

## TRANSPORTATION & LODGING

Cincinnati/Northern Kentucky International Airport

Airport Executive Shuttle  
513-352-2135  
800-990-8841

Wingate by Wyndham  
4320 Glendale-Milford Rd.  
Blue Ash, OH 45242  
513-733-1142

[www.wingatecinci.com](http://www.wingatecinci.com)

(Ask for the corporate rate for Cincinnati Sports Medicine)

## COURSE LOCATION

Cincinnati SportsMedicine  
10663 Montgomery Rd.  
Cincinnati, OH 45242  
513-346-4514  
[www.sportsmetrics.org](http://www.sportsmetrics.org)

## REGISTRATION

Name: \_\_\_\_\_  
Credential/Certifications: \_\_\_\_\_  
Your Clinical Site Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State/Zip: \_\_\_\_\_  
Phone#: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Indicate Course Dates: \_\_\_\_\_

**PAYMENT: \$740**

### PAYMENT METHOD:

\_\_\_\_ Check \_\_\_\_ Visa \_\_\_\_ MC \_\_\_\_ Disc \_\_\_\_ Amex

\*Checks payable to Cincinnati SportsMedicine Research & Education Foundation

Credit Card # \_\_\_\_\_  
Exp. Date: \_\_\_\_\_  
Name on Card: \_\_\_\_\_  
Signature: \_\_\_\_\_

### Mail Completed Registration Form with Payment in Full to:

Sportsmetrics Certification Course  
Cincinnati SportsMedicine Research & Education Foundation  
10663 Montgomery Rd.  
Cincinnati, OH 45242  
Or fax to: 513-792-3230

## COURSE CANCELLATION POLICY

We reserve the right to cancel a scheduled Sportsmetrics Certification Course due to lack of enrollment, if there are not a minimum of 10 registered course participants at least 2 weeks before the course is scheduled to take place. In the event of course cancellation, registrants will be given the opportunity to transfer their registration to a future Sportsmetrics course or will receive a full refund.



## SPORTSMETRICS CERTIFICATION COURSE

November 2-3, 2019

SATURDAY-SUNDAY



## SPORTSMETRICS CERTIFICATION COURSE

The Sportsmetrics™ program assists in reducing the risks of serious knee injury and enhances athletic performance. The certification allows physical therapists and athletic trainers to offer Sportsmetrics™, a scientifically proven, evidence-based program, to patients and healthy athletes in their communities. Attendees will have access to the latest research in ACL injuries and prevention from nationally-known researcher Dr. Frank Noyes. Sportsmetrics is proven to reduce the incidence of non-contact ACL injuries and re-injuries, and only Sportsmetrics practitioners certified by the Noyes Knee Institute can offer Sportsmetrics training.

As a certified Sportsmetrics instructor, you will be able to use Sportsmetrics as part of the rehabilitation program in your clinic as well as offer the training to athletes in your area. Sportsmetrics™ can become a cornerstone for community outreach by focusing on injury prevention and athletic performance for healthy and recovering athletes. It will assist you with enhancing relationships with coaches, schools, sports clubs and physicians.

### COURSE AGENDA

#### Saturday

8 - 8:15 Intro & Welcome

8:15 - 9:15 Injury Prevention Development & Research

9:15 - 10:00 ACL Mechanism of Injury & Repair

10:00 - 10:15 Break

10:15 - 11:00 Sports Injury Testing

11:00 - 11:45 Sports Injury Testing Practicum

11:45 - 12:30 Strength & Speed Recommendations

12:30 - 1:15 Lunch (Provided)

1:15 - 3:15 Program Defined/Demo

3:15 - 4 Speed & Conditioning Demo

4:00 - 5 Practicum

#### Sunday

8 - 9:45 Implementation & Marketing

9:45 - 10 Break

10 - 11 Training Participation/Mock Instruction/Q&A

11 - 12 Practical & Written Exams

**This certification will provide healthcare professionals with:**

- Research on ACL injury mechanism, reconstruction & rehabilitation
- Demo & participation in Sportsmetrics technique & training
- Understanding of video analysis of jump land mechanics
- Recommendations for ACL return to play criteria
- Recommendations for marketing & promotion
- Course manual includes research articles, training recommendations & protocols, marketing materials

### TARGET AUDIENCE:

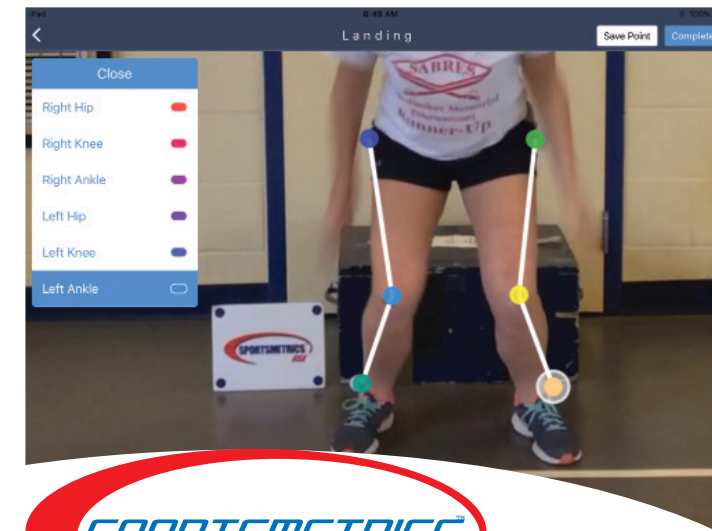
Physical therapists, physical therapy assistants, athletic trainers, physician assistants, orthopaedic surgeons, degree or accredited certification in a health or exercise field

### COURSE PRE-REQUISITES

- Possession of an iPad if you will be using the Sportsmetrics Sports Injury Test App (not required)
- Review of Sportsmetrics™ Volume I & II videos prior to course attendance is recommended
- Review of research articles provided upon registering

### MATERIALS & ACTIVITIES PROVIDED

- Course manual, research articles, technique photos/videos, training recommendations & protocols, marketing materials and sports injury testing protocols. Be prepared to workout. Wear comfortable clothes and sneakers
- Access to the Sports Injury Test App for iPad
- Sportsmetrics Volume I - III Videos
- Breakfast & Lunch
- Continuing Education Credits: 11.5 (OPTA), 11 (FSBPT), 3.25/7.25 (BOC EBP/Category A)



### ATTENDEE BENEFITS & RESPONSIBILITIES

Sign a License Agreement with Cincinnati SportsMedicine Research and Education Foundation BEFORE ATTENDING THE COURSE, AGREEMENT CAN NOT BE AMENDED.

- Receive certificate of completion upon completion of a practical exam and a score of 70% or higher on a written exam
- Receive Certified Clinical Site designation
- Participation in national collaborative efforts to further research and development of female athlete knee injury prevention programs.

### THE SPORTSMETRICS™ FACULTY

Frank R Noyes, MD  
Stephanie Tutalo Smith, MS, CSMS  
Tommy Campbell, BA, CSMS  
Al Ducker, ATC, CSCS

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between **CINCINNATI SPORTSMEDICINE RESEARCH AND EDUCATION FOUNDATION, an Ohio not-for-profit corporation**, whose address is 10663 Montgomery Rd., Cincinnati, Ohio 45242 (the "Company") and \_\_\_\_\_, a whose address is \_\_\_\_\_, (the "Licensee"), who agree as follows:

1. Recitals. The Company has developed a proprietary injury prevention and performance enhancement program known as "Sportsmetrics™," including, plyometrics, flexibility and strength training, which is designed to increase athletic performance and reduce the amount and severity of knee injuries (the "Program"). The Licensee currently operates one or more rehabilitation and/or fitness facilities and desires to offer the Program in such facilities.

2. License. The Company hereby grants Licensee a non-exclusive license to offer and administer the Program at one or more pre-approved facilities (individually, a "Facility" and collectively, the "Facilities") with the designation of a "Certified Site". To remain a Certified Site, the Licensee agrees to have in its employ at least one employee who has been certified to teach Sportsmetrics™ by the Company. This list of instructors may be amended from time to time when a Certified Instructor leaves the employ of the Licensee or if a new employee of the Licensee is Certified by the Company. The Certified Site designation does not transfer with the Certified Instructor and requires the Certified Instructor to reapply through another License Agreement in order to continue to provide the Sportsmetrics™ program.

3. Term. This Agreement may be terminated by either party, for any reason, by providing the other party 30 days' prior written notice of its intent to terminate.

4. Licensee's Covenants.

(a) Subject to the terms of this Agreement, Licensee acknowledges its appointment as an authorized licensee on a non-exclusive basis for the Program. Licensee acknowledges that this Agreement does not make Licensee an employee, agent, partner, affiliate or legal representative of the Company, and Licensee agrees not to represent itself as such for any purpose whatsoever.

(b) Licensee shall, at its sole cost, obtain and keep in force general liability and casualty insurance covering activities at each of its Facilities with coverage limits that are reasonably adequate for the purchase of offering and administering the Program.

(c) Licensee will indemnify and hold harmless Company, its officers, employees, agents, directors, representatives, shareholders, and affiliates for the amount of any loss, liability, claim, damage (including incidental and consequential damages) or expense (including costs of investigation and defense and reasonable attorneys' fees) incurred by such persons arising from Licensee's offering and administering the Program.

(d) Licensee acknowledges and agrees that the Program and all related “Confidential Information”, (i) is subject to the proprietary rights of the Company, and is a trade secret and confidential information of the Company, and (ii) is an unpublished work for which the Company holds all rights, including patent, copyright and trade dress rights. “Confidential Information” includes any information which may or may not rise to the level of a trade secret, but is identified as such by the Company to Licensee. Licensee acknowledges that it has no rights to the Program or any Confidential Information and will not disclose to any person or use the Confidential Information to develop or operate a competing program at any time during or after the term of this Agreement.

(e) Licensee acknowledges the Program may change from time to time as research occurs and will implement changes on a timely basis.

(f) Licensee shall advertise or promote the Program to its community as it deems necessary and in all cases, it shall state that the Program is owned and administered by the Company.

(g) Licensee may be asked to participate in data collection for research conducted by the Company. If Licensee agrees to participate, it will provide all requested research information and performance data to Company, subject to all applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996, including regulations promulgated thereunder (collectively, “HIPAA”). Company will use such information and data only for research and analysis purposes; all personal information will remain confidential and will be protected as dictated by HIPAA.

(h) Service mark. The Company hereby authorizes Licensee to advertise and disclose to the public that it is an authorized Licensee of the Sportsmetrics Program; provided however, Licensee shall not, directly or indirectly, use Sportsmetrics or any related service marks (the “Marks”) in its business name or in the adoption of any business, corporate or partnership name. Licensee hereby agrees that it will not, directly or indirectly, at any time during the term of this Agreement or thereafter, do or cause to be done any act or thing disputing, attacking or anywhere impairing or attempting to impair the Company’s right, title or interest in and to the Marks. Licensee agrees to reasonably cooperate in the prosecuting of any action to prevent the infringement, invitation, illegal use or misuse of the Marks.

5. Arbitration. In the event of a dispute between the parties, they shall negotiate in good faith for 30 days in an effort to resolve the dispute. Except for any dispute or claim for injunctive or other equitable relief, any dispute between the parties under this Agreement which remains unresolved shall be settled by submitting the same to arbitration, under the rules of the American Arbitration Association. The arbitration hearing will be held in Hamilton County, Ohio and the dispute will be resolved by binding arbitration before a single arbitrator, and judgment upon the award rendered by the arbitrator may be entered into any court having jurisdiction thereof. The arbitrator shall hear and determine the matter and shall issue a decision in writing. All judicial proceedings to enforce any provisions hereof shall be brought in Hamilton County, Ohio. The cost and expense of arbitration, including the fees of the arbitrator, shall be

borne by the party found to be liable in such arbitration as determined by the arbitrator. Nothing herein shall prevent the parties from settling any dispute, at any time, by mutual agreement.

6. Assignment. Licensee shall not be permitted to assign its rights or obligations under this Agreement without the prior written consent of the Company (which it shall have no obligation to give). Company may assign its rights and/or obligations under this Agreement to an assignee or a successor in interest.

7. Notices. Notice by either the Company or Licensee shall be given only by Certified Mail, Return Receipt Requested or by an overnight delivery service, with proof of delivery.

8. Entire Agreement. This Agreement supersedes and replaces all prior agreements and understandings between the parties relating to the subject matter hereof. This Agreement constitutes the entire understanding between the parties, and no modification or waiver hereof, shall be of any force or effect unless in writing and signed by the parties.

9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

**CINCINNATI SPORTSMEDICINE  
RESEARCH AND EDUCATION  
FOUNDATION (Company)  
10663 Montgomery Rd.  
Cincinnati, OH 45242**

\_\_\_\_\_  
**Licensee Name**

\_\_\_\_\_  
**Address**

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**City, State, Zip**

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Signature

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Signature

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Print Name

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