



## Terms of Use: Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**Waiver:** In consideration of permission to use, today and on all future dates, the property, facilities, equipment (including but not limited to STOTT PILATES® equipment and props, MELT Method® and suspension training), website features and services when visiting www.pilatessouthtexas.com and other websites or software which currently exist or may exist or will be created by Center Pose, Inc. d/b/a Pilates South Texas, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Center Pose, Inc. d/b/a Pilates South Texas (also referred to herein as “we”, “us” and “our”), its directors, managers, employees, independent contractors, instructors/teachers and consultants from liability from any and all claims including the negligence of Center Pose, Inc. d/b/a Pilates South Texas, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in center activities, observation, and use of facilities, premises, equipment or use of our products, services or communication tools/services (collectively, “Services”), including associated widgets, mobile applications or other distribution platforms operated by Center Pose, Inc. d/b/a Pilates South Texas (the “Site”).

**Assumption of Risks:** Physical activity, by its very nature, carries with its certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Center Pose, Inc. d/b/a Pilates South Texas encourages you to obtain a physical examination from a doctor before participating in any exercise activity. Our Services offer activities such as yoga, Pilates, dance, and walking/aerobic activities, additionally MELT Method® and suspension training. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system, internal organs, and other parts of the anatomy.

You voluntarily accept and assume any and all risks, known or unknown, associated with Your Use of the Site and our Services including, without limitation, the risk of physical or mental or emotional injury, minor and/or severe bodily harm, death, and/or illness, which arise by any means, including, without limitation: acts, omissions, recommendations or advice given by us. By visiting www.pilatessouthtexas.com or using other platforms operated by Site, you are accepting and consenting to the terms of the Waiver. You use the Site at your sole risk, including all content, software, website, functions, services, and materials. If you do not agree to these terms, please discontinue using our Site immediately. The specific risks vary from one activity to another, but in each activity the risks range from (1) minor injuries such as scratches, bruises, and sprains to (2) major injuries such as body injury or broken bones, joint or back injuries, heart attacks, internal and concussions to (3) catastrophic injuries including paralysis, blindness and death.

**I have read the previous paragraphs and I know, understand, and accept these and other risks that are inherent** in the activities made possible by Center Pose, Inc. d/b/a Pilates South Texas. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD Center Pose, Inc. d/b/a Pilates South Texas HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including all legal and attorney’s fees brought as a result of my involvement with Center Pose, Inc. d/b/a Pilates South Texas and to reimburse them for and such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the Law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding and Jurisdiction:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including any right to sue. Likewise, I agree that if legal action is brought, it must be brought in San Diego County, California.

I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Contact Information:

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
E-mail

No \_\_\_\_ Yes \_\_\_\_  
E-mail my Appointment

Referral(s): \_\_\_\_ Pilates South Texas Website \_\_\_\_ Merrithew™ Website \_\_\_\_ MELT Method® Website \_\_\_\_ Social Media Friend | Colleague \_\_\_\_\_

\_\_\_\_\_  
Emergency Contact

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
Phone



**Client Information**

Services of Interest:  STOTT PILATES®,  MELT Method®,  Nutrition Coaching  
 Suspension,  Personal Training,  Tennis Coaching,  Golf Body-Swing Connection® Assessment

Desired Goals [1 month then 6 months]: \_\_\_\_\_

Occupation: \_\_\_\_\_

Activities: \_\_\_\_\_

Please provide Health Care Professional's diagnosis and | or exercise recommendations if available:

**Prenatal or Postpartum status?** Offer details if applicable \_\_\_\_\_

**Injuries (present and/or past) that may limit your performance?** Offer details if applicable \_\_\_\_\_

**Postural concerns that may limit your performance?** Offer details if applicable \_\_\_\_\_

Are your noted concerns **MUSCLES\*** and/or **BONES\*** | **JOINTS\*** related?  
 (Please offer details if applicable)

\*Ankle L | R \*Knee L | R \*Hip L | R \*Sacroiliac (SI joint) \*Spine Lower | Middle | Upper | Neck \*Arm L | R \*Shoulder Blade L | R \*Elbow L | R

**Payment, Package & Cancellation Policies** Agreement: \_\_\_\_\_ [Initial] \_\_\_\_\_ [Date]

- ❖ Cash, Check & Credit Cards [except Discover card] accepted
  - > Invoice name is CENTER POSE, Inc.
  - > Check payable to CENTER POSE, Inc. \$50.00 fee per returned check
  - > Payments and Sessions/Classes are non-refundable and non-transferable.
- ❖ A 24-hour cancellation notice is required to avoid service charges. Please be advised late arrivals will result in a reduction of service time.
- ❖ Check website for updates as studio schedule and fees are subject to change. Note, a required rate adjustment may be applicable.

**Private & Semi-Private**

Session [Expiration Date]	New Client [30 days]	Single [30 days]	5 Sessions [6 months]	10 Sessions [9 months]	15 Sessions [1 year]
<b>Private</b>					
Certified Instructor	\$95 or \$255 <sub>3</sub>	\$110	\$525 \$105	\$1,000 \$100	\$1,425 \$95
Certified Lead Instructor	\$135 or \$330 <sub>3</sub>	\$150	\$725 \$145	\$1,400 \$140	\$2,025 \$135
<b>Semi-Private</b>					
Certified Instructor	\$55	\$70	\$325 \$65	\$600 \$60	\$825 \$55
Certified Lead Instructor	\$70	\$85	\$400 \$80	\$750 \$75	\$1,050 \$70

**Group** [Minimum 3 Clients]

Session [Expiration Date]	New Client [30 days]	Single [30 days]	4 Sessions [30 days]	6 Sessions [30 days]
<b>Group</b>				
Mat-Based [In-Studio   Virtual]	\$20 <sub>2</sub>	\$25	\$90 \$22.50	\$99 \$16.50
Equipment [In-Studio   Virtual]	\$40 <sub>2</sub>	\$40	\$150 \$37.50	\$210 \$35

**PST-CONNECT**

PST-CONNECT [Expiration Date]	Trial Period [30 days]	1 Month [30 days]	1 Year [365 days]
Coming Soon	TBA	TBA	TBA

All Instructors have required Certifications and/or Certificates of Completion to instruct specific modality of fitness.



## About Pilates South Texas Studio

1934 West Gray, Suite 211, Houston, Texas 77019

**Telephone:** (888) 838-3664, Ext. 0; **Fax:** (858) 429-5868; **E-Mail:** info@pilatessouthtexas.com

**Website:** www.pilatessouthtexas.com

- ❖ **Opened in 2007**
- ❖ **3,500 sq.ft. Studio**
  - › Friendly, welcoming, and clean environment
    - Floor-to-Ceiling windows and mirrors throughout studio
    - Light wood flooring throughout studio [no carpet]
  - › Fully STOTT PILATES® Equipped studio offers flexibility with programming that focuses on specific movement patterns to optimize results
    - Rehab Reformer, V2 Max Plus™ Reformer, Cadillac, Stability Chair
    - Barrels: Arc Barrel, Stability Barrel, Stability Barrel Lite, Mini Stability Barrel Lite, Spine Corrector, Ladder Barrel
    - Spine Supporter & comprehensive selection of exercise & supporting props
  - › Other Equipment
    - Suspension Equipment [TRX & 4D Pro]
    - Cardio Equipment [Treadmill, Elliptical, Stationary Bike]
- ❖ **STOTT PILATES® Fully Trained & Certified in all equipment & have qualifications to work with injuries & special populations**
  - › Instructors promote optimum client health by applying their knowledge of biomechanics while cuing proper muscle firing sequences
  - › Instructors are attentive to the client's specific concerns of discomfort, strength development and range of motion while evolving personalized instruction for short-term and long-term progress
- ❖ **Professional Certifications**
  - › Instructors pursue and maintain additional professional certifications for continued advancement in other modalities of fitness

## Pilates South Texas **Mission**

**Passion:** To consistently provide inspiring, progressive training and education

**Support:** With encouragement and guidance for personal and professional development

**Transform:** For a better feeling body and self with inspired confidence

## **Services**

Offer comprehensive services to all patrons, so they can meet their personal or professional goals

- ❖ **Private & Semi-Private Session** [In-Studio or Virtual]
  - › STOTT PILATES®, MELT®, Nutrition Coaching, Suspension Training, Personal Training, Tennis Coaching, Golf Body-Swing Connection® Assessment
- ❖ **Group Session** [In-Studio or Virtual]
  - › STOTT PILATES®, MELT®
- ❖ **Instructor Education** [In-Studio or Virtual]
  - › An exclusive STOTT PILATES® Licensed Training Center in Texas
    - STOTT PILATES® Certification Provider
    - STOTT PILATES® CEC Provider
  - › Continuing Education Credit [CEC] Provider
    - ACE® CEC Provider
    - NPCP [formerly PMA] CEC Provider
  - › KINETIC CHAIN® Education Provider



**Studio Etiquettes Guidelines** Agreement: \_\_\_\_\_ [Initial] \_\_\_\_\_ [Date]

While Pilates South Texas has always prided its practices and protocols for creating a safe and healthy environment, it is necessary for us to incorporate the State mandated rules along with additional internal policies to preserve a safe and healthy environment to provide you services. No environment can be entirely risk free, it is important that we work together in our efforts to maintain a safe and healthy studio as much as possible.

As guidelines or recommendations from the State change then we will accommodate accordingly.

These are the guidelines to receive services from Pilates South Texas:

1. **Face Coverings** are not required to be worn inside the studio and during the scheduled session.
  - › Please understand and oblige in wearing face covering as needed for all sharing the studio space.
  - › Please contact Chau if you have questions or concerns regarding the face covering guidelines.
2. **Exercise Clothes & Socks** Guidelines:
  - › “Clean & Dry” exercise clothes **without Zippers or Buttons** are appreciated to protect equipment quality.
  - › “Clean & Dry” socks are required per session. (Non-Slippery Socks encouraged.)
    - Bring a pair of “clean & dry” socks - Socks wore in shoes to studio, wore all day at work or around home are not acceptable.
3. **Entering Studio:**
  - › Walk directly to designated area and remove shoes | personal items.
    - **Bottom “three” shelves** are for shoes only.
    - **Top “two” shelves** are for purses, wallets, cell phones, keys, clothes, and water bottles.
    - **Changing Room** is not available at this time. (Please plan accordingly.)
  - › Use hand sanitizer prior to putting on “clean & dry” socks.
  - › Use hand sanitizer or wash hands prior to and throughout session if touch face, hair and/or cell phone.

**Leaving Studio:**

  - › Remove “clean & dry” socks & put personal shoes (or use studio “restroom” slippers) when required to temporarily leave studio.
  - › Follow above **guideline #3** upon re-entering into studio.
4. **Using Cardio Equipment:**
  - › Only one client or one family are allowed in the Cardio Equipment area.
  - › Use hand sanitizer or wash hands prior to using the Cardio Equipment.
  - › **Carry** “clean & dry” shoes to Cardio Equipment area & back to Lobby area.
    - Please do not wear non-approved shoes inside the studio.
  - › Wipe down all surfaces, (i.e., handles, control screen) after use with disinfectant cloth.
5. **Other Guidelines:**
  - › **Rubber Gloves:** Gloves are available to use, but not required.
  - › **Cell Phone:** Set Ringer in “off” setting when “inside” Studio and **put away** during scheduled session.
  - › **Zippers or Buttons:** Exercise clothes without zippers or buttons are appreciated to maintain equipment quality.
  - › **Hair Clips:** Hair Clips & Pins are discouraged for consideration of equipment quality.
  - › **Gum, Food & Water:** Chewing during session is discouraged for safety consideration.
    - All Beverages, (i.e., Coffee, Carbonated Drinks, Juices) must be left on counter in “Break Area” or in refrigerator.
    - Water in a covered container is appreciated and may be carried during scheduled session.
  - › **Hand & Body Lotions:** Use of Oily lotions are discouraged before session for safety consideration.
  - › **Perfumes & Colognes:** Use of Scented products are discouraged in studio for consideration of allergy sensitive clients.

**We highly appreciate the efforts of all and the opportunity to provide you services.**