

Name _____ Date _____

KOHED has elaborated this training program and has taught in many schools that offer a training curriculum, ending in a Certificate of Completion in each module. These certificates are recognized by a number of health and fitness associations in those countries. KOHED also offers the possibility of setting up a training program tailor made to your fields of interest and your specific needs in many areas of training. KOHED goal is to assist in training competent trainers and therapists.

Within the context of the training you are presently following, leading to a Completion of Certification with KOHED or related techniques, you are receiving documentation and you are following the teachings of KOH Education (KOHED) courses.

As a counterpart to providing you with information and accompanying documentation, you agree to recognize KOHED Rights as well as the confidential and exclusive nature of the Confidential Information (as defined hereunder) and to preserve the integral nature of the documents in conformity with this Agreement, and you accept all the restrictions and obligations provided for herein. You also understand that these undertakings constitute a condition without which KOHED would not provide you with this information.

Definitions The expression << KOHED Rights >> means no documentation, including without limitation, transcripts, treatment and training techniques, know how, books, articles, conferences, courses, course outlines or any and all other forms of written information which, as a whole, constitutes KOHED intellectual property (of which he holds the exclusive property, directly or via a holding company), and that this intellectual property benefits from all legal protection according to the *Copyright Act*, international conventions, governing copyright as well as the various rights and laws protecting intellectual property both at the state and federal levels.

The expression << Confidential Information means any information concerning the teachings in all forms whatsoever including KOHED Rights as well as all related or attached elements, that are provided or presented to you by KOHED in any form whatsoever The Confidential Information, also includes all notes analysis, computations and studies and all summaries and other documents prepared by you which contains the Confidential Information or which are based, in whole or in part, on them.

Disclosure and Use of KOHED Rights and the Confidential Information You hereby agree that you will not use KOHED Rights as well as the Confidential Information for any other purpose than for your personal needs and for consultation, classes, without intermediaries, for the sole and exclusive purpose to provide training to your eventual clients. You further undertake to not directly or indirectly offer or teach KOHED training or other related techniques by using the Confidential Information or KOHED Rights subject to the penal clause forming part of this Agreement You will be held personally liable if you violate, directly or indirectly this Agreement.

Absence of Representations and Warrantees You recognize that KOHED has not made or given, nor is he making or giving any declaration or warranty (implied or express) as to the complete nature of the Confidential Information and KOHED Rights which have been remitted to you. You acknowledge that KOHED shall no be responsible towards you in any way whatsoever for the use by you of KOHED Rights or the Confidential Information.

Penalty You expressly acknowledge that any default on your part to conform to the provisions of this Agreement, if it is not remedied within three (3) days of the receipt of a written notice from KOHED indicating such default, will expose you to the immediate payment of a penalty in the amount of twenty thousand US dollars {20,000 US\$}. The payment of this penalty will in no way affect any and all rights open to KOHED under this Agreement The fact that KOHED demands payment of the penalty mentioned above does not constitute in any way a waiver by KOHED to any rights or recourses whatsoever, available to him.

Legal Remedy It is understood and agreed that no failure or delay by KOHED in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

Damages resulting from your breach of this Agreement may well be impossible to measure accurately, and injuries sustained by KOHED may well be incalculable and irremediable. Therefore, in addition to claiming damages in respect thereof, KOHED shall be entitled as a matter of right to seek an injunction to prevent a breach of the covenants and obligations hereof and such right shall be cumulative and in addition to any other remedies which may be available, You shall indemnify KOHED , and save him harmless, effective as and from the date hereof, from and against any claim, demands, actions, causes of action, direct damages losses, costs, liabilities or expenses which it may suffer or incur, or which may be made or brought against him, as a result of, in respect of, or arising out of, any breach or non-fulfillment of any term or condition of this Agreement by you.

Governing Law This Agreement shall be governed by and construed in accordance with the laws of the USA. Accepted on the date of registration and the date of the course registered..

Signature _____

Name _____ Date _____

Address _____

Phone _____ Email _____

You agree that by participating in this continuing education course presented by the KOH Education, being held in City where the course is presented and on Date of the module you do so entirely at your own risk.

You agree that you are voluntarily participating in these activities and the use of these facilities and premises, and assume all risks of injury, illness, or death. You are responsible for informing participants of any pre-existing conditions, illnesses or injuries that would contra-indicate manual physical therapy examination and treatment and withdrawing from participation.

Providers: In addition, you are aware that all participants are currently a PT, PTA, OT, OTA, DO, MD, RN, DC, AT, LMT, or CMT and are licensed to practice. We are also not responsible for any loss of your personal property.

Students: In addition, you are aware that all participants are currently in Physical Therapy School and have not yet completed their physical therapy training and are not licensed to practice physical therapy, and therefore participants may have varying familiarity and skill with manual physical therapy, and if you are uncomfortable with any procedure that is being performed, you should immediately cease participation. We are also not responsible for any loss of your personal property.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

You acknowledge that you have carefully read this “waiver and release” and fully understand that it is a **release of liability**. You expressly agree to release and discharge course instructors, course assistants, participants, employees of host facility, host facility owners or shareholders, executive officers or employees of KOH PT, Inc./dba KOH Education from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against KOHPT, KOH Education, or their associates for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

By participating in this or any other Continuing Education Course you acknowledge that you understand its content and that this release cannot be modified orally.

AUDIO, PHOTO & VIDEO Release of Liability: I, the undersigned, hereby give my consent to **KOH PHYSICAL THERAPY, INC. /KOH Education** the absolute, unrestricted and irrevocable right and permission to take my photography, reproduce, distribute and display my image, likeness, name and any other identifying characteristics, solely for **KPT, INC. /KOH Education** purposes.

I understand that there is no compensation for the use of the audio, photos, and/or videos of me. This Release of Liability shall be binding on me, my family, heirs, next of kin, legal representatives, beneficiaries, successors and assigns. I hereby authorize **KPT, INC. /KOH Education** to use, reproduce, distribute, display, and to license others to use, reproduce, distribute, and display, my image, and photograph, as well as any video, digital, or audio recording or reproduction, in connection with external and internal communications of the Program for the sole purpose of **KPT, INC. /KOH Education** programs.

I expressly release **KPT, INC. /KOH Education** from any and all claims whatsoever in connection with the use and reproduction of my image, voice, likeness, name or any other identifying characteristics in the above mentioned materials.

I hereby warrant that I have read this release and license and the terms thereof prior to its execution and that I am fully familiar with and understand the contents hereof. I am over eighteen years of age.

Signature _____