

KTC Student Agreement

Lymphedema Therapy Certification Course

The following agreement is made between the student registering for the Lymphedema Therapy Certification course as indicated on the registration form and Klose Training & Consulting, LLC (hereafter KTC).

Confirmation

After registering for the course, each student will receive a confirmation letter indicating the exact starting and ending times as well as pertinent information pertaining to the location of the course.

Class Times

For exact class hours, dates and times, please refer to the information provided in your confirmation letter and/or refer to the KTC website. For example, the KTC Lymphedema Therapy Certification course provides a total of 135 hours of instruction: 45 hours of online Home Study plus 90 hours of classroom instruction over nine (9) consecutive days. Usual class hours are Friday through Saturday (of the following week), 8:00 a.m. – 7:00 p.m. daily.

Home Study Module

After the student pays at least a \$700 deposit, she/he will be provided access to an online 45-hr Home Study Module which must be completed prior to the classroom portion of the course. The Module provides critical, foundational information that will prepare the student for the classroom lectures and skills training. The Module is composed of numerous video lectures and demonstrations supported by a course manual. The content includes extensive information about the anatomy and physiology of the lymphatic system along with an introduction to lymphedema and its treatment. A quiz follows most of the sections of the Module. All quizzes must be passed with a grade of 80% or better prior to the first day of the class. **NOTE: The online home study must be completed no later than three days prior to the start of the class. If a student fails to do so, the student may be denied entry into the class and no portion of their tuition will be refunded.**

Tuition

The total tuition for the course is \$3,100.00. Upon registration, \$100.00 of the tuition becomes non-refundable. A deposit of \$700.00 is required at the time of registration. The remaining balance must be paid at least three (3) weeks prior to the first day of class.

Refund Policy

We expect students to fully commit to this course at registration. If circumstances prohibit a student from attending the course, we encourage them to transfer their registration to a later course offering. However, if the student does need to cancel, they must call Klose Training at 303-245-0333 *and* provide written notice by emailing info@klosetraining.com. Please give as much advance notice as possible. Our refund policy is as follows:

1. Upon registration, \$100 of the student's registration payment becomes non-refundable.
2. Upon shipment of the Home Study materials, a total of \$700.00 becomes non-refundable.
3. If a student cancels prior to 30 days before the start of the class, the course materials must be returned to Klose Training at the student's expense. Upon receipt of the course materials, a refund by check, minus the \$700 non-refundable portion, will be mailed within two weeks.
4. If a student cancels *within* 30 days of the start of the class, there are two options:
 - a. **Transfer to a later course date.** The student has 30 days from cancellation to choose a later date to take the Lymphedema Therapy Certification course. The student must take the course within 12 months of the start date of the class in which they were originally enrolled. Klose Training will retain the student's tuition and apply it to the new course date.
 - b. **Receive a credit.** The course materials must be returned to Klose Training, even if they have been marked. Once the materials have been received by Klose Training, a credit for the amount paid to date, minus the \$700 non-refundable fee, will be applied to the student's account. This credit may be used for any Klose Training online or live course within 24 months of the return of the course materials. If the materials are not returned, no credit will be offered. **No amount will be refunded if a student cancels within 30 days of the start of the class.**

Exams

In order to successfully complete this course, the student must pass a multiple-choice exam with a score of 80% or better, devise an appropriate treatment plan in response to a case study presented to the student, and demonstrate competency in manual lymph drainage and compression bandaging for lymphedema patients.

Attendance

100% attendance by each student is expected. Students who miss more than five (5) hours of any Lymphedema Therapy Certification course may not be permitted to take the final exam and, therefore, will not receive a Certificate of Completion after the program is finished. The class hours of each seminar are outlined in the confirmation letter. Additional hours for homework are expected. All students must be in class on time.

Photo Release

By participating in this Klose Training course, you are giving your consent to have your image and/or voice recorded for use by KTC for future publications, productions, and/or promotional and advertising purposes without compensation. Your full name will not be used in connection with these images or recordings for advertising purposes without your consent. This material will be owned by KTC.

Shared Information

KTC will share your business contact information and email address with other students in the class. KTC will also provide this information to the vendors who, as part of your class, are providing you with an extensive amount of valuable professional supplies at no cost to you.

Certificates

In order to receive a Certificate of Completion at the end of the Lymphedema Therapy Certification course, the tuition must be paid in full with all required documentation submitted. In addition, the student must pass both the written and practical exams as required by the instructor. KTC will gladly replace lost or damaged certificates at the request of the student. The first replacement certificate is complimentary; additional replacement certificates will be subject to a \$15.00 fee.

Scope of Certificate/Certification

This lymphedema therapy certification is not a "stand-alone" certification; it must be regarded as adjunct to the student's existing professional license/diploma, e.g. physical or occupational therapy license. Therapists treating patients with lymphedema must be in possession of an active license/diploma and work in compliance with the scope/guide of practice set forth for their profession by the state, county and/or municipality that governs their license.

Cancellation of Classes

If a course is cancelled due to an insufficient number of registrations, all moneys received will be refunded or transferred to another class as elected by the registrant. In case of cancellation of the class for any other reason, a new course will be scheduled and all payments will be transferred. In the event that the presenter falls ill and no substitute is available, the class will be rescheduled.

Withdrawal and Dismissal

Withdrawal from the program will result in the loss of the student's deposit/tuition. A student may be dismissed from the program for insufficient progress, non-payment of tuition, or non-attendance. Reinstatement following dismissal will be at the discretion of KTC. For applicable refunds, please refer to the refund policy on page 1 of this agreement.

Failing the Course

While KTC has a very high pass rate for students taking our Lymphedema Therapy Certification course, occasionally, a student is unable to satisfactorily complete the written and/or practical exams so will not be awarded a Certificate of Completion. However, the student will be allowed to repeat the course one additional time within one year at no tuition expense to re-learn the concepts of lymphedema therapy and attempt to satisfactorily complete the exams. Should the student fail to retake the course within one year from the time of the original course date or fail to complete the course successfully for a second time, the student may enroll again by paying the full course tuition again. Any tuition discounts for students repeating the course a third time is at the sole discretion of KTC.

Non-Compete Clause

The student agrees that the purpose of the KTC Lymphedema Therapy Certification course is to provide training and certification for the therapeutic modalities known as Manual Lymph Drainage (MLD) and Complete Decongestive Therapy (CDT) plus other lymphedema-related topics. The student shall not, under any condition, solicit for competing purposes, the training and certification of other therapists in these areas. Although the student is free to distribute information concerning lymphedema, the student shall **not** be permitted to train nor certify any other person in MLD and/or CDT unless granted instructor privileges under KTC guidelines.

All materials provided in this course are, unless otherwise stated, the property of KTC. Copyright and other intellectual property laws protect these materials. Reproduction and re-transmission of the materials, in whole or part, in any manner, without prior consent of the copyright holder, is a violation of copyright law. Individuals must preserve any copyright or other notices contained in or associated with the materials. Users may **not** distribute copies to others, whether or not in electronic form, whether or not for charge or consideration, without prior written consent of the copyright holder of the materials.

Klose Training Lymphedema Certification

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Klose Training has put in place the following preventative measures in an attempt to reduce the risk of contracting COVID-19 in the classroom; however, Klose Training cannot guarantee that you will not become infected with COVID-19 as a result of participating in the class.

Preventative measures Klose Training instructors and students will take in the classroom (please initial where indicated):

- Klose Training will provide one (1) new, unused face mask to each instructor and student each day of the class.
- Instructors and student will be required to wear masks in the classroom at all times.
- Klose Training will limit the number of students in each class to allow for social distancing between tables.
- Klose Training will provide hand-sanitizer and encourage handwashing often.

____ Your course instructor will conduct temperature checks every morning before class. If the student's temperature is $\geq 100.4^{\circ}\text{F}$, the student will not be permitted to participate in the class that day. Participation on the following days will be decided on a case-by-case basis by the course instructor. Please arrive early enough every morning to "cool off" after traveling in a hot car or walking to class in warm weather.

____ Klose Training reserves the right to refuse a student who has experienced any of the following symptoms within 10 days prior to the start of the class: fever (temperature of $\geq 100.4^{\circ}\text{F}$), cough, trouble breathing (shortness of breath), sore throat, and/or loss of taste or smell.

____ You'll be required to answer the following question **3 days PRIOR** to the start day of the course: Have you had known contact with someone diagnosed/confirmed positive with COVID-19 in the past 14 days? (yes/no) If your answer is "yes" to the question, Klose Training requires you to be tested for COVID-19 and be able to submit a negative test result **PRIOR** to the start of class.

____ If a student experiences any of the symptoms listed above during the class, s/he is required to report to the course instructor immediately. The course instructor will decide about dismissal from the class on a case-by-case basis.

____ The course instructor will have full authority as to decide who is allowed to attend the class each day.

____ If a student cannot finish the class due to illness, Klose Training will work to reschedule the student for a future class.

____ Klose Training will work within the guidelines of each state/county restrictions for Covid19 protection, as each class location, may be different than the state you are from.

It's important to understand that students must work directly with a partner to practice the manual techniques of MLD and compression bandaging. This does not allow us to "socially-distance" completely in the classroom. Furthermore, the instructor will circulate throughout the room and must be within 6' of students in order to provide instruction and coaching.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Klose Training Lymphedema Therapy Certification and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the class may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Klose Training employees and program participants. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance and participation. With my signature below, I hereby release, covenant not to sue, discharge, and hold harmless Klose Training, its employees, agents, and representatives, of and from any claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Klose Training, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Klose Training program.

Student's Signature

PRINTED NAME

DATE