



**Train Your Therapist/Trainer (TYT™)
Family Track Application Form**

In an effort to provide the most safe and effective programs, we require all TYT participants to complete this application. This application will assist us in preparing for both the client and family trainer. Information contained on this application will remain confidential. Please note that along with the TYT application the client must complete the standard application form as well.

Please complete the application and send it via fax or email to:

Fax: (760) 431-1598 Email: info@projectwalk.org

After your application is reviewed, someone from our education department will contact you by e-mail or phone. The completion of this application does not guarantee your participation in the TYT program.

How did you hear about Project Walk? _____

Client Contact Information

Client Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Email (Required): _____

Level of Spinal Cord Injury: _____ Date of injury: _____

Family Trainer Contact Information

Family Trainer Name: _____

Relation to Client: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Email (Required): _____

Family Trainer background information

Explain any experience or education you may have in the health or exercise related field.

Notes: (i.e. goals/focus of visit)



Train Your Trainer/Therapist™ Confidentiality Agreement

In consideration of my participation in the TYT™ program, I hereby agree as follows:

1. OWNERSHIP OF INTELLECTUAL PROPERTY

Ownership: No title to or ownership of the MARKS or of any software or proprietary technology or intellectual property is transferred to you. PROJECT WALK, or its licensors, owns and retains all title and ownership of all intellectual property rights in its services. PROJECT WALK does not transfer any portion of such title and ownership, or any of the associated goodwill to you, and this Agreement should not be construed to grant you any right or license, whether by implication, estoppel, or otherwise, except as expressly provided. You agree to be bound by and observe the proprietary nature of the products acquired by reason of your TYT under this Agreement.

2. CONFIDENTIALITY

You agree that to the extent PROJECT WALK previously disclosed or currently or subsequently discloses to you, or you learn from PROJECT WALK, information relating to PROJECT WALK'S services or sensitive aspects of PROJECT WALK'S business (including without limitation, know-how, customer lists or forecasts), such information shall be deemed the confidential property of PROJECT WALK ("Proprietary Information"). You recognize and acknowledge that PROJECT WALK'S Proprietary Information (and the confidential nature thereof) is critical to PROJECT WALK'S business and that PROJECT WALK would not enter into this Agreement without assurance that its Proprietary Information and the value thereof will be protected as provided in this Section and elsewhere in this Agreement.

Specifically you agree that you will keep PROJECT WALK'S training techniques and method confidential and will not disclose PROJECT WALK'S training techniques or method to others including but without limitation, training others.

You agree (i) to hold PROJECT WALK'S Proprietary Information in confidence as a fiduciary and to take all reasonable precautions to protect such Proprietary Information, (ii) not to use such Proprietary Information at any time during or following the term of this Agreement, except as contemplated by this Agreement, and (iii) not to disclose, publish, reproduce or transmit any Proprietary Information to any third party, in any form, including without limitation, verbal, written, electronic or any other means for any purpose.

3. CHANGES TO PROGRAM

PROJECT WALK reserves the right to change the TYT Program, without cause or notice, including, but not limited to, the requirements, and testing.

4. DISCLAIMER

PROJECT WALK assumes no liability whatsoever for the acts, intentional, negligent or otherwise, of persons participating in this program. Furthermore, by instituting the program, PROJECT WALK neither makes any offer of employment, nor any guarantee regarding the employment or compensation of any person under the program. This program does not provide any express or implied authorization for you to teach others about SCI techniques or any other information or skill.

5. INDEMNIFICATION

You agree to indemnify and hold PROJECT WALK harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims or suits made against PROJECT WALK by reason of your performance or non-performance under this Agreement. If PROJECT WALK seeks indemnification under this Section, PROJECT WALK will immediately notify you in writing of any claim or proceeding brought against it for which it seeks indemnification

under this Agreement. In no event may you enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind, PROJECT WALK in any manner.

6. LIMITATION OF LIABILITY

In no event shall PROJECT WALK or its suppliers, vendors or contractors, be liable for any loss of use, interruption of business, lost profits, or indirect, special, incidental, or consequential damages of any kind regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if PROJECT WALK or its suppliers, vendors or contractors have been advised of the possibility of such damages. This limitation shall apply notwithstanding any failure of essential purpose of any remedy provided herein.

7. MISCELLANEOUS

Independent Contractors: You acknowledge that you and PROJECT WALK are independent contractors and agree that you will not represent yourself as an agent or legal representative of PROJECT WALK.

Governing Law: This agreement will be governed by and construed according to the laws of the State of California.

Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Legal and Equitable Remedies: As a TYT participant you may have access to and become acquainted with Proprietary Information of PROJECT WALK; PROJECT WALK shall have the right to enforce this agreement and any of its provisions by injunction, specific performance or other equitable relief without bond, without prejudice to any other rights and remedies that PROJECT WALK may have for breach of the agreement.

TYT Participant Signature

Project Walk Signature

Print Name

Print Name

Date

Date

