

### Synergetic Play Therapy® Certification Program Rules and Legal Agreement

This is an important legal document. Please read it carefully. Sign it only if you understand and agree with all the provisions in it. In this document, "SPTI" means the Synergetic Play Therapy Institute and "SPT" means Synergetic Play Therapy®.

By signing this agreement, you are officially enrolled into the Synergetic Play Therapy® Certification Program. If for some reason you choose not to follow through with this agreement and pull out of your commitment to participate in the program, you must adhere to the cancellation policy of the course.

#### 1. General

I have read the Synergetic Play Therapy Learning Platform and understand the requirements necessary to complete the 10 month Certification program required to become a "Certified Synergetic Play Therapist" or "Certified Synergetic Play Provider". I understand that I am embarking on completing my journey to further my growth and knowledge of what it means to be a "Certified Synergetic Play Therapist" or "Certified Synergetic Play Provider". I also understand and agree to all the financial, copyright, teaching, and advertising requirements in the learning platform and this agreement.

I also understand that if finances become an issue for completion of the program, I will contact SPTI as soon as possible to discuss the Synergetic Play Therapy Institute® emergency financial policies and programs and to discuss the financial agreements outlined in the learning platform. We also understand that life emergencies occur and we will try to work with you under those circumstances to decide the best course of action; however, we make no promises regarding a specific outcome.

I understand that I am a part of a limited number of individuals that have the opportunity to explore this work each year.

I have completed one of the pre-reqs required to take this course. These include any of the following:

- 6-Month Online Introduction to Synergetic Play Therapy® Online course
- 3-Day In-Person Introduction to Synergetic Play Therapy® course

- Synergetic Play Therapy® Supplemental course
- 6-Day Synergetic Play Therapy® Intensive Training

I agree to maintain current malpractice insurance during the course of this program and while under consultation at SPTI. I agree to adhere to all guidelines outlined by the governing boards under which I practice.

I understand that I must have a mental health degree in order to receive continuing education credits from the Association for Play Therapy (APT), Australian Play Therapists Association (APTA) or British Columbia Play Therapy Association (BCPTA). In order to receive SPT credit, you must have access to working with children. For an understanding of which credits can be used towards your Registered Play Therapy credential, if in the US, or continuing education credentials, please contact the association you are working with for their most up to date requirements. It is your responsibility for determining how to apply your Synergetic Play Therapy® hours to the credential you are seeking. Play therapy credit may not be awarded to non-mental health professionals.

I understand that I must have a mental health degree in order to receive the title "Certified Synergetic Play Therapist" and if I do not, I will receive the title "Certified Synergetic Play Provider".

I understand that I will be receiving consultation during this course and that this consultation does not take the place of my primary supervision for my cases.

I understand that the information shared in consultation is for educational and information purposes only and does not constitute legal advice. Consultation helps you explore and integrate the concepts that you are learning in a way that is meaningful to you.

I agree to the following **Consultation cancellation/no-show policy:** If you have to miss your consultation, please contact your Consultant and let them know 48 hours in advance, so that you can reschedule. Your consultations are required as a part of the program. If you do not inform your consultant within the 48 hour window, you will need to make up your consultation and will be charged separately for an individual consultation through Synergetic Play Therapy Institute<sup>®</sup>. Please email <u>info@synergeticplaytherapy.com</u> to schedule and make payment arrangements.

I understand that I will be watching videos of client sessions in this course. I agree to not videotape or take photos of the client sessions and to respect confidentiality. I also agree to not participate in consultation or the viewing of client sessions with another person present who is not part of the SPT training program to respect confidentiality of the client and the other students.

I understand that the content viewed and links shared in this virtual-web based course is for personal and non-commercial use. I agree to not share the content regardless of work, personal or family relation unless authorized in writing by Synergetic Play Therapy Institute<sup>®</sup>.

I understand that I will not be Certified until I have completed all of the course requirements. I also understand that this program has 90 hours of content and I will receive CE credits for play therapy specific content only. This information will be listed on my certificate and provided at the time of receiving my Certification. 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 Synergetic Play Therapy Institute<sup>®</sup>.

I understand that Synergetic Play Therapy Institute® practices Equal Treatment of Students / Clients. SPTI does not discriminate on the basis of race, color, religion, sex, marital status, disability, pregnancy, veteran status, age or national origin in services or accommodations offered or provided to our students, clients, or guests.

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**2. The Synergetic Play Therapy Institute® Teacher Training Program.** The ability to teach or train others in Synergetic Play Therapy® is a selected role based on length of study of SPT and skills, ability to teach, remain "current" in the model, and must hold credentials as a "Certified Synergetic Play Therapist" or "Certified Synergetic Play Provider" and "Certified Synergetic Play Therapy Supervisor".

I understand that I am not able to teach an Introduction to Synergetic Play Therapy® course or training, a Synergetic Play Therapy® Advanced Training Program or Synergetic Play Therapy® Supervisor Course unless I am a "Certified Synergetic Play Therapy® Teacher".

I understand that I may not train or certify anyone else to become a "Certified Synergetic Play Therapist" or "Certified Synergetic Play Provider".

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Examples of classes/topics that are appropriate to teach without the "Certified Synergetic Play Therapy® Teacher" credential: (Please reference SPT in your presentation, make it clear that it is not a Synergetic Play Therapy® Training and provide the Synergetic Play Therapy® website information) 1-3 hour presentations are perfect for these types of teachings.

- Understanding Symptoms from a Nervous System Perspective
- Understanding the Importance of Authenticity when working with children
- Understanding "The Set Up/Offering" in relationship
- Presentations where Synergetic Play Therapy® is woven in (Ex. SPT and Nature)

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**3. The Synergetic Play Therapy® Supervisor Training Program.** Once certified, students who are interested in becoming "Certified Synergetic Play Therapy Supervisors" and meet the eligibility requirements will have the opportunity to do so. You must contact the Synergetic Play Therapy® Institute for an explanation of requirements and eligibility.

I understand that I am not able to supervise as an Synergetic Play Therapy® Supervisor unless I am certified to do so.

I understand that I am not able to teach or train other supervisors in Synergetic Play Therapy® supervision.

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# 4. Credentials and Advertising Yourself as an Synergetic Play Therapy® Therapist

**a.** Credentials. Those who complete the Introduction to Synergetic Play Therapy® training can say that they have "completed the Introductory Course in Synergetic Play Therapy" but not that they are "Certified Synergetic Play Therapist." The "Certified Synergetic Play Therapist." The "Certified Synergetic Play Therapist" and "Certified Synergetic Play Provider" titles are only for those that have completed their certificate requirements and have been certified. If you earn your certification, you will be eligible to be listed on the Synergetic Play Therapy website.

**b.** Advertising. If you want to mention Synergetic Play Therapy® on your website and/or on marketing materials, you must not describe Synergetic Play Therapy® in any way that deviates from the descriptions on the SPT website. Please feel free to copy and paste from the SPT website for your description. Further, you may not have a sole specific "website page" dedicated to Synergetic Play Therapy on your personal website where the URL would read like this: creativetherapy.com/synergeticplaytherapy.com. It is recommended to include information about Synergetic Play Therapy® in your "About" section or include a link back to our website: www.synergeticplaytherapy.com if you want to talk about the type of play therapy you do.

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# 5. Staying current as a Certified Synergetic Play Therapy® Therapist or Certified Synergetic Play Provider

I understand that in order for Synergetic Play Therapy® Institute or Lisa Dion to advertise me as a "Certified Synergetic Play Therapist" or "Certified Synergetic Play Provider", I must remain current in my SPT education. "Current" status means Renewal of the "Certified Synergetic Play Therapist" or "Certified Synergetic Play Provider" credential every 3 years.

I have read and understand the Renewal Requirements located on my learn platform.

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#### 6. Ownership of Intellectual Property.

I understand that "Synergetic Play Therapy", "Certified Synergetic Play Therapist", "Certified Synergetic Play Provider", "Certified Synergetic Play Therapy Teacher", "Certified Synergetic Play Therapy Supervisor" are trademarks and registered trademarks of Lisa Dion and SPTI and I must not use them in any way without SPTI's written permission. I also understand that Lisa Dion owns the copyright on the SPT model and on all training materials. If you modify any of the materials without approval, Lisa Dion will own those materials and modifications, and you will not be entitled to any compensation.

I understand that Lisa Dion is a Master Certified Demartini Method Facilitator and certified to teach Dr. John Demartini's work. I understand that his work cannot be replicated or taught without permission from the Demartini Institute.

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## LEGAL ACTIONS

7. Governing Law / Venue / Waiver of Jury / Attorney's Fees. Colorado law governs this agreement. The exclusive venue for any action arising out of this agreement shall be in Boulder County, Colorado. You waive federal diversity jurisdiction to the extent allowed by law, but agree that any federal action will be in the U.S. District Court in Denver. The parties waive trial by jury. In any action arising out of this agreement, the court must award the prevailing party its attorney's fees, expenses, and court costs.

**8. Dispute Resolution / Notice Requirements.** If you have a dispute with the Synergetic Play Therapy Institute or any of its officers, employees, or agents, you must provide us with prompt written notice of the dispute in sufficient detail and with sufficient supporting documents that we can intelligently evaluate it and give us thirty days to respond.

**9. Mediation.** In any dispute arising out of this agreement, the parties agree to participate in non-binding mediation, with each party to pay 1/2 the costs of mediation. The parties must participate in mediation prior to filing any lawsuit, except the Synergetic Play Therapy Institute, need not participate in mediation if it seeks only to collect a debt owed to it and/or to restrain behavior that violates this agreement.

**10. Not Assignable**. You may not assign this agreement without Synergetic Play Therapy® Institute written consent.

**11. Severability and Invalidity.** The invalidity of any provision of this agreement shall not affect the validity of any other provision. If a court invalidates any provision of this agreement, it shall modify

the provision for Synergetic Play Therapy® Institutes benefit to the maximum extent the law allows.

**12. Waiver.** Failure to invoke any right, condition, or covenant in this agreement by either party does not imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

**13. Reading / Review of Counsel / Voluntary Agreement.** You represent that you have carefully read every provision of this agreement and that you had the opportunity to have qualified counsel review it. You represent that you entered into this Agreement of your own free will, free of any coercion or duress of any kind.

**14. Construction.** Both parties had an opportunity to have counsel review this agreement. Therefore, the fact that Synergetic Play Therapy® Institutes lawyer drafted the agreement shall not be considered in construing any ambiguity that a court finds in this document.

**15. Entire Agreement / Modification.** This agreement contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the transaction at issue. The parties agree that all prior communications are merged into this Agreement, and that there are no terms or conditions other than those set forth herein. No statement or promise of Synergetic Play Therapy® Institute or its agents shall be binding unless reduced to writing and signed by an authorized officer of Synergetic Play Therapy® Institute. No modifications of this agreement shall be binding unless they are in writing and signed by the parties.

Initial:

Student Signature (Date)

\_\_\_\_\_Printed Name (Date)

Date Signed