

# Appendix F – BPI Parental or Guardian Consent and Waiver of Liability Form for Applicants Under the Age of 18



See next page for Waiver and Release of Liability, Assumption of Risk Agreement and Parental Consent and Indemnity Agreement

By initialing here, I (or parent/guardian if under 18 years of age) understand this is a two-sided document which contains important information on the reverse of this form and requires my signature on the final page \_\_\_\_\_ (Initial here).

**BY SIGNING, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS WAIVER AND RELEASE OF LIABILITY. THE APPLICANT MAY TAKE THE EXAM ONLY IF THE APPLICANT AND PARENT/GUARDIAN AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE APPLICANT AND PARENT/GUARDIAN DO NOT AGREE TO THE TERMS AND CONDITIONS, APPLICANT SHALL SELECT "NO, I DO NOT AGREE" BELOW AND WILL NOT BE ALLOWED TO TAKE THE EXAM.**

### Dear Parent or Guardian:

We appreciate your child’s interest in learning building science and preparing for employment in the residential energy efficiency industry. BPI Professionals perform diagnostics, repairs, and install improvements on homes that translate into energy savings, improved comfort, and more durable homes. While every precaution is taken to ensure a safe exam experience for Applicants, existing homes do present certain dangers. BPI and the BPI Test Center delivering this exam rely on mature, responsible professional proctors to deliver exams, however there are certain hazards inherent in the exam process. Accordingly, it is our policy to require the execution of this Consent Waiver of Liability Form by a parent or guardian of Applicants under the age of 18. Please be aware that the laws of your state may prohibit persons under the age of 21 from obtaining employment in certain construction related fields.

Please acknowledge your consent and agreement to the following by signing below:

I am the parent and/or legal guardian of \_\_\_\_\_, who is \_\_\_\_\_ years old, and he/she  
*full name of Applicant* *age*  
has my permission to participate in the BPI exam process.

On behalf of said minor, I hereby release BPI, the BPI Test Center, their officers, agents, employees, volunteers, owner(s), administrators, directors, officers, trainers, and employees from and against any liability, damages, expenses, or injury including medical expenses and/or property damage cause or sustained by said minor or third parties while engaging in or as a result of the exam process. I further agree to personally indemnify BPI, the BPI Test Center, their officers, agents, employees, volunteers, owner(s), administrators, directors, officers, trainers, and employees from and against any liability, damages, expenses, illness, or injury including medical expenses and/or property damage cause or sustained by said minor or third parties while engaging in or as a result of the exam process.

### Waiver and Release, Assumption of Risk and Parental Consent and Indemnity Agreement

*In consideration of my being allowed to participate in BPI exam activities, I agree:*

1. I understand the nature of BPI exam activities for the certification for which I have applied, and I am aware of my training, experience, and capabilities, and believe I am qualified to participate in such activity.
2. I further acknowledge that I am aware the activities will be conducted in facilities that may contain unsafe or potentially hazardous conditions, including but not limited to:
  - Electric and combustion appliances, including ducting, venting, wiring, and other conditions, and components which may be in unsafe condition
  - Mold, lead paint, asbestos, and other hazardous or toxic chemicals

- Improperly installed or faulty electrical wiring
  - Structures which may be in unsafe condition
  - Dangerous combustion gases, including carbon monoxide, and dangerously hot or combustible materials, which may be in unsafe condition
3. I understand that I will be required to use electrical or battery-powered equipment and tools.
  4. I understand I may be required to climb on or walk in, on, or around walls, floors, yards, attics, and cellars of buildings that may be in unsafe condition.
  5. I further agree and warrant that if I believe conditions to be unsafe, I will immediately discontinue participation in the activity.
  6. I understand the exam will be videotaped for quality assurance purposes, but may not be reviewed by the Applicant, parent, or trainer.
  7. **I fully understand** that:
    - a. Exam activities involve risks and dangers of **serious bodily injury, including permanent disability, paralysis, and death** ("Risk").
    - b. These risk and dangers may be caused by me or the actions or inactions of others participating in the activity, the condition in which the activity takes place, or the **negligence of the "releasees" named below**.
    - c. There may be other risk and social and economic losses either known to me or not readily foreseeable at this time; and **I fully accept and assume all such risks and all responsibility for losses, cost, and damages** incurred as a result of my participation in these activities.

I HEREBY RELEASE , DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE HOLD HARMLESS BPI, THE BPI TEST CENTER, THEIR OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, OWNER(S), ADMINISTRATORS, DIRECTORS, OFFICERS, TRAINERS, AND EMPLOYEES (EACH CONSIDERED ONE OF THE "RELEASEES" HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE APPLICANT, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, OR ANYONE ON MY BEHALF MAKES A CLAIM AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS OF LIABILITY, DAMAGE OR COST THAT MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

**Consent and Release of Parent or Guardian**

I am the parent or guardian of the child applying to take the BPI exam for certification. My child is fit for participation in these exam activities, and I consent to my child's participation. **I have read and understand the application and this waiver and release.** In consideration of allowing my child to participate, I consent to it and agree that **its terms shall likewise bind me, my child, my heirs, legal representative, and assignees. I hereby release and shall defend, indemnify and hold harmless the releasees from every claim and any liability** that I or my child may allege against the releasees (including reasonable attorney's fees or cost) as a direct or indirect result of injury to me or my child because of my child's participation in the event, **whether caused by the negligence of the releasees** or others. **I promise not to sue releasees** on my behalf or on behalf of my child regarding any claims arising from my child's participation in any BPI exam activities.

- I agree and accept the terms and conditions of this agreement
- I do not agree (you will not be permitted to take the exams)

**\*\*\*CAUTION\*\*\***

Read above carefully before signing. This document releases all liability of the releasees, and you may wish to seek legal counsel before signing.

\_\_\_\_\_  
Printed Name of Applicant for BPI Certification      Date

\_\_\_\_\_  
Signature of Applicant for BPI Certification      Date

\_\_\_\_\_  
Printed Name of Parent or Guardian      Date

\_\_\_\_\_  
Signature of Parent of Guardian      Date