

**Design professionals seek reallocation of contractual risks with exculpatory provisions that waive consequential damages, provide exclusive remedies, and limit liability. This article discusses risk allocation principles in the owner-design professional relationship and examines the history and enforceability of exculpatory provisions in such contracts. A hypothetical scenario emphasizes the practical effect and risks of such provisions. The goal of this article is to heighten owners' awareness that these provisions significantly impact traditional contract rights and remedies.**