

**PLEASE READ CAREFULLY AND
AGREE TO “TERMS AND
CONDITIONS” ON CHECKOUT
PAGE TO INDICATE YOUR
AGREEMENT.**

**NOTE: THIS FORM INCLUDES A
RELEASE OF LIABILITY.**

Please review the sections below in detail. Your acceptance of these terms and conditions indicate your agreement with all statements made in such sections. This agreement shall have its situs for enforcement and be governed by the Laws of the State of Pennsylvania, County of Somerset, the State and Venue within which these services were sought and retained.

**AUTHORIZATION AND
RELEASE OF LIABILITY**

I agree that by attending and/or treating, manipulating or doing any medical procedure or activity as a Doctor, Patient or Student during my instruction and training with Mir-Com Products, LLC (“KDT”) (the “KDT Certification Program”) and if I use the training outside of the Program, I understand and agree that participation in this Program or use of training after the program and any other activities of the Program necessarily involves the risk of injury and even death from various causes, including but not limited to accidents, falls, strenuous and prolonged physical activity, manipulations and any medical treatments, and negligence of Doctors, participants and people at the Program. I assume these risks and In consideration of the privilege of my participation in the Program and the knowledge and training I will receive, I hereby release, discharge, hold harmless and indemnify, and covenant not to sue, Mir-Com Products, LLC and all of its

directors, officers, managers, members, employees, volunteers, insurers, agents and representatives, and all other persons associated with the Program (including without limitation to any other participating people, sponsors, and workers, officials, and drivers) as to any and all claims of mine, any patient I treat utilizing any and all information taught through KDT for personal injuries suffered by me, or any patient I treat for injuries I may cause, property damage, medical expenses, and economic loss arising directly or indirectly out of my participation in the Program. I understand that no acceptance of liability or guarantee of results is expressed or implied. The user of this information must be a licensed health care professional who accepts full and complete responsibility for its implementation and use and hereby releases and will hold harmless KDT for any damages. This Release of Liability shall be as broadly construed as allowed by law to include all claims and rights that I may have. If any provision of this Release of Liability is deemed invalid, the remaining provisions shall remain in full force and effect. This Release of Liability shall be binding on me, my family, heirs, next of kin, legal representatives, beneficiaries, successors and assigns. I hereby authorize Mir-Com Products, LLC to use, reproduce, distribute, display, and to license others to use, reproduce, distribute, and display, my image, and photograph, as well as any video, digital, or audio recording or reproduction, in connection with external and internal communications of the Program for the sole purpose of advancing Mir-Com Products, LLC and KDT Educational programs.

MEDICAL CONDITIONS

I understand that participation in the Program may involve strenuous and prolonged physical activity. I agree that I am healthy and able to participate in the Program activities. I understand that Mir-Com Products, LLC or its representatives may request health information concerning me and/or ask me to undergo a medical exam. If Mir-Com Products, LLC determines that I do have a physical or mental condition that may affect his/her ability to safely and appropriately participate in Program activities, Mir-Com Products, LLC may determine that I cannot be permitted to participate. I understand and agree that, while Mir-Com Products, LLC desires that I will be able to participate, such decisions may have to be made out of concern for the best interests of me and other participants.

CONSENT TO MEDICAL TREATMENT

In the event I am injured or becomes ill in Program activities, and if I am not able to make medical decisions, I hereby authorize Mir-Com

Products, LLC, its staff, volunteers including volunteer participants, and supervisors, to arrange for and consent on my behalf to emergency medical and dental care and treatment, including tests and radiological exams, and surgery, and hospital care and treatment, and to consent to medications for pain and other conditions as prescribed by medical personnel attending me. I am responsible for payment of any medical charges or expenses not covered by my insurance (if any).

My signature below indicates that all information provided in this form is true and accurate, and that I fully agree to all statements made on the form, including but not limited to the Authorization and Release of Liability, Medical Conditions, and Consent to Medical Treatment.

PRACTICE IMPLEMENTATION INDEMNIFICATION

To the extent I implement in my private practice any of the information or techniques learned during the Program, I understand and agree that I am fully and solely legally liable and responsible for any injury, harm, damages or claims asserted by any patient in my private practice against me directly or indirectly relating to any information, education, technique, manipulation or treatment I utilize for or on behalf of any patient in my private practice. Without limiting the generality of the foregoing, I hereby release and forever discharge Mir-Com Products, LLC, (KDT) its owners, members, subsidiaries, affiliates, officers, agents, employees, servants, successors and assigns, including but not limited to Dr. Louis D'Amico, Dr. Richard Ross and Dr. Tyler Conrad, and agree to hold each harmless and forever release and discharge them from any claims, damages, losses, causes of action, disputes, demands, liability, costs, expenses (including without limitation expert witness fees and other court costs) and attorneys' fees, of any nature whatsoever whether known or unknown, suspected or unsuspected, past, present or future, whether in contract or tort, whether for negligence, professional malpractice, ostensible or apparent agency, negligent referral, lack of informed consent, misrepresentation, fraud, breach of confidentiality, breach of privacy or any other action or cause of action at law or in equity, on account of injuries known or unknown, present or future, sustained or allegedly sustained by any patient of mine in my private practice arising out of the information, training, technique, manipulation or treatment I obtained through the Program, or as a result of any injury sustained by any patient in my private practice pursuant to my involvement in the Program.

KDT PARTICIPANT RELEASE AND INDEMNIFICATION

I wish to participate in the education and training program presented by Mir-Com Products, LLC (“KDT”) regarding the analysis, classification and treatment of Spinal Decompression (the “KDT Certification Course”). The Program will involve teaching, training, information, education and decompressive traction techniques for the purpose of Decompression Certification. I acknowledge and understand that my involvement in the Program is solely for the purpose of education, information and training and does not constitute medical, chiropractic or physical therapy services, professional treatment or professional health care. The Program will be solely for educational purposes. There are no necessities of my circumstances that compel or force me to accept this Release and I am granting this Release of my own free choice. I acknowledge and agree that no professional provider-patient relationship has been or will be established between Mir-Com Products, LLC (KDT), Dr. Louis D’Amico, Dr. Richard Ross and Dr. Tyler Conrad (on one hand) and myself with respect to the Program. I expressly waive my rights to assert the existence of any legal duty of care against Mir-Com Products, LLC (KDT), its owners, members, subsidiaries, affiliates, officers, employees and agents, including but not limited to Dr. Louis D’Amico, Dr. Richard Ross and Dr. Tyler Conrad, concerning the Program.

In consideration for being allowed to participate in the Program, I release and forever discharge Mir-Com Products, LLC (KDT), its owners, members, subsidiaries, affiliates, officers, agents, employees, servants, successors and assigns, including but not limited to Dr. Louis D’Amico, Dr. Richard Ross and Dr. Tyler Conrad, and agree to hold each harmless and forever release and discharge them from any claims, damages, losses, causes of action, disputes, demands, liability, costs, expenses (including without limitation expert witness fees and other court costs) and attorneys’ fees, of any nature whatsoever whether known or unknown, suspected or unsuspected, past, present or future, whether in contract or tort, whether for negligence, professional malpractice, ostensible or apparent agency, negligent referral, lack of informed consent, misrepresentation, fraud, breach of confidentiality, breach of privacy or any other action or cause of action at law or in equity, on account of injuries known or unknown, present or future, sustained or allegedly sustained by me or in any way arising out of the Program, or as a result of any injury sustained pursuant to my involvement in the Program.

I understand and am aware that the Program may involve new and advanced manipulation and other techniques, all of which may involve potentially hazardous activities. I also understand that Program-related activities involve risk of injury and even death, and that I am voluntarily participating in the Program with knowledge of the dangers involved. I acknowledge that I will not receive any benefits from participating in the Program.

I agree that this Release and Indemnification applies to myself, my parents if I am a minor, my heirs, executors, administrators, successors and assigns. I intend to be legally bound hereby.

NON-- DISCLOSURE AND NON-- COMPETE AGREEMENT

This Non--Disclosure and Non--Compete Agreement ("Agreement") is entered into as of seminar registration date, by and between Mir-Com Products, LLC ("KDT"), and Seminar Registrant ("you").

Mir-Com Products, LLC (KDT) has agreed to provide Confidential Information ("Information") to you about its business, training, education and clinical technique. As a condition for KDT to provide such Information, you agree to treat any Information in accordance with the provisions of this Agreement and to take or refrain from taking certain other actions herein set forth.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. You hereby agree that the Information will be used solely for the purpose of treatment of your Patients by you personally at your clinic(s) and that such information will be kept confidential by you and will not be used outside of your clinical practice(s) without Mir-Com Products, LLC (KDT)'s written consent. You further understand that any doctor in your practice shall not utilize this confidential information without he/she being trained and certified by KDT.
2. In the event you become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation, demand, order or similar process) to disclose any of the contents of the Information, Mir-Com Products, LLC (KDT) agrees that you may do so without liability, but you agree (i) to promptly notify KDT prior to any such disclosure to the

extent practicable and (ii) to cooperate with KDT in any attempt it may make to obtain a protective order or other appropriate assurance that confidential treatment will be afforded the

3. Given the nature of the Information, Mir-Com Products, LLC (KDT) may be irreparably damaged by any unauthorized disclosure of any Confidential Information or of our discussions or by any breach of this Agreement by Without prejudice to the rights and remedies otherwise available to Mir-Com products, LLC (KDT), you agree that KDT shall be entitled to seek equitable relief, including an injunction or specific performance, in the event of any breach of the provisions of this Agreement by you.
4. This Agreement shall be governed and construed in accordance with the laws of the State of Pennsylvania, without regard to conflicts--of--law principles in Somerset County, Pennsylvania.
5. The provisions of this Agreement shall be binding solely upon and inure to the benefit of the parties hereto and their respective successors and
6. This Agreement represents the entire understanding and agreement of the parties hereto and may be modified only by a separate written agreement executed by you and Mir-Com Products, LLC (KDT) expressly modifying this This Agreement supersedes and cancels any and all prior agreements between the parties hereto, express or implied.
7. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but such counterparts shall together constitute one and the same
8. If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

I have read and agree to the website [terms and conditions](#) *