

**AFFILIATION AGREEMENT BETWEEN
ABILENE CHRISTIAN UNIVERSITY ("ACU")**

AND

ACTION SPORTS MEDICINE

PURPOSE

This Affiliation Agreement establishes an understanding between the above-named parties concerning obligations to be met in furtherance of the mutual goal of facilitating the education of students enrolled in the Athletic Training program at Abilene Christian University. Specifically, the parties agree to the following:

This agreement covers: (check only one) X undergraduate student education only; graduate student education only; or both undergraduate and graduate student education.

RESPONSIBILITIES

The parties agree to the specific responsibilities and requirements outlined in this Agreement.

Abilene Christian University (and the Department of Kinesiology and Nutrition) agrees to:

1. Send students to Action Sports Medicine who are majoring in Athletic Training;
2. Assign the Director or adviser of the Athletic Training track to work directly with staff of Action in a mutual effort to further students' learning experience and in resolving problems which may arise;
3. Provide Action proof of malpractice insurance for each student assigned;
4. Defend, indemnify and hold Action, its board, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ACU, its officers, employees or agents; and
5. Accept responsibility for final determination of students' final grades for practicum experiences.

The Agency agrees to:

1. Provide opportunity for the designated experiences.
2. Provide recommended, qualified, competent staff persons, with demonstrated leadership ability to supervise the students;

3. Provide adequate time for student supervision;
4. Provide adequate learning opportunities for the students to meet ACU's objectives and competencies;
5. Provide adequate space for the students to accomplish assigned tasks;
6. Provide the agreed upon hours for the experiences;
7. Provide adequate access to information regarding the operations and organization of Action Sports Medicine.
8. Provide adequate measures to protect the safety of the students;
9. Assume responsibility for determining whether and under what circumstances students should drive as a the Agency's business;
10. Provide adequate assessment of students' progress or lack of progress; and
11. Defend, indemnify, and hold ACU, its board, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Agency, its board, employees or agent.

MISCELLANEOUS

Term and Termination. This Agreement will be in effect from the date of execution and shall continue until terminated at the option of either party. The party wishing to discontinue the Agreement shall notify the other party in writing prior to the placement of interns for an identified semester. This agreement may not be altered, amended or modified except by a written document executed by both parties.

Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended or modified except by a written document executed by both parties.

Status of the Interns. The parties agree that simply by participating in the field experience, the faculty and interns in the University's Program are not employees of the Agency.

Legal Compliance. Both parties agree in all cases, to comply with all federal, state, and local laws acceptable to this Agreement.

Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the State of Texas (but not including its conflict of laws

rules if and to the extent such rules would apply the substantive laws of another jurisdiction). Venue for litigation of any dispute arising under this agreement or any lawsuit to enforce or interpret this agreement shall be in an appropriate court located in Taylor County, Texas.

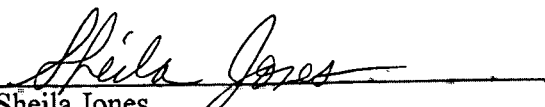
Executed as of the dates below, by and between ACU and Agency through their duly authorized officers, thereby binding the parties for the faithful and full performance of the terms and provisions of this Agreement.

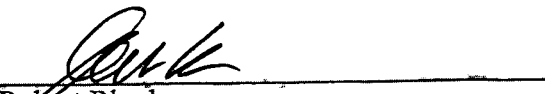
SIGNED AND EXECUTED THIS 22 DAY OF January, 2015.

ACTION SPORTS MEDICINE

ABILENE CHRISTIAN UNIVERSITY


Martin Caddell
Administrator, Licensed Athletic Trainer


Sheila Jones
Chair, Dept. of Kinesiology & Nutrition


Robert Rhodes
Provost

Department of Kinesiology & Nutrition
College of Education and Human Services
Abilene Christian University
Memorandum of Understanding

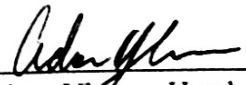
This Memorandum of Understanding is between the Department of Kinesiology & Nutrition and the Athletic Office at Abilene Christian University. Students who are in the Athletic Training track of the Kinesiology degree (KNAT) in the Department of Kinesiology & Nutrition are required to have at least 1800 hours of practicum experience before they are eligible to sit for the Athletic Training Examination in the State of Texas. The Athletic Office agrees to:

- Permit observation/participation privileges as deemed necessary by faculty in the Department of Kinesiology & Nutrition for students to gain valuable athletic training experiences
- Provide 1500 hours of athletic training experiences for each student.

The Department of Kinesiology & Nutrition will:

- Maintain responsibility and authority for the Athletic Training track
- Inform students of the necessary requirements to become an Athletic Trainer
- Provide academic preparation necessary for students to meet requirements to become an Athletic Trainer.

Athletic Office

By:  ATL, LAT
Adam Ybarra, Head Athletics Trainer

Date: 4/17/15

Department of Kinesiology & Nutrition

By: 
Sheila Jones, PhD, RD, LD, Department Chair

Date: 4/17/15