



Clinical Athlete Handbook

Policies and Procedures for Administering Continuing Education Programs for Athletic Trainers

Also in accordance with the Standards for BOC Approved Providers

ClinicalAthlete also referred to as: “We”, “Us”, “Our”

SECTION 1: ADMINISTRATION

1.1 Establish processes for developing, administering and documenting programs.

1.1.1 Maintain compliance with the standards outlined in this document. It is the responsibility of the provider to demonstrate knowledge of and compliance with the Standards through written documentation.

We acknowledge that it is our responsibility to demonstrate knowledge of and compliance with the Standards for BOC Approved Providers. We will educate and update any individual who is involved in our CEU or course process, and implement any changes in our programs based on modifications of the Standards, as we are made aware of them. We will regularly check for such updates or changes via the BOC, and will be able to verify that our records are up to date at anytime upon request.

1.1.2 Incorporate programs that promote the use of current, valid and/or evidence based practices.

We will always strive to make use of and incorporate best, current evidence into our program content. The content will be heavily cited and presenters will be required to support any claims made during a course or program with scientific evidence. We encourage program participants to ask questions related to evidence and resources as it relates to our program content. Participants will be given full reference list for all programs. Instructors of our programs are required to be a part of and interact in the ClinicalAthlete Forum – which is an educational platform which encourages discussion on best practice and scientific evidence is regularly shared here as well. The

educational content of our programs will be modified as scientific evidence advances.

1.1.3 Identify and provide a supportive learning environment with the physical, technical and educational materials necessary to support the program.

We will only use host sites that agree to provide a quiet, comfortable environment in which attendees can learn. We will be sure that the space of the site is adequate to comfortably support the expected number of attendees. Program content will be made visual by adequate projector equipment sufficient to provide clear depiction of content to all attendees present. Participants will be given pre-reading course material to prepare for the program; and will be provided with any references or evidence supporting course content upon request. Presenters are required to build in focused question-and-answer periods during a program, and are encouraged to allow participants to ask questions at various points during a program.

1.1.4 Maintain documentation of the processes used to develop, administer, deliver, conduct and assess the program and participants.

We acknowledge that we must maintain documentation of the processes used to develop, administer, deliver, conduct and assess the program and participants; and will disclose these processes in detail upon request. Currently, we make contact with a willing host site and agree to all stipulations that will allow the participants the most conducive learning environment – space, equipment, etc. Our promotional material is updated in real time for CEU accreditation. Detailed course descriptions and details can be found on the ClinicalAthlete website; along with a PDF download of this information on the site as well – that is free for anyone to download. Participants are contacted at various points before a program, to ensure they understand fully the course content, are given pre-reading materials, know program location, host site contact information, etc; and are encouraged to contact ClinicalAthlete at any time if there are questions or issues. Participants are given surveys both in paper and electronic for to assess the program and instructors.

1.1.5 Maintain cumulative records with appropriate security for a period of five years.

We will keep comprehensive records of all programs and participant registrations in secure, password protected programs and/or files for a minimum period of 5 years.

1.2 Develop cosponsor agreements that clearly define the working relationship between parties. This includes documentation of the completion and provision of various tasks, ensuring that the programs of both parties are in compliance with the Standards.

We develop agreements with all cosponsors/event hosts for every program. Both parties agree on terms and sign the agreement before the program is confirmed to take place. Contents of agreements include but are not limited to: hosting site, required space, space is limited to our program for duration of program, date and time of program.

1.3 Ensure that commercial support does not interfere with the independence and objectivity of instructors.

1.3.1 Providers and presenters must adhere to the standards for declaring conflicts of interest as defined in Section 2.5 of these Standards.

Any conflict of interest will be clearly stated on promotional material and instructors agree to address potential conflict of interest honestly if participants inquire.

1.3.2 The purpose of a program cannot be the promotion of goods and services to the participants.

The purpose of our programs is to educate those in the sport medicine, rehab, and performance fields – not the promotion of goods and services to the participants.

1.3.3 Content determined as sales oriented (i.e., designed to “sell” services or products or “product-specific narrative”) shall be excluded in the determination of contact minutes/hours.

The content of our programs will not be oriented toward selling products or services.

1.4 Document ownership of the copyright, license or permission for the use of any protected materials used within a program.

We will have on file and provide such documentation upon request.

1.5 Document changes in administrator/primary contact for programming and ensure that the new administrator/primary contact understands and is in compliance with the Standards.

Any changes will be documented and the BOC will be notified as soon as reasonably possible. The new contact will be fully oriented with the Standards before taken full power.

1.6 Provide sufficient information to allow prospective participants to judge the value and appropriateness of the program (e.g., abstract, learning objectives, intended level of audience (i.e., essential, advanced, mastery).

All such information will be clearly stated on promotional material and available for PDF download on our website. Our support team will also be available to field any questions from prospective participants.

1.7 Provide each learner, in a timely fashion, with a statement of credit upon successful completion of the program.

A statement of credit will be sent to participants who successfully complete the program within 5 business days after the program is completed.

1.8 Provide evidence (e.g. curriculum vitae, bio) that instructors chosen to lead programs are qualified by education and/or experience to provide instruction in the relevant subject matter as defined in Section 4.

CVs will be provided to BOC and bios will be included on website promotional material and available for PDF download. CVs will be available to prospective participants upon request.

1.9 Ensure that financial resources are available to sustain the programs undertaken. For example, resources should be available for continued program improvement and for secure maintenance of program records.

We have systems in place and have developed an infrastructure to fully support this. The agreements that are made with host sites ensure that numbers of attendees create a sustainable program schedule. Revenue driven from programs is put back into the program infrastructure to strengthen the content curriculum, and create more accessible and higher quality educational material.

SECTION 2: BUSINESS PRACTICES

2.1 Code of Ethics

Providers are guided by the following principles of professional conduct as they interact with Athletic Trainers (ATs). Providers will:

2.1.1 Adhere to all standards and guidelines as described by the BOC.

This will be ensured and confirmation will be provided to BOC upon request.

2.1.2 Maintain the integrity and copyright of all proprietary BOC documents and materials.

This will be ensured and confirmation will be provided to BOC upon request.

2.1.3 Be truthful in statements to the BOC, ATs and the public.

This will be ensured and confirmation will be provided to BOC upon request.

2.1.4 Comply with all applicable business, employment and copyright laws.

This will be ensured and confirmation will be provided to BOC upon request.

2.1.5 Provide equal and fair treatment to all program participants.

This will be ensured and confirmation will be provided to BOC upon request.

2.1.6 Comply with the BOC audit system.

We agree to fully comply with any and all BOC audit systems and requests.

2.1.7 Uphold and enhance public appreciation and trust for the profession of athletic training.

Athletic Trainers are an appreciated target audience of our programs. Our promotional materials include this and how our programs relate to the profession of Athletic Training. The public perception of ClinicalAthlete is that of professionalism, quality, and evidence-informed information. By specifically including Athletic Trainers as our target audience, we believe will uphold and enhance public appreciation, perception, and trust for the profession.

2.1.8 Maintain the confidentiality of all participant information.

This will be ensured via password-protected files. We will show proof of this upon request.

2.2: Appropriate Language

Use language that does not show personal or professional bias or cultural insensitivity.

Our presenters will be required to maintain the utmost professionalism during our programs.

2.3: Non-Discriminatory Practices

Ensure that programs are available and accessible to all appropriate participants. Further, providers shall ensure no unlawful discrimination is associated with programming or related programs.

This will be ensured. Our programs are open to all individuals who would benefit from the content. Swift disciplinary action will be taken for any discriminatory or inappropriate behavior towards participants.

2.4: Copyright

Ensure that copyright permission of materials used by program developers, presenters or others are identified on all program materials, including audio-visual and program related materials.

This will be ensured and verified upon request.

2.5: Conflict of Interest

Make public potential and actual conflicts of interest and financial gain associated with any programs, presenters or providers. Disclosure of potential conflict for program sponsors must also be addressed. This includes, at a minimum, identifying any and all sponsors in printed program materials.

Program sponsors will be included on all promotional material. Conflicts of interest will be included on promotional material and verbally at the beginning of a program. We will maintain complete compliance with this to the best of our ability.

2.6: Cancellation/Refund Policy

If a fee is charged for programs, a policy must address cancellations and refunds. This policy shall be clearly indicated to potential participants.

Our terms of service and policies are linked on every program webpage for all potential participants to see.

SECTION 3: Content

3.1 Utilize educational methods that are appropriate to the:

3.1.1 Stated objectives for the program

The educational modules/sections of each program are specifically organized to address the stated objectives for the program. Q&A sessions conclude each program section so that participants can confirm understanding of material.

3.1.2 Characteristics or composition (especially skill level) of the intended audience

The intended audience will be student or entry-level clinicians and beyond. The educational methods of our programs are lecture and lab-based. Lab-based content involves active participation and exercise, which will be appropriately scaled to all skill and ability levels. Lab portions of our programs do *not* consist of skilled manual therapy or other advanced therapy techniques requiring additional training or certification.

3.1.3 Facilities and instructional medium (e.g., video, lecture) used for the program

We will ensure that the facilities that house our programs are fully equipped to support our lectures with use of wall space for projections, adequate power, adequate seating and space. For labs, facilities must have adequate equipment, which will include but is not limited to free weighted implements, mats, boxes, stations for push-ups, pullups, and other physical training and rehab modalities.

3.2 For participation programs (beyond 30% of program time) group size must be limited to ensure adequate interaction with instructors/evaluators.

Current attendance limit for participation programs being led by one instructor is 30, and limit for participation programs being led by two instructors is 50. These caps are also dependent on facility space and may be subject to change.

3.3 Structure each program for the transfer of knowledge, application and/or practice based needs of the AT. Content must be based on evidence that is generally accepted by healthcare professionals. Examples of types of program structures may include any of the following:

3.3.1 Knowledge based: Participants gain factual knowledge

This will take place during the lecture portion of our programs. All lecture portions are heavily cited with scientific evidence to support the content.

3.3.2 Activity based: Participants apply information learned in the time frame allotted

This will take place during lab portions of our programs. Participants will apply the concepts learned in lecture with practicality during activities to include exercise-based rehab and movement testing.

3.3.3 Practice based: Participants systematically acquire specific knowledge, skills, attitudes and performance behaviors that expand or enhance practice competencies

This will take place throughout our programs with the combination of knowledge and activity-based structure. Participants will be challenged to understand the scientific process and critical thinking as it relates to evaluation and management of athletes. Specific cohorts will be discussed in detail related to acute and chronic pain states, tissue sprains and strains, exercise-based programming appropriate across the life span and specific to an injury state. Return to sport and advanced exercise protocols, modifications, and variations will be detailed and practiced during lab-based modules. The goal of this information is for it to be immediately applicable in the clinical setting.

3.4 Develop program outcomes, as well as learning objectives that define the knowledge and/or skills the AT is expected to acquire through the completion of the program.

Program objectives as well as expectations as to what the participant will learn will be stated on the website of each program, as well as available on PDF download.

SECTION 4: DEVELOPMENT and INSTRUCTION

4.1 Program Developers must:

4.1.1 Be knowledgeable of the domains of athletic training. Credit shall not be awarded for educational programs that 1) do not fall into one of these domains or 2) are presented below the level of an entry-level Certified Athletic Trainer.

Course content is taught at the “essential” level, however this is assuredly not below entry-level. The content is heavily backed and dependent on the most current scientific evidence as it relates to athletic rehab and injury management, which is well within the domains of Athletic Training. In

addition, the course content is developed to teach the participant how to appraise levels and quality of evidence, which is dependent on critical thinking, rather than simply memorizing information or accepting certain information as unequivocal fact.

4.1.2 Provider must ensure that the facilities are appropriate for proposed educational programs and that the proposed educational programs meet the learning objectives of the program.

This will be ensured as mentioned in previous sections.

4.1.3 Obtain a curriculum vitae that highlights pertinent information on an instructor's education and professional training, as well as work, publication and presentation history. This record must be produced for any audit conducted by or on behalf of the BOC.

We will be fully compliant with any audit by the BOC. The relevant information listed above will be a part of all CVs for our program instructors and will be given to the BOC and participants upon requests.

4.1.4: Offer educational materials for each program that will enhance participant understanding of the content and foster application to clinical practice.

We will provide participants with pre-reading materials such as powerpoint and full research papers, along with the full course reference list.

4.1.5 Notify potential enrollees of any required materials and equipment, and provide specific descriptions of each.

This information will be sent via email to all participants prior to the program.

4.1.6: Develop clearly-defined policies on honoraria and expense reimbursement for instructors/authors.

These systems are set internally. Instructors and ClinicalAthlete will be fully compliant if the BOC wishes to elaborate on our instructor honoraria and reimbursement policy.

4.2 Instructor Qualifications

4.2.1 Instructors of educational programs must have documented experience, education and/or training to allow attendees to meet the learning objectives.

This will be ensured. All information available on CVs and public bios.

4.2.2 Instructors should be selected based upon their knowledge of the subject matter; experience and teaching ability; and ability to meet the educational needs of the AT.

This will be ensured. All information available on CVs and public bios. Our instructors are specifically chosen because of their experience, background, ability to appraise science and articulate ideas. Communication skills of our instructors are evidence by their participation in discussion within our educational Forum.

SECTION 5: ASSESSMENT

5.1: Each learning objective (see Section 3) must have an appropriate, corresponding strategy for assessment of learning.

5.1.1 The strategy must be content-oriented and must provide feedback to participants so that they can assess their mastery of the material.

5.2 The provider must develop and use assessment strategies that:

5.2.1 Are appropriate to the chosen objectives and educational methods.

5.2.2 Measure the extent to which program objectives have been accomplished.

5.3 The provider may select formal and informal techniques for assessment of learning.

5.3.1 Informal techniques typically involve participant discussions.

5.3.2 Formal techniques, such as tests and quizzes, are typically individualized, written and graded.

5.4 The provider shall give feedback about the assessment to the participant in an appropriate, timely and constructive manner.

Informal techniques will be used to assess the participants understanding of course content. Q&A sessions will be conducted at the end of each section/module of a program, as well as longer Q&A sessions at the end of each day, that will act as group discussion. Course and module objectives will be explicitly stated at the beginning and end of each module and day; and instructors will reference these specifically when asking for participant questions. Feedback will consist of verbal or demonstrative communication; and instructors will ensure participant's question is answered and understanding is ensured before moving on. Case studies will be offered

throughout the program material to give participants clinical context to course material.

Participant assessment will also be gauged utilizing a physical form given out at the end of every program. This assessment will subjectively measure to what extent the participant feels they personally achieved each objective of the course.

SECTION 6: REVIEW and EVALUATION

6.1 Evaluation

6.1.1 Providers must develop and conduct evaluations of each program.

6.1.2 Feedback from participants should be provided on the following areas:

6.1.2.1 Applicability of program to meet educational needs

6.1.2.1.1 Program content was practically useful, comprehensive, appropriate and adequately in-depth

6.1.2.2 Achievement of stated objectives

6.1.2.3 Effectiveness of teaching and learning methods

6.1.2.4 Quality and effectiveness of faculty

6.1.2.5 Usefulness of educational materials

6.1.2.6 Appropriateness of learning assessment programs

6.1.2.7 Perception of bias or commercialism

Physical paper evaluation forms will be given to each participant at the conclusion of every program to complete before leaving the facility. These paper evaluations will ask participants all information included in 6.1.2. In addition, participants will be given the option for electronic feedback forms if they prefer to use that platform for more detailed feedback. These forms can be sent to BOC for audit and review at any time upon request.

6.2: Review

6.2.1 Data collected is thoroughly evaluated and used to make improvements in future presentations.

6.2.2 Presenters are informed of feedback to help improve teaching and learning methods as well as quality and effectiveness of presentations.

6.2.3 An independent or internal review shall be conducted no less than annually to determine the effectiveness of the program. The review should evaluate:

6.2.3.1 Achievement of the overall goals of the program

6.2.3.2 The extent to which the evaluation effectively and appropriately assesses:

6.2.3.2.1 Educational objectives

6.2.3.2.2 Quality of the instruction process

- 6.2.3.2.3 Participants' perception of enhanced professional effectiveness
- 6.2.3.3 Appropriateness of evaluation methods and consistency with the scope of the program

We will fully disclose and discuss participant feedback with instructors after each program. We will look to make changes to our programs on a regular basis, based on participant feedback; and will keep records of these changes to be sent to BOC upon request. We will also send surveys periodically to past participants to see if they are using the information they learned in the course. Proof of these follow up surveys can be made available upon request.

Terms of Service ("Terms") & Policies

Last updated: 4.1.23

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the www.clinicalathlete.com website (the "Service") operated by ClinicalAthlete LLC ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

DUE TO LIMITED AVAILABILITY, ALL PURCHASES MADE THROUGH THIS WEBSITE ARE FINAL SALE. NO REFUNDS UNDER ANY CIRCUMSTANCES. CREDIT TO A CLINICALATHLETE SEMINAR OR EVENT WILL BE ISSUED TO USE AT A FUTURE EVENT IF CLINICALATHLETE CANCELS OR RESCHEDULES FOR ANY REASON. TRANSFER OF CREDIT MAY BE GRANTED UPON REQUEST. CLINICALATHLETE EVENTS MAY BE FILMED FOR COMMERCIAL USE ("VIDEO"). BY PURCHASING EVENT REGISTRATION/ADMISSION YOU CONSENT TO BE FILMED AND IRREVOCABLY GRANT US, IN PERPETUITY, THROUGHOUT THE WORLD, THE RIGHT TO USE AND AUTHORIZE OTHERS TO USE, YOUR VOICE, NAME, IMAGE, AND LIKENESS IN CONNECTION WITH THE SEMINAR, VIDEO, AND FUTURE SIMILAR SEMINARS AND VIDEOS, AND THE PUBLICITY, SALES, MARKETING, AND ADVERTISING THEREOF.

Grievance Policy

Applies to: All ClinicalAthlete events, membership, and purchases.

Policy Statement: Situations may occur where a purchaser believes that the fair and consistent application of a policy affecting him or her has not been followed. In most cases, ClinicalAthlete expects that the issue will be satisfactorily addressed via interaction between the purchaser and ClinicalAthlete Support team. However, when a recent or continuing problem has not been resolved, ClinicalAthlete wishes to provide purchasers an alternative vehicle for doing so. No purchaser shall be subjected to discrimination or adverse treatment for participating in a grievance procedure.

Definitions or Regulations: A "basic grievance" is defined as a claim that ClinicalAthlete has violated a published policy. Basic grievances do not involve claims of: Possible discrimination on the basis of race, color, sex (including sexual harassment or sexual orientation), religion, creed, age, handicap, national origin, or status as a veteran. Purchasers wishing to pursue claims of such discrimination must contact the Office of Institutional Diversity and Equity.

Procedure: ClinicalAthlete's grievance procedure consists of three steps: (1) Step I–Informal, (2) Step II–Formal, and (3) Step III–Appeal. Each step has its own procedures, as set forth below.

Time Limits: If a purchaser waits an unreasonable length of time before submitting his or her grievance or proceeding to the next step, the fact-finding process could be difficult and appropriate action inappropriate.

The following time limits apply to this procedure:

Step I – Grievance must be filed within 14 days of the event(s) that lead to the grievance.

Step II –The grievance must be filed at Step II within 14 days of the supervisor's written response at

Step III –The grievance must be filed at Step III within 14 days of the written decision of the chief human resources officer, his or her designee, at Step II.

Step I – Informal Step: In many cases, disputes over the application or interpretation of policy can be resolved through communications within ClinicalAthlete admin and customer support. As such, the first step in the grievance process is a discussion between the purchaser and ClinicalAthlete admin. This communication can be initiated by either ClinicalAthlete or the purchaser. If the informal procedure fails to resolve the grievance, and the purchaser wishes to continue the matter, the purchaser must begin the steps of the formal procedure no later than 14 calendar days after the receipt of ClinicalAthlete's response.

Step II – Formal Step: If the matter is not resolved at Step I, the purchaser may proceed to Step II by submitting a written statement to the Chief Executive Officer of ClinicalAthlete. This statement should outline the relevant facts that form the basis of the purchaser's grievance, indicating the policy that has allegedly been violated, and stating the resolution sought. Upon receipt of the purchaser's written statement, the Chief Executive Officer will: a) Advise the ClinicalAthlete admin team of the grievance and determine if the Step I procedure was complied with. (If the Step I procedure was not followed, the CEO will refer the purchaser back to Step I unless the CEU determines that such referral is not likely to resolve the matter.) b) Schedule a meeting with the purchaser and ClinicalAthlete admin. The meeting should be held promptly (if possible within 14 calendar days of receipt of the purchaser's written statement). c) Act as chairperson of the meeting, hear both sides of the dispute, render a written decision following the hearing, and provide the parties with copies of the decision. The presence of legal counsel at the meeting is not permitted. Note taking is allowed, but tape recording of the meeting is prohibited.

Step III–Appealing to third party: If the purchaser is unsatisfied with the response from the CEO at Step II, the purchaser can proceed to Step III by seeking third party intervention in resolution of the matter. ClinicalAthlete shall not be responsible for expenses associated with any third parties involved with purchaser.

Remedies: At each step in the grievance process, the individual representing ClinicalAthlete may fashion a remedy that is consistent with his/her authority. If ClinicalAthlete determines that as a result of a failure to follow policy the grieving purchaser had a financial loss, ClinicalAthlete may

provide compensation to the purchaser for the loss if he or she signs an appropriate release concluding the matter.

Documentation: There are no specific documents or forms to be used under this policy. As set forth above, there are a number of places where written communication is required. That communication will typically take the form of a memorandum.

Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service. We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of ClinicalAthlete LLC and its licensors. Our logo and content may not be used in connection with any product or service without the prior written consent of ClinicalAthlete LLC

Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by ClinicalAthlete LLC.

ClinicalAthlete LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that ClinicalAthlete LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless ClinicalAthlete LLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

Limitation Of Liability

In no event shall ClinicalAthlete LLC nor its directors, employees, partners, agents, suppliers, or affiliates, and nor Halevy Life, Inc, its be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

ClinicalAthlete LLC its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of New York, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

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By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about these Terms, please contact us at Info@clinicalathlete.com