



ATHLETIC TRAINER INDEPENDENT CONTRACTOR AGREEMENT

This agreement made this _____ day of _____, 2025, between Event Medical Group, (herein after “Company”), and _____, (herein after “Contractor”).

WHEREAS Company is in the business of providing Athletic Training and Medical services through qualified independent medical professionals for their clients.

WHEREAS Contractor is a professional complaint with all Federal, State, and Local laws regarding licensing and any other legal requirements that are required to carry out the function and scope of work to be carried out as an independent contractor pursuant to this agreement.

WHEREAS Company desires to engage and contract for the services of the Independent Contractor to perform certain tasks as set forth herein. Independent Contractor desires to enter into this Agreement and perform as an independent contractor for the company and is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. **ENGAGEMENT** – Subject to Contractor’s representations and signature, Company hereby engages Contractor to provide Athletic Training Services complying with all legal and ethical requirements and expectations of Contractor’s profession.
2. **INDEPENDENT CONTRACTOR STATUS** - This Agreement does not constitute a hiring by either party. It is the parties intention that Independent Contractor shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims. Within the Scope of Work, Independent Contractor shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Company shall not be liable for any obligations incurred by Independent Contractor unless specifically authorized in writing. Independent Contractor shall not act as an agent of the Company, ostensibly or otherwise, nor bind the Company in any manner, unless specifically authorized to do so in writing.

3. **TERM** – This engagement is an at will agreement between Company and Contractor commencing on the date of signature on this agreement and continuing for one year or until terminated by either party. Termination without cause will be with written notice with three weeks notice to the other party. Termination for cause can be immediate and will be in writing detailing the cause of the termination, which may be for any cause that Company feels necessary including but not limited to: unprofessional conduct, complaints of clients, expiration of licensing or insurance, misrepresentations made by contractor, repeated un-timeliness of required reports, or any other breach of this contract.
4. **SCOPE OF WORK** – Independent contractor agrees to devote as much time, attention, and energy as necessary to complete the duties of an Athletic Trainer at any assigned event to a professional standard consistent with Contractor’s licensure. Additionally Contractor agrees to complete required reports and documentation in a timely manner, not to exceed 48 hours after the completion of the event.

Contractor understands that the work assignments are as needed and will be delegated by any manner Company chooses. There is no guarantee of a minimum number of hours in any period.

5. **LICENSURE AND INSURANCE** – Contractor agrees to maintain all necessary licensures to practice as an Athletic Trainer, including BOC, BLS, and other necessary licensure. Contractor must also carry their own liability insurance coverage. Contractor agrees to provide copies of all licenses and insurance coverage to Company.

Contractor agrees to indemnify and hold the Company harmless from and against all liability, including fines, claims, demands, suits or actions of any kind or nature arising by reason of the indemnifying party’s acts or omissions in the course of performing its obligations with respect to the client event

6. **COMPENSATION** – Contractor will be paid \$35 per hour. Pay will be on a monthly basis no less than fourteen (14) days after the timely submission of all necessary reports and documentation.

Contractor understands that hourly compensation is the only compensation to be received for assignments and there is no additional compensation to reimburse for fuel, travel, or any other miscellaneous expenses.

Company may at times provide some supplies at no additional cost to Contractor solely at the discretion of Company. If Company does provide supplies of any nature; those supplies are to be used solely for the scope of work being performed under the terms of this contract.

Company will not provide any benefits to Contractor, including but not limited to medical, dental, retirement, workers compensation, nor will Company withhold taxes or any other withholdings from paychecks. Contractor waives and foregoes any rights or claims to any benefits and withholdings.

7. RECORDS – Records related to medical care provided by contractor will become the sole property of Company. Contractor may keep necessary records and documentation as required to follow up with clients and ensure proper care is maintained. Upon termination of this contract, Contractor will immediately return to Company any such records being maintained by Contractor.
8. CONFIDENTIALITY and HIPAA COMPLIANCE – Contractor acknowledges that information regarding any medical care is confidential and subject to state and federal regulation under HIPAA. Contractor agrees to respect and abide by all applicable laws with regards to all information and records obtained, created, or reviewed in the course of this agreement.

Furthermore, Contractor agrees to keep all Company information related to services, clients, events, records, and any other such Company information confidential. Contractor will not disclose any Company information, nor use any Company information in any way except directly related to providing services within the scope of work.

9. NON-COMPETE COVENANTS – Contractor shall not during the agreement and for a period of 24 months following the term of the contract directly or indirectly call on, solicit, or take away, or attempt to do so, any of the customers or clients of Company, either for Contractor’s own benefit, or for the benefit of any other firm, organization, or company.

Contractor shall not, during the agreement and for a period of 24 months following the term of the contract, either directly or indirectly recruit any of Company’s employees for the purpose of a competing business.

Contractor agrees to not engage in any activity that is competitive with any activity of Company during the course of this agreement, and for a period of 24 months after the term. For purposes of this paragraph, competitive activity encompasses forming or making plans to form a business entity that may be deemed to be competitive with any business of Company. This does not prevent Independent Contractor from seeking or obtaining employment or other forms of business relationships with a competitor after termination of employment with Company so long as such competitor was in existence prior to the termination of relationship with Company and Independent Contractor was in no way involved with the organization or formation of such competitor.

10. BUSINESS OPPORTUNITIES – Contractor agrees that, During the term of this Agreement, if Independent Contractor becomes aware of any project, investment, venture, business or other opportunity (any of the preceding, collectively referred to as an “Opportunity”) that is similar to, competitive with, related to, or in the same field as Company, or any project, investment, venture, or business of Company, then Independent Contractor shall so notify Company immediately in writing of such Opportunity and shall use Independent Contractor’s good-faith efforts to cause Company to have the opportunity to explore, invest in, participate in, or otherwise become affiliated with such Opportunity.

11. **ARBITRATION AGREEMENT** – Parties agree that any dispute arising from or related to this agreement or any correlating activity will be settled by binding arbitration governed by the provisions of the American Arbitration Association. The losing party in the dispute may be responsible for the attorney fees of the prevailing party at the discretion of the arbitrator.

12. **MISCELLANEOUS PROVISIONS** – This agreement contains the entire understanding of the parties. All prior or contemporaneous understandings, representations or agreements of the parties, whether oral or written are merged herein and shall have no further independent significance. This agreement may not be modified, altered, or amended except by a subsequent writing executed by both parties.

This agreement may not be assigned or transferred to any other party.

This agreement shall remain in effect and binding beyond the termination of the working relationship with respect to all confidentiality and non-disclosure agreements.

If any provision of this agreement is deemed unenforceable all remaining provisions shall remain in full force and effect without being impaired or invalidated in any way.

Any waiver of default of this agreement must be in writing and shall not be a waiver of any other default concerning the same or other provisions of this agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

Each party to this Agreement has reviewed and had the opportunity to revise this Agreement. Each party to this Agreement has had the opportunity to have legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

13. **JURISDICTION AND VENUE** – This Agreement is to be construed pursuant to the laws of the State of Utah. Any claims arising out of this agreement shall be made in the State of Utah, Salt Lake County.

IN WITNESS WHERE OF, the parties hereby execute this agreement:

Contractor

Event Medical Group

Date

Date