

# **EDUCATIONAL CONSULTING LIABILITY WAIVER**

## **ASSUMPTION OF RISK**

## **RELEASE OF LIABILITY**

## **AND INDEMNIFICATION AGREEMENT**

**For Educational Consulting, College Admissions Advising,  
Essay Coaching, Academic Strategy Consulting, and Related  
Advisory Services**

---

## **SECTION I**

### **PREAMBLE, IDENTIFICATION OF PARTIES, AND PURPOSE OF AGREEMENT**

This Educational Consulting Liability Waiver, Assumption of Risk, Release of Liability, and Indemnification Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the undersigned client, student, parent, guardian, or other legally authorized representative (hereinafter collectively referred to as the “Client”), and the educational consulting entity known as Dr. Nathan Hurwitz – College Admissions Consultant, Limited Liability Company, including all associated educational consulting services, academic advisory services, and related professional activities (hereinafter referred to as the “Consultant,” “Educational Consultant,” or “Consulting Firm”).

For purposes of this Agreement, the term “Consultant” shall include, without limitation, Dr. Nathan Hurwitz individually, all affiliated educational advisors, contractors, consultants, tutors, essay editors, admissions strategists, academic mentors, program coordinators, independent contractors, subcontractors, administrative staff, representatives, agents, and any individuals or entities operating under the authority or direction of the Consulting Firm.

The Client acknowledges that the Consulting Firm provides educational advisory services relating to academic planning, college admissions preparation, application strategy development, essay coaching, interview preparation, college list development, academic advising, and related

educational consulting services. Such services may be provided through individual consultations, written feedback, instructional sessions, workshops, seminars, electronic communications, digital platforms, video conferencing systems, online collaboration tools, written materials, educational guides, strategic planning documents, and other forms of academic advisory engagement.

The Client further acknowledges that participation in educational consulting services necessarily involves a collaborative advisory process in which recommendations, suggestions, coaching, and strategic guidance are offered for the purpose of supporting a student's educational development and college application preparation. Such advisory services are inherently dependent upon numerous factors outside the Consultant's control, including but not limited to the student's academic record, personal initiative, effort, writing ability, extracurricular engagement, standardized testing performance, institutional admissions policies, evolving admissions standards, and competitive applicant pools.

Accordingly, the purpose of this Agreement is to clearly establish the legal rights, responsibilities, limitations of liability, assumption of risk, and indemnification obligations of all parties participating in the educational consulting services offered by the Consultant.

By executing this Agreement, the Client expressly acknowledges and agrees that the services provided by the Consultant constitute educational advisory services only, and do not constitute guarantees, promises, warranties, or assurances regarding admission outcomes, scholarship awards, academic placement, institutional acceptance decisions, or any other admissions-related results.

---

## **SECTION II**

### **NATURE OF EDUCATIONAL CONSULTING SERVICES**

The Client acknowledges and agrees that the Consulting Firm provides educational consulting services that are advisory in nature and are intended to assist students and families in navigating the complex processes associated with college admissions and academic planning.

Such services may include, but are not limited to, the following:

- Strategic college admissions advising
- College list development and evaluation
- Academic planning and course selection guidance
- Essay brainstorming, drafting, and editing feedback
- Application strategy development
- Personal narrative coaching
- Activity list development and refinement
- Resume development for college applications
- Interview preparation and coaching

- Scholarship application guidance
- Portfolio preparation guidance for specialized programs
- Planning guidance for selective universities and specialized programs
- Timeline development for the college application process
- Guidance regarding standardized testing preparation strategies
- Advisory feedback on extracurricular presentation and academic positioning

The Client understands and acknowledges that the Consultant does not control and cannot influence the internal decision-making processes of colleges, universities, scholarship committees, or admissions offices.

All admissions decisions are made solely and exclusively by the respective educational institutions.

The Client further acknowledges that the Consultant does not act as an admissions officer, institutional representative, admissions committee member, or decision-making authority for any college or university.

The Consultant's services are advisory and educational only.

---

## **SECTION III**

### **ACKNOWLEDGEMENT OF UNCERTAINTY IN COLLEGE ADMISSIONS**

The Client expressly acknowledges that the college admissions process is highly competitive, unpredictable, and influenced by numerous variables beyond the control of the Consultant.

These variables include, but are not limited to:

- Institutional enrollment priorities
- Applicant pool composition
- Institutional financial aid policies
- Institutional diversity objectives
- Geographic representation goals
- Institutional athletic recruitment priorities
- Departmental enrollment needs
- Institutional strategic initiatives
- Changes in admissions policies
- Changes in standardized testing requirements
- Institutional budgetary considerations

Furthermore, the Client acknowledges that admissions outcomes are determined through holistic review processes that consider a wide array of factors that cannot be fully predicted or influenced by any educational consultant.

The Client therefore acknowledges that no educational consultant, regardless of experience, expertise, or professional credentials, can guarantee admission to any college or university.

The Client agrees that any statements made by the Consultant regarding admissions probabilities, institutional selectivity, or application competitiveness are expressions of professional opinion and strategic guidance only.

Such statements shall not be interpreted as promises, guarantees, warranties, or representations of admissions outcomes.

---

## **SECTION IV**

### **NO GUARANTEE OF ADMISSION OR SCHOLARSHIP OUTCOMES**

The Client acknowledges and agrees that the Consultant makes no representations, warranties, promises, guarantees, or assurances regarding:

- Acceptance to any college or university
- Acceptance to any particular program or department
- Scholarship awards or financial aid packages
- Placement on institutional waitlists
- Admission to honors programs
- Admission to specialized programs such as business schools, engineering programs, conservatories, or performing arts programs
- Admission to graduate, professional, or post-secondary educational institutions

The Client acknowledges that admissions outcomes are determined solely by the respective institutions and that the Consultant has no authority, influence, or control over such decisions.

Accordingly, the Client expressly agrees that the Consultant shall not be held liable for any admissions decisions, scholarship outcomes, or institutional determinations made by colleges or universities.

---

## **SECTION V**

# **CLIENT RESPONSIBILITIES AND OBLIGATIONS**

The Client acknowledges that the effectiveness of educational consulting services depends upon the active participation, honesty, and diligence of the student and family.

The Client therefore agrees to fulfill the following responsibilities:

- Providing accurate and truthful information regarding academic records, test scores, extracurricular activities, and personal achievements
- Completing assigned writing exercises, drafts, and application materials in a timely manner
- Responding to Consultant communications in a reasonable timeframe
- Maintaining appropriate academic effort and personal accountability
- Submitting application materials before institutional deadlines
- Reviewing and approving final application submissions

The Client further acknowledges that the Consultant is not responsible for missed deadlines, incomplete applications, failure to submit materials, inaccurate reporting of information, or failure of the student to complete required tasks.

---

## **SECTION VI**

### **STUDENT AUTHENTICITY AND ETHICAL COMPLIANCE**

The Client acknowledges that the Consultant adheres to strict ethical standards regarding the authenticity of student work and compliance with college admissions policies.

The Consultant will provide feedback, coaching, and guidance on essays and application materials; however, the student must remain the sole author of all submitted work.

The Client acknowledges that:

- Essays must reflect the authentic voice of the student
- Application responses must be written by the student
- Academic information must be accurate and truthful
- Extracurricular activities must be accurately represented

The Consultant will not fabricate achievements, misrepresent accomplishments, falsify academic records, or assist in the submission of misleading information.

Any request by the Client to engage in such conduct shall constitute grounds for immediate termination of services.

---

## **SECTION VII**

### **ASSUMPTION OF RISK**

The Client acknowledges and accepts that participation in educational consulting services involves inherent uncertainties and risks.

Such risks include, but are not limited to:

- Rejection from colleges or universities
- Placement on waitlists
- Financial aid decisions outside expectations
- Institutional policy changes
- Competitive applicant pools

The Client voluntarily assumes all risks associated with participation in educational consulting services and acknowledges that such outcomes are inherent aspects of the college admissions process.

---

## **SECTION VIII**

### **LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the Client agrees that the Consultant shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising out of or relating to the educational consulting services provided.

This limitation includes, but is not limited to:

- Admissions outcomes
- Scholarship awards
- Institutional decisions
- Academic placement
- Emotional distress resulting from admissions decisions
- Financial losses associated with college application processes

The Client agrees that the total liability of the Consultant, if any liability is established by a court of competent jurisdiction, shall not exceed the total fees paid by the Client for consulting services.

---

## **SECTION IX**

### **INDEMNIFICATION**

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

- The Client's breach of this Agreement
  - Misrepresentation of academic information
  - Unauthorized use of Consultant materials
  - Submission of inaccurate or misleading application materials
- 

## **SECTION X**

### **TECHNOLOGY AND ONLINE COMMUNICATION**

The Client acknowledges that consulting services may be delivered through electronic means, including video conferencing platforms, cloud-based collaboration tools, electronic mail, and digital document sharing systems.

The Consultant shall not be held liable for technical interruptions, connectivity failures, platform outages, or other technology-related disruptions beyond the Consultant's control.

---

## **SECTION XI**

### **CONFIDENTIALITY**

The Consultant agrees to maintain reasonable confidentiality regarding client information, academic records, and application materials, except where disclosure is required by law or authorized by the Client.

---

## **SECTION XII**

### **GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

---

## **SECTION XIII**

### **ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties regarding liability waiver and risk assumption for educational consulting services.

---

## **SECTION XIV**

### **SIGNATURES**

By signing below, the Client acknowledges that they have read, understood, and voluntarily agreed to the terms contained in this Agreement.

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

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

Parent / Guardian Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Consultant Representative: \_\_\_\_\_

Date: \_\_\_\_\_

# **EDUCATIONAL CONSULTING LIABILITY WAIVER**

## **ASSUMPTION OF RISK**

## **RELEASE OF LIABILITY**

## **AND INDEMNIFICATION AGREEMENT**

### **PART II**

### **EXPANDED PROFESSIONAL DISCLAIMERS, LIMITATIONS, AND CLIENT ACKNOWLEDGEMENTS**

---

## **SECTION XV**

### **PROFESSIONAL ADVISORY NATURE OF SERVICES**

The Client expressly acknowledges that the services provided by the Consultant constitute educational advisory services intended to assist students and families in navigating the college admissions process and related academic planning decisions.

The Consultant provides professional insights, guidance, and strategic recommendations based upon extensive experience in higher education, academic advising, student mentoring, and college admissions preparation. However, the Client understands and agrees that the Consultant's recommendations represent professional judgments based upon publicly available information, institutional trends, historical admissions patterns, professional experience, and the Consultant's interpretation of available data.

The Client further acknowledges that such professional judgments are inherently subject to uncertainty, variability, and institutional discretion.

The Consultant's guidance shall therefore be understood as advisory in nature and shall not be interpreted as definitive predictions, guarantees, or assurances regarding institutional admissions decisions or academic outcomes.

The Client agrees that the Consultant's role is to assist in the preparation, organization, and presentation of a student's academic and personal achievements in the most effective manner possible, but that ultimate admissions determinations remain exclusively within the authority and discretion of the colleges and universities to which the student applies.

---

## **SECTION XVI**

### **DISCLAIMER REGARDING ADMISSIONS DATA AND INSTITUTIONAL STATISTICS**

The Client acknowledges that admissions data, including acceptance rates, standardized test score ranges, grade point average statistics, institutional enrollment reports, admissions trends, and other statistical information used in the development of college application strategies are derived from a variety of public sources.

Such sources may include:

- Institutional admissions reports
- Higher education publications
- Government data sets
- Educational research reports
- Institutional websites
- Third-party college planning databases
- Educational associations
- Professional admissions organizations

While the Consultant makes reasonable efforts to utilize reliable sources of information when advising clients regarding institutional selectivity and admissions competitiveness, the Client acknowledges that such data may change without notice and may not fully reflect the internal admissions criteria or decision-making processes used by any particular institution.

The Client further acknowledges that admissions offices frequently revise their policies, priorities, institutional goals, enrollment targets, and evaluation methods on a yearly basis.

Therefore, any interpretation or analysis of admissions data provided by the Consultant shall be considered informational and advisory only.

The Client agrees that the Consultant shall not be held responsible for inaccuracies, omissions, changes, or reinterpretations of admissions data that occur after such information is provided.

---

## **SECTION XVII**

### **DISCLAIMER REGARDING INSTITUTIONAL POLICY CHANGES**

The Client acknowledges that colleges and universities regularly modify their admissions policies, application requirements, testing policies, financial aid structures, and programmatic offerings.

Such changes may include, but are not limited to:

- The adoption or elimination of standardized testing requirements
- Changes to application essay prompts
- Modifications to institutional deadlines
- Revisions to financial aid policies
- Changes to admissions review criteria
- Alterations to academic program availability
- Adjustments to institutional enrollment priorities

The Consultant does not control, influence, or determine such institutional changes.

Accordingly, the Client acknowledges that the Consultant shall not be held liable for any consequences arising from institutional policy changes that affect application outcomes or educational planning decisions.

---

## **SECTION XVIII**

### **DISCLAIMER REGARDING FINANCIAL AID AND SCHOLARSHIP OUTCOMES**

The Client acknowledges that financial aid awards, merit scholarships, institutional grants, and other forms of financial assistance are determined exclusively by the colleges and universities to which the student applies.

The Consultant may provide general guidance regarding financial aid processes, scholarship search strategies, and application procedures; however, the Consultant does not determine, influence, or guarantee financial aid awards.

The Client understands that financial aid determinations are influenced by numerous factors, including:

- Institutional financial resources
- Federal and state financial aid regulations
- Family financial information
- Institutional merit award criteria
- Institutional enrollment priorities

The Client further acknowledges that financial aid formulas and institutional award policies may change without notice.

Accordingly, the Client agrees that the Consultant shall not be held liable for financial aid decisions, scholarship awards, tuition costs, or institutional financial policies.

---

## **SECTION XIX**

### **ESSAY COACHING AND EDITORIAL GUIDANCE DISCLAIMER**

The Client acknowledges that essay coaching and editorial guidance provided by the Consultant are intended to assist students in developing effective written communication and expressing their personal experiences, ideas, and perspectives in a clear and compelling manner.

Such guidance may include:

- Brainstorming assistance
- Structural feedback
- Suggestions regarding clarity and organization
- Recommendations for improving narrative focus
- Editing suggestions for grammar, syntax, and style
- Strategic feedback regarding essay themes

However, the Client expressly acknowledges and agrees that all final written materials submitted to colleges and universities must represent the authentic voice and intellectual work of the student.

The Consultant shall not write essays on behalf of the student, fabricate experiences, or create application responses that misrepresent the student's authentic voice.

The Client agrees that the student remains solely responsible for the authorship and content of all submitted application materials.

The Consultant shall not be liable for any admissions decisions related to the interpretation or evaluation of student essays by admissions committees.

---

## **SECTION XX**

### **DISCLAIMER REGARDING THIRD-PARTY SERVICES**

The Client acknowledges that participation in the college admissions process may involve interaction with third-party services, platforms, or organizations, including but not limited to:

- The Common Application platform
- Institutional application portals
- Standardized testing agencies
- Scholarship search platforms
- Financial aid application systems
- Online collaboration tools
- Video conferencing services

The Consultant may recommend, reference, or assist the Client in navigating such platforms; however, the Consultant does not control or operate these systems.

The Client agrees that the Consultant shall not be responsible for technical errors, submission failures, account access issues, data loss, platform outages, or other technological problems arising from the use of third-party systems.

---

## **SECTION XXI**

### **DIGITAL COMMUNICATION AND TECHNOLOGY LIMITATIONS**

The Client acknowledges that consulting services may be conducted through digital communication methods, including:

- Video conferencing platforms
- Electronic mail
- Cloud-based document collaboration systems
- Online scheduling systems
- File-sharing platforms

While the Consultant takes reasonable precautions to maintain reliable communications, the Client acknowledges that digital systems may be subject to interruptions, outages, data transmission delays, or security vulnerabilities beyond the Consultant's control.

Accordingly, the Client agrees that the Consultant shall not be held liable for technological disruptions that interfere with scheduled sessions, document access, or electronic communications.

---

## **SECTION XXII**

### **LIMITATION OF PROFESSIONAL DUTY**

The Client acknowledges that the Consultant's professional responsibilities are limited to the services expressly agreed upon in the applicable consulting service agreement or service package description.

The Consultant shall not be responsible for services that fall outside the defined scope of engagement.

Such excluded services may include, but are not limited to:

- Completing application forms on behalf of the student
- Writing application essays for the student
- Submitting applications on behalf of the student
- Monitoring institutional portals beyond agreed advisory services
- Tracking application submission confirmations unless specifically agreed upon

The Client acknowledges that the Consultant's role is advisory and educational rather than administrative.

---

## **SECTION XXIII**

### **CLIENT DECISION-MAKING AUTHORITY**

The Client acknowledges that all final decisions regarding the college application process remain the responsibility of the student and family.

Such decisions include, but are not limited to:

- Selection of colleges to which the student applies
- Final essay content
- Application submission timing
- Participation in standardized testing

- Acceptance or rejection of admission offers

The Consultant may provide guidance and recommendations; however, the Client retains full decision-making authority.

The Client agrees that the Consultant shall not be liable for decisions made by the Client that differ from the Consultant's recommendations.

---

## **SECTION XXIV**

### **DISCLAIMER REGARDING PSYCHOLOGICAL OR EMOTIONAL OUTCOMES**

The Client acknowledges that the college admissions process may involve emotional stress, disappointment, or anxiety associated with competitive admissions outcomes.

The Consultant provides academic advising and admissions strategy services only and does not provide psychological counseling, mental health services, or therapeutic support.

The Client agrees that the Consultant shall not be responsible for emotional distress arising from admissions outcomes or the college application process.

---

## **SECTION XXV**

### **PAYMENT DISPUTES AND SERVICE INTERRUPTION LIABILITY**

The Client acknowledges that consulting services are provided in exchange for payment of agreed-upon fees.

If payment obligations are not fulfilled in accordance with the consulting agreement, the Consultant reserves the right to suspend or terminate services.

The Client acknowledges that any interruption of services resulting from nonpayment shall not constitute negligence or breach of duty by the Consultant.

---

# **SECTION XXVI**

## **TERMINATION OF SERVICES**

The Consultant reserves the right to terminate consulting services in the event that the Client:

- Requests unethical or dishonest conduct
- Provides false or misleading information
- Engages in abusive or inappropriate behavior
- Fails to fulfill payment obligations
- Violates the terms of the consulting agreement

In such cases, the Consultant shall not be liable for any consequences resulting from the termination of services.

---

# **SECTION XXVII**

## **ACKNOWLEDGEMENT OF INFORMED CONSENT**

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

The Client acknowledges that they have had the opportunity to ask questions regarding the contents of this Agreement and have voluntarily agreed to its terms.

The Client further acknowledges that they understand the inherent uncertainties associated with the college admissions process and accept full responsibility for participation in educational consulting services.

---

# **EDUCATIONAL CONSULTING LIABILITY WAIVER**

## **ASSUMPTION OF RISK**

## **RELEASE OF LIABILITY**

## **AND INDEMNIFICATION AGREEMENT**

### **PART III**

### **DISPUTE RESOLUTION, LEGAL PROTECTIONS, AND FINAL PROVISIONS**

---

## **SECTION XXVIII**

### **BINDING ARBITRATION AND DISPUTE RESOLUTION**

The Client and the Consultant mutually agree that any dispute, claim, controversy, or legal action arising out of or relating in any way to the educational consulting services provided by the Consultant, the interpretation or enforcement of this Agreement, or any alleged breach of the provisions contained herein shall be resolved exclusively through binding arbitration.

Such arbitration shall be conducted in accordance with the rules and procedures of a nationally recognized arbitration organization operating within the United States of America. The arbitration proceeding shall be conducted before a single neutral arbitrator who possesses professional experience in commercial contract disputes or professional services agreements.

The arbitration shall take place within the Commonwealth of Pennsylvania unless the parties mutually agree in writing to an alternative location.

The arbitrator shall have the authority to determine all issues of arbitrability, liability, damages, and the interpretation of this Agreement. The arbitrator's decision shall be final and binding upon both parties and may be entered as a judgment in any court of competent jurisdiction.

The parties further agree that arbitration shall be the sole and exclusive remedy for resolving disputes related to this Agreement, except for claims that may properly be brought in a small claims court having jurisdiction over such matters.

---

## **SECTION XXIX**

### **WAIVER OF JURY TRIAL**

To the fullest extent permitted by applicable law, the Client and the Consultant hereby knowingly and voluntarily waive any right to a trial by jury in any judicial proceeding arising out of or relating to this Agreement or the services provided by the Consultant.

The Client acknowledges that this waiver of jury trial is a material inducement for the Consultant to enter into this Agreement and provide consulting services.

---

## **SECTION XXX**

### **CLASS ACTION WAIVER**

The Client agrees that any claims brought against the Consultant shall be brought solely in the Client's individual capacity and not as a plaintiff or class member in any purported class action, collective action, or representative proceeding.

The Client expressly waives the right to participate in any class action lawsuit, collective action, or consolidated arbitration involving claims related to the Consultant's services.

All disputes shall be resolved solely on an individual basis between the Client and the Consultant.

---

## **SECTION XXXI**

### **FORCE MAJEURE**

The Consultant shall not be held liable for any failure or delay in the performance of services resulting from events beyond the Consultant's reasonable control.

Such events may include, but are not limited to:

- Natural disasters
- Acts of government
- Public health emergencies
- Internet outages or technological disruptions
- Labor disputes
- War, terrorism, or civil unrest
- Institutional closures or educational disruptions

If such circumstances prevent the Consultant from performing services, the Consultant shall make reasonable efforts to resume services as soon as practicable.

The Client acknowledges that interruptions resulting from such events shall not constitute a breach of this Agreement.

---

## **SECTION XXXII**

### **INTELLECTUAL PROPERTY RIGHTS**

The Client acknowledges that all educational materials, instructional resources, strategy documents, worksheets, templates, guides, digital content, presentations, and written materials provided by the Consultant constitute the intellectual property of the Consultant.

Such materials are protected by copyright law and other applicable intellectual property protections.

The Client agrees that these materials are provided solely for the personal use of the student and family participating in consulting services.

The Client shall not reproduce, distribute, publish, transmit, modify, sell, license, or otherwise disseminate any Consultant materials without the prior written consent of the Consultant.

Unauthorized reproduction or distribution of such materials may constitute a violation of copyright law and may result in legal action.

---

## **SECTION XXXIII**

### **CONFIDENTIALITY AND DATA PRIVACY**

The Consultant recognizes the importance of protecting the confidentiality of student information and personal data.

The Consultant shall make reasonable efforts to safeguard confidential information provided by the Client, including but not limited to:

- Academic records
- Standardized test scores
- Personal essays
- Application materials
- Personal identifying information

The Consultant shall not disclose such information to third parties without the consent of the Client, except where disclosure is required by law or necessary for the provision of consulting services.

The Client acknowledges that electronic communication systems may carry inherent security risks and agrees that the Consultant shall not be liable for unauthorized access to information transmitted through digital platforms.

---

## **SECTION XXXIV**

### **LIMITATION OF DAMAGES**

To the fullest extent permitted by law, the Client agrees that the Consultant shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to the services provided under this Agreement.

This limitation applies regardless of the legal theory under which such damages are sought, including but not limited to contract, tort, negligence, strict liability, or statutory claims.

The Client further agrees that the maximum aggregate liability of the Consultant for any claim arising out of or relating to consulting services shall not exceed the total fees paid by the Client for such services.

---

## **SECTION XXXV**

### **EXPANDED INDEMNIFICATION PROVISIONS**

The Client agrees to indemnify, defend, and hold harmless the Consultant, its officers, employees, contractors, affiliates, representatives, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, or expenses arising from:

1. The Client's breach of this Agreement.
2. The submission of inaccurate, misleading, or fraudulent information in connection with college applications.
3. The misuse or unauthorized distribution of Consultant materials.
4. The Client's violation of institutional admissions policies.
5. Any claims brought by third parties arising from the Client's actions in connection with the consulting services.

The Client agrees that such indemnification shall include reasonable attorney's fees, legal costs, arbitration costs, and other expenses incurred by the Consultant in defending against such claims.

---

## **SECTION XXXVI**

### **SEVERABILITY**

If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid, unenforceable, or contrary to applicable law, the remaining provisions of this Agreement shall remain in full force and effect.

The parties agree that any invalid provision shall be modified to the extent necessary to make it enforceable while preserving the original intent of the Agreement.

---

## **SECTION XXXVII**

### **NON-WAIVER**

The failure of the Consultant to enforce any provision of this Agreement shall not constitute a waiver of the Consultant's right to enforce that provision or any other provision at a later time.

Any waiver of rights under this Agreement must be made in writing and signed by the Consultant.

---

## **SECTION XXXVIII**

### **ASSIGNMENT**

The Client may not assign or transfer their rights or obligations under this Agreement without the prior written consent of the Consultant.

The Consultant may assign this Agreement to affiliated entities, successors, or authorized representatives for the purpose of providing consulting services.

---

## **SECTION XXXIX**

### **ENTIRE AGREEMENT AND INTEGRATION**

This Agreement constitutes the complete and exclusive statement of the agreement between the parties regarding the subject matter contained herein.

This Agreement supersedes all prior discussions, negotiations, representations, or agreements relating to liability waivers associated with educational consulting services.

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

---

## **SECTION XL**

### **ACKNOWLEDGEMENT OF VOLUNTARY EXECUTION**

By signing below, the Client acknowledges that they have carefully read and fully understand the terms and conditions contained within this Agreement.

The Client further acknowledges that:

- They have had sufficient opportunity to review this Agreement.
- They understand the legal rights they are waiving.
- They have voluntarily agreed to the terms contained herein.

The Client affirms that they enter into this Agreement freely and without coercion.

---

# SECTION XLI

## SIGNATURE AND EXECUTION

This Agreement shall become effective upon the date of execution by the parties.

---

### CLIENT INFORMATION

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

Client / Parent / Guardian Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

---

### CLIENT SIGNATURE

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

---

### CONSULTANT REPRESENTATIVE

Consultant Name: Dr. Nathan Hurwitz – College Admissions Consultant, Limited Liability Company

Authorized Representative Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_