

# ATHLETIC TRAINING SERVICES AGREEMENT

This Athletic Training Services Agreement (the "Agreement") is made and entered into between the Joint School District No. 2 (the "District"), and Mountain Land Rehabilitation, Inc., a Utah corporation ("MLR").

## RECITALS

1. The District owns and operates Meridian High School (the "High School") located at 1900 W. Pine Ave., Meridian, Idaho 83642.
2. The High School requests athletic training services in addition to the athletic training services provided by the High School for its students who participate in the High School's sanctioned athletic programs. The High School desires the use of an additional athletic trainer for two days of training room and game coverage per week, approximately 90-95 events during the three seasons through the school year.
3. The High School recognizes the need for additional general supervision of its student athletic trainers by a Certified Athletic Trainer in connection with providing athletic training services to its student athletes during game coverage.
4. MLR desires to provide athletic training services to the District through the services of a Certified Athletic Trainer and in accordance with the terms of this Agreement.

## AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, MLR and the District agree as follows:

1. **Term** - The term of this Agreement shall commence on the first day of the High School's varsity football practice or September 1, 2007, (whichever occurs first) and terminate on the date of the High School's last athletic team home event but no later than May 31, 2008. The term of this agreement shall be renewed annually only upon written agreement by both parties. Either party may terminate this Agreement with ninety days written notice to the other party.

2. **Compensation** - The District agrees to pay to MLR the sum of nine thousand eight hundred dollars (\$9,800.00) (the "Training Services Fee") for the 2007/2008 school years for providing Training Services under this Agreement. The District shall pay the Training Services Fee in nine (9) equal monthly payments of one thousand eighty-eight dollars and eighty-eight cents (\$1,088.88) beginning on the last day of each month, commencing with the month of September 2007.

The District also agrees to pay to MLR the amount of twenty-five dollars (\$25.00) per hour ("Other Services Fee") for any other services provided outside of those services described in Section #4 of this Agreement. The District agrees to pay for Other Services within 30 days of the receipt of an invoice submitted to the District by MLR. Invoices shall be delivered monthly to the attention of the Meridian High School Athletic Director. Any amounts owing MLR by the District, which are not paid when due, shall accrue interest to the parent/guardian at the rate of twelve percent (12%) per annum.

MLR may charge parents and guardians for any visits made by student athletes to the MLR clinic. Prior to providing any such services to student athletes at the MLR clinic, MLR shall in writing inform the student and his/her parents/guardians that any and all charges for such services shall be and remain the responsibility of the parents/guardians and that the District shall not be financially responsible for any such service.

3. **Equipment and Supplies** - The High School shall supply all athletic training supplies to be used when MLR is scheduled to cover games for the High School.
4. **Training Services** - The services of MLR shall be requested and directed by the Meridian High School Athletic Director and Head Athletic Trainer. MLR agrees to provide to the High School the following services in accordance with this Agreement ("Training Services"):
  - 4.1 Providing an opportunity for each senior student trainer to spend time observing rehabilitation and treatment at MLR's clinic in Meridian, Idaho. No student shall receive any compensation for any services provided by such student in connection with Training Services.
  - 4.2 Athletic training services for at minimum of 90 days/events, but no more than 95 days/events, for student athletes attending and participating in athletic events of the High School (the "Student Athletes"). The services will be provided by an athletic trainer ("ATC") certified with the National Athletic Trainers Association Board of Certification ("NATABOC") and/or registered with the Idaho State Board of Medicine. A physical therapist ("P.T.") licensed with the Idaho State Board of Medicine may

also provide services. Injured Student Athletes needing treatment with facilities not available at the High School may receive treatment at MLR facilities, and all such treatment shall be the responsibility of the students, parents/guardians.

- 4.3 In the event of an injury to a student athlete, MLR shall provide “initial care” and management of the injury. The treatment shall be provided at the High School or at MLR’s office, at MLR’s discretion, and at no additional cost to the District.
- 4.4 MLR personnel shall provide these additional Training Services. Kip Dribnak, ATC will serve as the director of MLR’s athletic training program.
5. **Schedule of Events** - The District agrees to deliver to MLR a schedule for athletic events to be held during each sport season, and all subsequent seasons no later than thirty (30) days before the commencement of the season. MLR acknowledges that the District requests coverage for 90-95 days. Events through the 2007-2008 school years. MLR shall have no obligation to provide Training Services at any event that is not included on the schedule unless reasonable time is given to MLR and staff is available. Any additional state or district sanctioned events that provide additional money shall go to the covering athletic trainer.
6. **Initial Treatment** - In connection with Training Services, the initial treatment and care of athletic injuries that occur during MLR coverage of events with student athletes will be under the care of MLR’s athletic trainer or physical therapist. Additional rehabilitation and or treatment of injuries will be under the supervision of Meridian High School head athletic trainer. The District and MLR agree that injuries, which warrant physician evaluation, will be seen by a physician to provide accurate medical diagnosis and treatment. The District and MLR also agree that injuries that warrant emergency transport by city or state emergency professionals will be at the discretion of the athletic trainer, or MLR staff on duty. MLR agrees to encourage the physicians in Meridian, Idaho to accept injured student athletes into their practice for evaluation and treatment. The District agrees to give notice to all student athletes, parents, and guardians that visits to a physician may be medically necessary and that the policies of each physician will determine the cost of the visit. MLR shall not be liable or responsible for any medical costs in connection with any student athlete, including any potential emergency transport by city or state emergency health professionals.
7. **Parental Consent** - MLR agrees to obtain parental or guardians consent for all procedures and treatment beyond immediate first aid that are not considered usual

and customary in the Sports Medicine or Athletic Training profession. MLR agrees to follow the established protocols for such procedure set forth by Meridian High School.

8. **Other Services** - From time-to-time, the District or High School may request additional services to Training Services, but which are not Training Services, which MLR may be willing to provide, in its discretion (“Other Services”). MLR shall be under no obligation to provide Other Services, which are not acceptable to MLR.
9. **Malpractice Insurance** - MLR shall keep and maintain professional malpractice insurance in the amount of \$1,000,000, Professional Liability per incident; \$3,000,000 aggregate which covers such occurrences as are commonly accepted in MLR’s industry. The covered occurrences shall include Training Services and Other Services provided by MLR under this Agreement.
10. **Indemnification** - The District shall indemnify and hold harmless MLR, and its officers, directors, employees, shareholders and agents, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorneys' fees and costs, arising out of or pertaining to the District’s negligence with respect to the subject matter of the Agreement. MLR agrees to indemnify and hold harmless the District and its trustees, administrators, employees and agents from and against any and all claims, demands, liabilities and actions including the payment of all legal expenses including reasonable attorney’s fees and costs, arising out of or pertaining to MLR’s negligence of services under this agreement.
11. **Material Breach** - If either party believes that the other has materially breached this Agreement, such party shall give the other written notice of such breach, the notice shall specify the nature of the breach and, if appropriate, the actions which need to be taken by the defaulting party to cure the breach. Both parties shall have the duty to meet and attempt, in good faith, to resolve any disputes or disagreements. The party alleged to be in default should have forty-five (45) days within which to cure such default, attempt to resolve the disagreements or disputes or to cure the same. Should there be a material breach and should the same fail to be cured or resolved, then both parties shall have all rights and remedies against the other as permitted by law and or this Agreement.

MLR acknowledges that the District is responsible for the well-being and best interests of all the students within the Meridian School District. In the event the District finds the athletic trainer to be unsatisfactory or unsuitable, then the

District shall notify MLR in writing of such finding. Upon receiving in writing a complaint, MLR will have (45) days in which to resolve the situation within reason to the Districts satisfaction

12. **Non-Solicitation of MLR Staff** - The District agrees and acknowledges that all athletic trainer(s) to be supplied by MLR under this Agreement have been or will be recruited, trained and placed at significant expense to MLR, and MLR has a compelling interest in maintaining its contractual relationship and expectancy of future contractual relationship with such athletic trainers. In addition, if MLR supplied athletic trainers were to terminate their relationship with MLR and render services directly to the District, the District would be unfairly benefited, without adequate compensation to MLR. Accordingly, the District agrees that it, and its agents, shall not during the term of this Agreement, including any renewal term, and for a period of eighteen (18) months following termination of this Agreement, directly or indirectly, impair, or initiate any attempt to impair, the relationship or expectancy of a continuing relationship between MLR's athletic trainers and MLR. Specifically, but without limitation, neither the District nor its agents, shall make offers or contracts of employment for services with such athletic trainers or with any partnership, corporation or association through which such athletic trainers may render services or employment to District. If such agreement or contract of employment is made between the District and MLR staff, the District agrees to compensate MLR the sum equal to one-half the total amount of this contract, or \$4,900 thousand nine hundred dollars (\$4,900.00).
13. **No Third Party Beneficiaries** - This Agreement is for the sole and exclusive benefit of the District and MLR, and is not intended to benefit any third party, including any parent, guardian, student athlete, or student trainer. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.
14. **Attorney's Fees** - If either party brings any action to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees, costs, and expenses of litigation.
15. **Entire Agreement** - This Agreement (a) constitutes the entire agreement between the District and MLR concerning the subject matter of this Agreement, (b) supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the parties regarding the subject matter of this Agreement, and (c) may not be amended except in writing signed by the District and MLR. The laws of the state of Idaho shall govern this Agreement.

Dated effective as of September 1, 2007.

**Joint School District No. 2**  
**911 Meridian Street**  
**Meridian, Idaho 83642**

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

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

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

**Mountain Land Rehabilitation:**

Mountain Land Rehabilitation, Inc.  
1952 E. 7000 S., Suite 100  
Salt Lake City, UT 84121

Mountain Land Rehabilitation  
230 W. Mallard Dr. Ste A  
Boise, Idaho 83706

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

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

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