

ATHLETIC TRAINING SERVICES AGREEMENT

This Athletic Training Services Agreement (“Agreement”) made and entered into effective the 1st day of August, 2023 (“Effective Date”), between Gillette Physical Therapy, P.C. (“GPT”), a Wyoming professional corporation, doing business as Apex Athletic Performance (“Apex AP”) with an address of PO Box 7132, Gillette, Wyoming 82717, and Thunder Basin High School, a division of Campbell County School District No. 1 (“TBHS”), with an address of 4001 Saunders Blvd., Gillette, Wyoming 82718.

1. **WHEREAS** GPT owns and operates Apex AP.
2. **WHEREAS** TBHS requests athletic training services for its participants/athletes who participate in TBHS sanctioned events. TBHS desires to contract for services of a head athletic trainer for practice and game coverage to be coordinated with TBHS athletic training room.
3. **WHEREAS** TBHS recognizes the need for general supervision of its student athletic trainers by a Certified Athletic Trainer in connection with providing athletic services to its participants/athletes during game coverage.
4. **WHEREAS** Apex AP desires to provide athletic training services to TBHS 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 agreed upon, the parties agree as follows:

1. **Term-** The term of this agreement shall commence on the Effective Date and conclude upon the conclusion of the spring semester in 2026. This Agreement may be renewed only upon written agreement by both parties. Either party may terminate this Agreement with ninety days’ written notice to the other party.
2. **Compensation-** TBHS agrees to pay Apex AP a rate of \$55.00 an hour for providing Athletic Training services under this Agreement.

3. **Equipment and Supplies-** TBHS shall supply all athletic training equipment and supplies, to be used when Apex AP is scheduled to cover games.
4. **Services-** The services of Apex AP shall include Athletic Training Services (“Training Services”), as described below:
 - 4.1 The services will be provided by the following: an Athletic Trainer (“ATC”); certified with the National Athletic Trainer’s Association Board of Certification (“NATABOC”), licensed with the Wyoming State Board of Medicine.
 - 4.2 In the event of an injury to a student-athlete, Apex AP shall provide “initial care” and management of the injury. The treatment shall be provided at the training room or in clinic at Apex AP’s discretion and at no additional cost to TBHS.
 - 4.3 Maintain, update, and distribute (as necessary) student’s emergency contact records, personal insurance carrier records, and sport’s physical form records. Apex AP shall follow through with baseline concussion management testing of all new high-risk athletes as well as adherence to state law concussion protocols and requirements. TBHS will provide the appropriate forms and be responsible for oversight of this responsibility.
5. **Schedule of Events-** TBHS agrees to deliver to Apex AP a schedule for athletic events to be held during each sport season, and all subsequent seasons no later than sixty (60) days before the commencement of the season. Apex AP shall have no obligation to provide training services at any event that is not included on the schedule unless reasonable time is given to Apex AP, and staff is available.
6. **Initial Treatment-** The initial treatment and care of athletic injuries that occur during Apex AP’s coverage of events will be provided by Apex AP’s Athletic Trainer. Apex AP agrees that injuries, which warrant physical evaluations, will be seen by a physician to provide medical diagnosis and treatment. TBHS and Apex AP also agree that injuries that warrant emergency transport by city or state emergency professionals will be at the discretion of Apex AP. Apex AP agrees to give notice to students-athletes, parents, and

guardians that visits to a physician's office may be medically necessary; the policies of each physician's office will determine the cost of the visit. Apex AP and shall not be liable or responsible for any medical costs connected with any student-athlete, including any potential emergency transport by city or state emergency health professionals.

7. **Parental Consent-** Apex AP agrees to obtain parental or guardian consent for all procedures and treatment beyond immediate first aid that are not considered usual and customary. All parents will be notified following injury for all participants under the age of 18.
8. **Malpractice Insurance-** Apex AP shall keep and maintain professional malpractice insurance in the amount of \$1,000,000.00 per incident; \$3,000,000.00 in the aggregate. The covered occurrences shall include training services and all other services provided by Apex AP under the Agreement.
9. **Indemnification-** Neither party shall indemnify the other under this Agreement. Each party ("Defending Party") shall defend and pay all reasonable costs and expenses of the other party, its affiliates and respective owners, officers, directors, employees, agents, successors and assigns for all claims, demands, liabilities and actions arising out of or pertaining to the Defending Party's negligence or omission under this Agreement.
10. **Breach of Agreement-** 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.

11. **No Third-Party Beneficiaries-** This Agreement is for the sole and exclusive benefit of TBHS and Apex AP, and it is not intended to benefit any third party, including any parent, guardian, student-athlete, or student-trainer. No third party may claim any right, benefit or seek to enforce any of the terms and conditions of this Agreement.
12. **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 other relief granted, reasonable attorney fees, costs, and expenses of litigation.
13. **Entire Agreement-** This Agreement (a) constitutes the entire Agreement between TBHS and Apex AP concerning the subject matter of the Agreement, (b) supersedes any contemporaneous or prior proposal, representation, agreement or understanding between the parties regarding the subject matter of the Agreement, and (c) may not be amended except in writing and signed by TBHS and Apex AP.
14. **Wyoming Governmental Entity-** TBHS is a Wyoming governmental entity. By entering into this Agreement, TBHS does not waive any governmental immunity to which it is entitled, and expressly reserves the right to assert governmental immunity to any claims arising under this Agreement. TBHS shall not be liable to Apex AP for any consequential losses or damages, whether arising in contract, tort or otherwise, in connection with this Agreement.
15. **Authority-** Each of the signatories to this Agreement are authorized to bind the organization for which they are signing.

Gillette Physical Therapy, P.C.
Doing business as Apex Athletic Performance
1013 East Boxelder Road Ste #102
Gillette, WY 82718

Signature: _____

Date: _____

Printed: _____

Title: _____

Thunder Basin High School,
A Division of Campbell County School District No. 1
4001 Saunders Blvd.
Gillette, WY 82718

Signature: _____

Date: _____

Printed: _____

Title: _____