

## **INTRODUCTION TO SYNERGETIC PLAY THERAPY® REFRESHER PROGRAM RULES AND AGREEMENTS**

THIS AGREEMENT ("Agreement") is made and is effective on this date by and between Synergetic Play Therapy Institute, LLC located in Louisville, CO 80027 hereinafter ("SPTI") and student.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the student agrees as follows:

### **1. General Acknowledgements:**

1. I have read and completed the "Intro to SPT Refresher Agreements" located in my courses on my Learning Platform and understand the requirements necessary to complete the Introduction to Synergetic Play Therapy® Refresher program.
2. I acknowledge that SPTI and Lisa Dion personally own a variety of Intellectual Property, including various trademarks, and use of any of the Intellectual Property requires written permission directly from SPTI and/or Lisa Dion. Examples of trademarks include, Synergetic Play Therapy®, Synergetic Play Therapist™, Synergetic Play Provider, Synergetic Play Therapy Trainer™, and Synergetic Play Therapy Supervisor™. Student also acknowledges that SPTI and/or Lisa Dion personally also own many copyrighted materials, including training, marketing and business materials. Use of any of the materials outside of this Agreement, even if in modified form, requires written permission by SPTI and/or Lisa Dion. Student agrees not to use or modify any of the materials without permission by SPTI and/or Lisa Dion.
3. I agree to use the SPTI's Trademarks in accordance with SPTI's policies as communicated to Student from time to time. All presentations of SPTI's Trademarks that Student intends to use shall first be submitted to SPTI for approval (which shall not be unreasonably withheld) of design, color, and other details or shall be exact copies of those used by SPTI.
4. I acknowledge that the information that I will be provided is for educational purposes only and is not meant to be legal advice.
5. I understand that if I purchase and will be receiving consultation during this program, this consultation does not take the place of my primary supervision for my cases. I also agree to carry current malpractice insurance and follow the rules for any governing board that I am under.
6. I understand that as a student of a Synergetic Play Therapy® Introductory training I can say that "I have completed the Introductory Level Course in Synergetic Play Therapy" in my marketing and/or sales materials. I further understand that I cannot say that I am a, "Certified Synergetic Play Therapist", or a "Certified Synergetic Play Provider", or a, "Trained Synergetic Play Therapist." I understand that the "Certified Synergetic Play Therapy" title is only for those that have completed the certification program and have actually become certified. Those who become certified are then the only parties who will be eligible to be listed on the Synergetic Play Therapy® website.
7. I understand that any use of SPTI on advertising, marketing and/or sales materials (including websites, social media advertising on such sites as Instagram or Facebook) must be pre-approved by Lisa Dion. I acknowledge that I must receive written permission from her prior

to using the term or providing any description of it. To avoid confusion, I agree to cut-and-paste the description from the SPTI website.

8. I agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to conflicts of law provisions thereof. I understand that each Party hereby waives any right it may have to assert the doctrine of forum non convenient or similar doctrine and stipulates that the courts located in Colorado shall have in personam jurisdiction over each of them for the purpose of litigating any such dispute, controversy, or proceeding. IN ALL CASES, TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY AND ALL ACTIONS, CLAIMS AND DISPUTES IN CONNECTION WITH THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. Each party also agrees to wave federal diversity jurisdiction to the extent allowed by law but, if there is ever an action in federal court relating to this Agreement, it shall occur in US District Court in Denver. Each party additionally agrees that the court shall award the prevailing party its attorney's fees, expenses and court costs.
9. Notwithstanding the above, I agree to submit any dispute I may have with SPTI to it in writing within thirty (30) days of the incident causing the dispute. I shall provide a written accounting of the dispute, including all documentation required to support its position. SPTI shall then have thirty (30) days to respond to my submission in writing. If the parties are unable to work out the dispute themselves, Student agrees to participate in non-binding mediation with each party paying half the cost of the mediation. Mediator shall be either Steve Clymer of Accord Dispute Resolution or Robin Amadei of Common Ground Mediation Center. If neither can serve as mediator, the mediator shall be appointed by SPTI's attorney, Jennifer M. McCallum, Ph.D., Esq. Each of the parties agrees to participate in mediation prior to filing any lawsuit with the exception that SPTI may file a lawsuit to collect monies owed to it and/or to restrain behaviors that violate this agreement, such as copyright or trademark infringement.
10. I agree to defend, indemnify and hold SPTI harmless from and against any and all expenses, losses, liabilities, damages, claims and demands, including counsel fees directly for, by reason of or arising out of, my taking this course, or any activities relating thereto resulting in personal injury or property damage suffered by or alleged to be suffered by any person or persons. The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law or otherwise.
11. I understand that this Agreement nor any right, interest or obligation hereunder may be assigned by any Party hereto without the prior written consent of the other Party which consent shall not be unreasonably withheld.
12. I understand that if any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision.

13. I understand that this Agreement may be amended, modified or supplemented only by a writing signed by both Parties.
14. I understand that any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced.
15. I understand that this Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and binds and inures to the benefit of the Parties, their successors and permitted assigns. This Agreement, supersedes any and all previous understandings between the Parties with respect to the subject matter hereof, including without limitation any memorandum of understanding or correspondence relating to the subject matter hereof.
16. I understand that the content viewed and links shared in this virtual-web based course is for personal and non-commercial use. Please know that you are not permitted to view the content of this virtual course with any person regardless of work, personal or family relation unless authorized in writing by SPTI.
17. I understand that I am not permitted to record, copy in any way, distribute, transmit, display, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information and/or computer link contained on, or obtained from or through the Synergetic Play Therapy Institute.

IN WITNESS WHEREOF, SPTI and Student have executed this Introduction to Synergetic Play Therapy® Refresher Program Rules and Agreements as of the date set forth above.