

ATHLETIC TRAINER SERVICES AGREEMENT

This Athletic Trainer Services Agreement (the "Agreement") is entered into as of this first day of December, 2011 by and between Sport & Spine Clinic L.P. ("CLINIC") and D.C. Everest High School ("SCHOOL"). The Effective Date of this Agreement shall be December 1, 2011.

WHEREAS, SCHOOL and CLINIC desire that CLINIC provide athletic training services to SCHOOL.

NOW THEREFORE, it is mutually agreed as follows:

1. Services Provided. CLINIC will provide the following services:

1.1 CLINIC will make available a National Athletic Trainer Association Certified Athletic Trainer ("ATC") for up to eighty (80) hours per month for the coverage of athletic events as reasonably requested by SCHOOL. Notwithstanding the foregoing, nothing in this paragraph 1.1 shall guarantee the availability of an ATC for any event.

1.2 CLINIC shall make available an ATC to cover the Athletic Training Room at the SCHOOL every Monday through Friday from 3:00 PM – 4:00 PM. CLINIC shall make ATC available for extended hours on game days.

2. Term and Termination.

2.1. Term. The term of this Agreement shall be for three consecutive years (as defined by regular class schedule) and shall automatically renew for an additional school year at the beginning of each such successive school year unless earlier terminated upon Ninety (90) days notice prior to the beginning of a successive school year, or for Cause as set forth in Section 2.2.

2.2. Termination for Cause. This Agreement may be terminated by CLINIC or SCHOOL if either party shall fail by omission or commission in any substantial manner to provide the services and/or fulfill its obligation as specified in this Agreement.

2.3. Effects of Termination. The effect of termination of this Agreement as hereinabove provided shall be that neither party shall have any further obligation hereunder except for obligations accruing prior to the date of termination and obligations by their nature extending beyond the date of termination

3. Athletic Training Fees. During the term of this Agreement, CLINIC will as a gesture of goodwill, provide Athletic Training services free of charge to the SCHOOL; *provided, however*, that in the event SCHOOL requires additional athletic training services beyond the maximum hour commitment provided in Section 1.1 above, SCHOOL shall agree to pay a reasonable hourly rate for such services to be mutually agreed upon between the parties. Payment can be made direct to medical provider.

4. Supplies. SCHOOL agrees to provide CLINIC, at SCHOOL's sole cost and expense, all Athletic Training supplies for student use as requested by CLINIC.

5. Indemnification. SCHOOL does hereby indemnify and hold harmless CLINIC from any and all claims, losses, costs and expenses arising in whole or in part out of the negligence, misconduct or gross negligence of any of SCHOOL's personnel, representatives, employees, contractors, related to this Agreement. CLINIC does hereby indemnify and hold harmless SCHOOL from any and all claims, losses, costs and expenses arising in whole or part out of the negligence, misconduct or gross negligence of any of the CLINIC's personnel, representatives, employees, contractors, related to this Agreement.

6. Independent Contractor. In the performance of the work, duties, and obligations specified in this Agreement, it is mutually understood and agreed by the parties that CLINIC is at all times acting and performing as an independent contractor to SCHOOL in the provision of services. CLINIC and SCHOOL expressly negate any intent to create, and this Agreement shall not be construed as creating, any partnership, joint venture, employer-employee relationship, or any other relationship except that of independent contractor.

7. Prohibition of Assignment. This Agreement is personal to the parties hereto, and neither this Agreement nor any of the rights, privileges or duties arising herefrom may be assigned, transferred, or delegated unless specifically provided herein.

8. Consent/HIPAA Compliance. SCHOOL shall ensure that each student athlete shall enter into (i) a consent to allow CLINIC to render services, and (ii) an agreement authorizing the release of their health information to the school's athletic department.

9. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

10. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, and the basis of the bargain of this Agreement is not thereby destroyed, such invalidity, illegality, or unenforceability shall not affect the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

11. Entire Agreement. This Agreement and attachments hereto constitute and express the entire agreement of the parties. This Agreement may be changed, amended or modified only by written agreement endorsed hereon and signed by CLINIC and SCHOOL hereto. This Agreement is for the sole benefit of CLINIC and SCHOOL.

12. Non-Solicitation and Non-Hire. During the term of this Agreement and for a period of one (1) year thereafter, SCHOOL, without obtaining prior written consent of CLINIC, will not, directly or indirectly employ, hire, contract with, recruit, or attempt to recruit for employment, or solicit, or encourage to leave employment, any person who is or has been an employee of CLINIC or any of its affiliates and is providing or has provided services on behalf of SCHOOL, *provided, however,* nothing in this section 12 shall prevent SCHOOL from employing a person who is or has been an employee of CLINIC in a capacity other than as an athletic trainer. In the event that SCHOOL violates any of the covenants set forth in this section 12, the CLINIC shall be entitled to specific performance, or immediate preliminary and/or injunctive relief, in any court of competent

jurisdiction without necessity of posting bond, as well as money damages, insofar as they can be determined, and attorney's fees and costs

13. Exclusivity. SCHOOL agrees that, in exchange for the mutual covenants contained herein, SCHOOL shall not utilize, retain or employ athletic medicine services other than CLINIC (as defined in paragraph one) during the term of this Agreement without the prior consent of CLINIC.

IN WITNESS WHEREOF, the parties have executed this Agreement this day and year first above written.

SCHOOL

By: _____

Name: Kristine A. Gilmore

Title: Superintendent

CLINIC

Glenn McDowell, COO