendation letters
- interviews
- institutional priorities
- demographic considerations
- geographic representation
- athletic recruitment needs
- artistic talent recruitment
- financial aid budgets

Many of these factors are confidential and may vary from year to year.

Even highly qualified applicants may be denied admission due to the competitive nature of selective institutions.

The Consultant cannot predict admissions outcomes.

ARTICLE V

NO GUARANTEE OF ADMISSION OR FINANCIAL AID

The Client expressly acknowledges and agrees that the Consultant does not guarantee admission to any college or university.

The Consultant does not guarantee:

- admission to selective institutions
- admission to Ivy League institutions
- admission to honors programs
- admission to specialized programs
- admission to performing arts programs
- admission to graduate programs

The Consultant also does not guarantee financial aid or scholarship awards.

Financial aid decisions are determined by individual institutions.

ARTICLE VI

ACKNOWLEDGEMENT OF PROFESSIONAL ADVISORY ROLE

The Consultant functions solely as a professional advisor.

The Consultant does not act as:

- an admissions officer
- a representative of any college or university
- a guarantor of admissions outcomes
- a legal advisor regarding admissions regulations

All admissions decisions remain solely within the authority of the institutions to which the Student applies.

ARTICLE VII

CLIENT RESPONSIBILITY FOR APPLICATION CONTENT

The Client acknowledges that the Student is responsible for the accuracy of all application materials.

This includes responsibility for:

- essays
- activity descriptions
- academic records
- personal statements
- application forms

The Consultant may provide editorial feedback but does not author application essays.

The Student must ensure that all application materials accurately reflect their own experiences and achievements.

ARTICLE VIII

CLIENT RESPONSIBILITY FOR APPLICATION DEADLINES

The Student remains responsible for monitoring and meeting application deadlines.

The Consultant may provide reminders or planning guidance but cannot assume responsibility for submission of materials unless explicitly agreed in writing.

Failure to meet deadlines may result in consequences beyond the control of the Consultant.

ARTICLE IX

WAIVER OF LIABILITY

To the fullest extent permitted by law, the Client hereby waives any claim against the Consultant arising from:

- admissions decisions made by colleges
- scholarship decisions
- financial aid determinations
- institutional policy changes
- denial of admission

The Client agrees that dissatisfaction with admissions outcomes shall not constitute grounds for legal claims against the Consultant.

ARTICLE X

ASSUMPTION OF RISK

The Client acknowledges that participation in admissions consulting services involves inherent risk due to the unpredictable nature of college admissions.

By engaging the Consultant's services, the Client voluntarily assumes such risks.

ARTICLE XI

LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Consultant's total liability for any claim arising from consulting services shall not exceed the total amount paid by the Client for such services.

Under no circumstances shall the Consultant be liable for:

- indirect damages
- consequential damages
- emotional distress claims
- lost opportunities

ARTICLE XII

INDEMNIFICATION BY CLIENT

The Client agrees to indemnify and hold harmless the Consultant from any claims arising out of:

- inaccurate information provided by the Client
- misrepresentation by the Student
- misuse of consulting advice
- disputes between parents and students regarding admissions decisions

ARTICLE XIII

DEFENSE OF CLAIMS

In the event that a claim is brought against the Consultant arising from the Client's conduct, the Client agrees to defend the Consultant against such claims.

This includes reimbursement of legal fees incurred by the Consultant.

ARTICLE XIV

DISPUTE RESOLUTION

Any dispute arising from this Agreement shall be resolved through binding arbitration in the Commonwealth of Pennsylvania.

The prevailing party shall be entitled to recover reasonable legal fees.

ARTICLE XV

GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

ARTICLE XVI

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to liability and indemnification.

No oral statements shall modify the terms of this Agreement.

ARTICLE XVII

SIGNATURES

By signing below, at the end of this agreement, the Client confirms that they have read and understood this Liability Waiver and Indemnification Agreement.

ARTICLE XVIII

EXPANDED ACKNOWLEDGEMENT OF THE UNCERTAINTY OF COLLEGE ADMISSIONS

The Client expressly acknowledges that the college admissions process is subject to a wide range of variables that are outside the knowledge, influence, or control of the Consultant.

Admissions committees evaluate applications according to complex internal criteria that may include, without limitation:

- academic performance
- grade trends
- standardized testing performance
- course rigor
- extracurricular activities
- leadership accomplishments
- demonstrated interest
- institutional priorities
- geographic diversity considerations
- financial aid availability
- program capacity
- enrollment management strategies

The Consultant has no access to the confidential deliberations of admissions committees and cannot predict how any individual admissions committee will evaluate a particular application.

Admissions committees frequently deny admission to highly qualified applicants for reasons that are unrelated to the strength of the application itself.

These reasons may include:

- institutional demographic balancing
- academic department capacity
- enrollment targets
- scholarship allocation limitations
- institutional priorities for specific academic disciplines
- athletic recruitment priorities

Because these factors change from year to year, the Client acknowledges that even students with exceptionally strong academic records may receive admissions decisions that differ significantly from expectations.

The Client therefore expressly acknowledges that **no admissions consultant, advisor, counselor, or educational professional can guarantee admission outcomes.**

ARTICLE XIX

ADDITIONAL DISCLOSURE REGARDING HIGHLY SELECTIVE INSTITUTIONS

The Client acknowledges that many of the institutions targeted by students in admissions consulting programs are highly selective institutions.

These institutions frequently admit only a small percentage of applicants.

Acceptance rates at certain institutions may fall below ten percent and, in some cases, below five percent.

At such institutions, the majority of applicants are academically qualified, meaning that admissions committees must deny admission to many highly accomplished students.

The Client acknowledges that the competitive nature of these institutions means that admissions outcomes are inherently unpredictable.

The Consultant cannot guarantee admission to:

- Ivy League universities
- top-ranked private universities
- highly selective liberal arts colleges
- competitive public universities
- honors programs
- performing arts conservatories
- specialized academic programs

The Client further acknowledges that admissions decisions may be influenced by factors unrelated to academic merit.

ARTICLE XX

DISCLAIMER REGARDING FINANCIAL AID AND SCHOLARSHIP AWARDS

The Consultant may provide general guidance regarding financial aid strategies and scholarship opportunities.

However, the Client acknowledges that the Consultant does not control financial aid decisions.

Financial aid determinations are made by individual institutions according to institutional policies and available funding.

Financial aid decisions may depend upon factors including:

- family income
- family assets
- institutional aid budgets

- federal financial aid regulations
- state financial aid programs

The Consultant does not guarantee:

- scholarship awards
- merit aid
- need-based financial aid
- institutional grants

Financial aid policies may change without notice.

ARTICLE XXI

DISCLAIMER REGARDING TESTING AND ACADEMIC PERFORMANCE

The Consultant may provide recommendations regarding standardized testing strategies.

However, the Consultant does not administer standardized tests and cannot guarantee specific score outcomes.

Standardized testing performance depends upon the Student's preparation, academic ability, and test-day conditions.

Similarly, the Consultant may provide general guidance regarding academic course selection.

However, academic performance remains the responsibility of the Student.

The Consultant does not control grading policies or academic evaluation within the Student's school.

ARTICLE XXII

LIMITATION OF LIABILITY FOR THIRD-PARTY ACTIONS

The Consultant shall not be responsible for actions taken by third parties, including but not limited to:

- high school counselors
- teachers writing recommendation letters
- standardized testing agencies
- application platform providers
- college admissions offices

The Consultant cannot control the actions or decisions of these entities.

The Client agrees that the Consultant shall not be liable for delays, errors, or omissions caused by third parties.

ARTICLE XXIII

LIMITATION OF LIABILITY FOR TECHNOLOGY FAILURES

Modern college applications are submitted through online platforms.

Such platforms may include:

- The Common Application
- institutional application portals
- portfolio submission platforms
- financial aid platforms

These systems are operated by independent entities.

Technical failures may occur, including:

- server outages
- login errors
- submission glitches
- file upload errors

The Consultant shall not be liable for damages resulting from technological failures of third-party systems.

ARTICLE XXIV

PROFESSIONAL SERVICES DISCLAIMER

The Client acknowledges that admissions consulting services constitute **professional advisory services**.

Such services involve strategic guidance and educational advice.

Admissions consulting services do not constitute:

- legal services
- financial advisory services
- psychological counseling
- licensed academic evaluation services

The Consultant provides advice based on professional experience but does not guarantee results.

ARTICLE XXV

CHARGEBACK AND PAYMENT DISPUTE PROTECTION

The Client acknowledges that admissions consulting services involve substantial time investment and professional expertise.

Once services have been rendered, such services cannot be returned.

The Client therefore agrees that payment disputes based solely on dissatisfaction with admissions outcomes are not valid grounds for chargebacks or payment reversals.

If the Client initiates a credit card chargeback or payment dispute after services have been rendered, the Client agrees to reimburse the Consultant for:

- administrative costs
- legal fees
- arbitration costs
- chargeback penalties imposed by payment processors

This provision is intended to protect the Consultant from fraudulent or improper chargeback claims.

ARTICLE XXVI

INDEMNIFICATION OBLIGATIONS OF THE CLIENT

The Client agrees to indemnify and hold harmless the Consultant from any claims, liabilities, losses, damages, or expenses arising from:

- inaccurate information provided by the Client
- misrepresentation by the Student
- plagiarism in application materials
- disputes between parents and students regarding application strategy
- actions taken by the Student contrary to the Consultant's advice

The Client's indemnification obligation includes reimbursement of reasonable legal fees incurred by the Consultant.

ARTICLE XXVII

DEFENSE OF CLAIMS

If a claim is brought against the Consultant arising from actions taken by the Client or the Student, the Client agrees to provide legal defense for the Consultant.

The Client shall reimburse the Consultant for all reasonable legal expenses incurred in defending such claims.

ARTICLE XXVIII

ARBITRATION PROCEDURES

Any dispute arising from this Agreement shall be resolved through binding arbitration.

Arbitration shall take place in the Commonwealth of Pennsylvania.

The arbitration shall be conducted according to the rules of a recognized arbitration authority.

Arbitration shall be the exclusive method of dispute resolution.

The Client agrees not to initiate litigation in court except to enforce an arbitration award.

ARTICLE XXIX

ATTORNEY FEE PROVISION

In any dispute arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and litigation expenses.

This provision is intended to discourage frivolous claims.

ARTICLE XXX

FORCE MAJEURE

The Consultant shall not be liable for delays or failure to perform services caused by events beyond reasonable control.

Such events may include:

- natural disasters
- internet outages
- government actions
- public health emergencies
- institutional closures

The Consultant will make reasonable efforts to resume services as soon as practicable.

ARTICLE XXXI

SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE XXXII

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding liability, waiver, and indemnification.

No oral statements shall modify the terms of this Agreement.

Any modification must be made in writing and signed by both parties.

ARTICLE XXXIII

ACKNOWLEDGEMENT OF VOLUNTARY PARTICIPATION

The Client acknowledges that participation in admissions consulting services is voluntary.

The Client has chosen to engage the Consultant with full understanding of the inherent uncertainty of the admissions process.

ARTICLE XXXIV

FINAL ACKNOWLEDGEMENT

By signing this Agreement, the Client affirms that they have read and understood the provisions contained herein.

The Client acknowledges that this Agreement contains a waiver of certain legal rights and agrees to be bound by its terms.

ARTICLE XXXV

SIGNATURES

By signing below, the parties acknowledge and agree to the terms of this Admissions Consulting Professional Services Liability Waiver and Indemnification Agreement.

Student Name: _____

Student Signature: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Consultant:
Dr. Nathan Hurwitz – College Admissions Consultant, LLC

Date: _____