**National College for DUI Defense, Inc.**

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**Sworn Application Agreement**

**for Board Certification in DUI Defense Law**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being duly sworn, depose and

print or type name

state that in connection with my application and certification (if granted), I agree to abide by all rules, regulations, and procedures promulgated by the Board of Regents (Board) of the National College for DUI Defense, Inc. (National College), as amended from time to time, and to pay all required fees when due. By initialing each titled section below, I hereby evidence my agreement to be bound by the provisions of each section.

**Authorization to Review Documents** (Initial here: )

In making and filing this application for Board Certification in DUI Defense Law, and regarding any subsequent evaluation of my certification status, I authorize all persons, firms, officers, corporations, associations, organizations, state or federal agencies, and institutions to furnish to the National College, or any of its authorized representatives, all relevant documents, records, or other information that may be requested in the investigation of this application, or in the investigation of my continuing satisfaction of the standards for certification.

I agree that all information received by the National College from any person or entity may be treated confidentially by the Board. I hereby waive that confidentiality with regard to any state agency with jurisdiction over legal specialization. I further waive that confidentiality with regard to any organization or entity approved by the state to certify legal specialists to which I have applied, or by which I am certified.

**Waiver of Review** (Initial here: )

I specifically waive any right to review any statements of reference, and all other evaluations in whatever form, submitted to the Board whether solicited by me or by the Board. I agree to have no contact with any person listed as a reference concerning any information or material which may have been provided by the person to the Board. In addition, and in order to protect the assurances of confidentiality given to persons providing references, I agree not to seek discovery of such reference information, material, or evaluations, formally or informally, in any legal proceeding or otherwise.

**Release of Liability and Indemnification Agreement** (Initial here: )

I release, discharge, and exonerate the National College, its Board of Regents, Board of Directors, officers, executive director, staff, agents, employees and representatives, all persons involved in the testing and/or grading process and any person furnishing information, material, or evaluations to the Board of Regents, from any and all liability of every nature and kind arising from the investigation and evaluation of my application, the administration and/or grading of my examination, and/or my continuing satisfaction of the standards for certification.

I agree to defend, or pay the costs of defense for, at the discretion of the Board of Regents, any lawsuit, claim, or other action initiated against the Board of Regents or Board of Directors, any of its Regents, Directors, Fellows, officers, executive director, staff, agents, employees, representatives and/or any person furnishing information, material, or evaluations to the Board of Regents, from any and all liability of every nature and kind arising from the investigation and evaluation of my application, the administration and/or grading of my examination, and/or my continuing satisfaction of the standards for certification.

I further agree to indemnify the Board of Regents or Board of Directors, any of its Regents, Directors, Fellows, officers, executive director, staff, agents, employees, representatives and/or any person furnishing information, material, or evaluations to the Board of Regents for any judgment or settlement ordered, or paid, as a result of any such lawsuit, claim, or other action.

**Non-Disclosure** (Initial here: )

I agree that if my application is accepted to take the examination, I will not disclose to any person or entity any information regarding the identity of others who have applied for Board Certification, the format of the examination, the actual questions used, or any information relating to the current examination, any past examination I may have taken, or the examination process to anyone else.

It is further understood, however, that I may participate in a study group of other applicants for the current exam.

**Passing the Examination: Disclosure** (Initial here: )

In the event I successfully pass the Board Certification Examination, I hereby agree not disclose or otherwise claim to have passed the Board Certification Examination unless and until the NCDD has granted me Board Certification pursuant to the Rules Governing Board Certification.

**Suspension, Revocation or Expiration of Certification** (Initial here: )

I agree that in the event I become certified and my certification is subsequently suspended or revoked, or I am not recertified, I shall immediately cease to hold myself out in any way as being board certified by the National College for DUI Defense, and will remove my certificate from public display.

**Review of Application and Application Agreement** (Initial here: )

I hereby certify that I have personally and carefully reviewed each part of my application, together with all supporting documentation. This includes, but is not limited to, this Application Agreement. I further certify that I have made each statement and representation, and answered each question contained therein fully and frankly, without concealment or reservation. Such questions and answers are within my personal knowledge and are true and complete.

Signature of Applicant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned, a Notary Public in and for the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certifies that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ appeared in person, and before me SUBSCRIBED and SWORE to the above Application Agreement, under penalties for perjury, this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, and to which witness my hand and seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Stamp or Seal**  Printed Name

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.