

Washington State Board of Bar Examiners
LAPTOP PROGRAM WAIVER OF LIABILITY

By registering to participate in the Laptop Program for the **xxxx** bar examination I hereby agree and understand that:

1. I am responsible for providing my own laptop computer for use on the bar examination and that the system requirements for my laptop must meet or exceed the minimum system requirements published by the Washington State Bar Association and ILG EXAM360 at <https://washington.ilgexam360.com/home.action>
2. I understand that the WSBA and its agents assume no liability for my decision to participate in the laptop program.
3. The WSBA does not warrant or guarantee the security software provided for the Laptop Program by the software vendor and assumes no liability in the event there are technical difficulties during the bar examination, including but not limited to hardware or software malfunctions, data saving or retrieval problems, operator errors or the loss of electrical power at the examination facility ("technical difficulties").
4. In the event of any technical difficulties during the bar examination, I will immediately notify a proctor and I understand that I must continue with the bar examination by handwriting my essay answers in the answer books provided. If I choose to continue to use my laptop after experiencing technical difficulties, or when I am instructed not to, I do so at my own risk. I also understand that in the event of any technical difficulties during the bar examination, no additional testing time will be given to me.
5. I agree to follow all of the laptop instructions provided by the Board and the software vendor.
6. I acknowledge that the WSBA assumes no liability in the event that any portion(s) of my essay answer(s) becomes lost or missing due to technical difficulties, and if any or all of my essay answers are unrecoverable, only those portions that are able to be retrieved will be graded.
7. The WSBA has no obligation to undertake efforts to retrieve any portion(s) of my essay answer(s) which may be lost or missing due to technical difficulties. If the WSBA elects to do so, I agree to assist by (a) keeping the security software and files on my laptop until results for the bar examination have been released; (b) emailing, uploading or mailing any data or files from my laptop as may be requested by the software vendor for inspection and (c) presenting my laptop to the software vendor.
8. The WSBA is not responsible for any circumstance that prevents the recovery of missing or lost portions of my essay answers, including modifications of the security software, loss of my laptop through accident or theft or my failure to cooperate in any recovery efforts.
9. If I rent or borrow a laptop for the bar examination, I do so at my own risk, knowing that in the event of technical difficulties, I understand that I may not be able to retrieve files which could assist in the recovery of lost or missing portions of my essay answers.
10. **I agree to upload my essay answers to the software vendor's secure web server as instructed. I further understand that a failure to upload all of my answer files by 11:59PM PST Friday, xxxx will result in the disqualification of my essay answers. No exceptions will be made for any of the items mentioned on this form.**

Name (please print): _____ APPLICANT ID #: _____

Applicant Signature: _____ Date: _____

