TRIGGER POINT PERFORMANCE THERAPY AGREEMENT

This agreement is made by and between:

The Presenter/Organizer: Trigger Point Performance Therapy (TPPT) and
The Venue: University of Cincinnati Campus Recreation

Venue Address:
2820 Bearcat Way
Cincinnati, OH 45221

Venue type (store, gym, fitness facility, clinic, etc.): campus recreation center

Venue Telephone Number: (513) 556-0604

Venue Website/Email Address: http://www.uc.edu/reccenter.html or ashley.varol@gmail.com

Other Venue information critical to successful class teaching: former host site

Whereas:

A. Trigger Point Performance Therapy is the organizer of the event,
   - Myofascial Compression™ Techniques
   - Saturday, October 26, 2013
   - 9am-5pm

B. Trigger Point Performance Therapy is the organizer of the event,
   - SMRT-CORE® Training
   - Sunday, October 27, 2013
   - 9am-5pm

C. The Presenter is willing to present at the events subject to the following terms and conditions.
THEREFORE, IT IS AGREED AS FOLLOWS:

TPPT agrees to deliver the following course(s):

- **Myofascial Compression™ Techniques (8 hours)**
- **SMRT-CORE® Training (8 hours)**
- TPPT is allowed to solicit products and educational material related to the professional content of the courses.
- TPPT is allowed to sell 28 tickets at $279 to the MCT™ course
- TPPT is allowed to sell 28 tickets at $219 to the SMRT-CORE® course
- 2 complimentary enrolments for each course for University of Cincinnati to use at their discretion
  - List of FOC participants must be sent a week prior to the class

In consideration of the above, The Venue shall:

1. Provide confirmation for the following items:
   a) White/Blank wall or projector screen
   b) Speakers (for video within presentation)
   c) Wi-Fi
   d) Willingness to ship extra/unused product back to TPPT. TPPT will issue shipping return labels for ease of returning product at no cost to the venue.
   e) Mats and/or rubber surface (appropriate for participants to sit on the floor for long periods of time)
2. The Organizer shall reserve the right to use any photographic materials directly or indirectly involving the Presenter for promotion for the above mentioned event(s).

In consideration of the above, The Trigger Point shall:

3. Provide two complimentary tickets for participants of the Venue’s choice for the both of the trainings provided
4. Reserves the right to cancel these courses at any time before Wednesday, October 9th.

Limitation of Liability:

Except for damages arising out of a party’s misappropriation of the other party’s intellectual property rights, neither party shall be liable to the other party for any indirect, consequential, punitive, special or incidental damages, including, without limitation, damage for loss of business, loss of profits, business disruption, or other pecuniary damages, arising out of or related to this agreement, even if such party has been advised of the possibility of such damages. In no event shall the aggregate liability of any party hereunder exceed ten thousand dollars ($10,000.00)
Indemnification.

Each party shall be responsible for its own acts and omissions and for all liability, claims, losses, damages or expenses, caused, or alleged to have been caused, by that party or by its employees in the performance or omission of any act or responsibility of that party under, pursuant to or in connection with this Agreement. In the event that a claim is made against more than one party, it is the intent of the parties to cooperate in the defense of said claim and use best efforts to cause their insurers to do likewise. However, the parties shall have the right to take any and all actions they believe necessary to protect their respective interests.

Neither party to this Agreement shall be liable for any negligent wrongful act, either of errors or omissions, chargeable to the other, unless law imposes such liability. Each party to this Agreement must seek its own legal representative and bear its own costs, including judgments, in any litigation that might arise from the performance of this Agreement.

If you agree with the above arrangements, please sign below and return to your contact or mail to Trigger Point Performance Therapy: 5321 Industrial Oaks Blvd. Austin, TX 78735

No variation, waiver, or modification of any of the terms of this agreement shall be valid unless in writing and signed by or on behalf of the parties hereto.

Date: 8/19/2013

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Korin T. Landon                  Trigger Point Performance Therapy
Title:________________________  Title:________________________