



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. 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 Email Text None
Appointment Notification

Referral: _____ Walk-In: _____ Website: Pilates South Texas _____ Merrithew™ _____ MELT Method® _____
Friend | Family | Physical Therapist | Physician Social Media: Facebook _____ Instagram _____

Emergency Contact Relationship Phone



Physical participation is required during education training Agreement: _____ [Initial] _____ [Date]

Concerns acquired during education that impede physical participant will not exempt student from completing all required hours. Approval from doctor(s) is required to participate in education at Center Pose, Inc., d/b/a Pilates South Texas if the following, but not limited to the following health concerns or conditions:

Please provide Health Care Professional's documentation of diagnosis and | or exercise recommendations.

* **Auto-Immune:** ___ Chronic Fatigue Syndrome, ___ Diabetes (Type I or Type II), ___ Fibromyalgia Syndrome, ___ Rheumatoid Arthritis

* **Neurological:** ___ Alzheimer, ___ ADHD, ___ Dementias, ___ Foot Drop, ___ Migraine, ___ Multiple Sclerosis, ___ Parkinson's Disease

* **Musculoskeletal:** Offer details if applicable.

- **Spine** (Lower to Neck): ___ Degenerative Conditions, ___ Herniated Disc, ___ Osteoarthritis, ___ SI Joint, ___ Stenosis, ___ Spondylolysis, ___ Spondylolisthesis, ___ Spinal Fusions, ___ TMJ, ___ Whiplash
___ N/A, _____

- **Shoulder Girdle:** ___ Rotator Cuff Tear or Impingement Syndrome: Supraspinatus Muscle/Tendon or Subacromial Bursitis, ___ Frozen Shoulder Adhesive Capsulitis, ___ Thoracic Outlet Syndrome (Compress Nerve/Artery/ Vein)
___ N/A, _____

- **Elbow | Forearm | Wrist & Hand:** ___ Tennis Elbow (Lateral Epicondylitis), ___ Golfer's Elbow (Medial Epicondylitis), ___ Carpal Tunnel (Nerve Compression), ___ Olecranon Bursitis (Elbow Bursitis | Miner's Elbow)
___ N/A, _____

- **Hip:** ___ Piriformis Syndrome (Sciatic Nerve Compression caused by Piriformis), ___ Hip Bursitis (Trochanteric Bursitis), ___ Hip "Clicking", ___ Osteoarthritic, ___ Replacement
___ N/A, _____

- **Knee:** ___ Runner's Knee (Patello-Femoral Pain Syndrome & Chondromalacia Patellae), ___ ITB, ___ Osteoarthritis, ___ Meniscus Tear, ___ Ligament Sprains & Tears, ___ Prepatellar Bursitis, ___ Replacement
___ N/A, _____

- **Ankle | Foot:** ___ Achilles Tendinopathy (Load Greater than Tendon Can Withstand), ___ Shin Splints, ___ Plantar Fasciitis, ___ Bunions, ___ Nerve & Vascular Compression (Due to Hypertrophy in Muscle)
___ N/A, _____

* **Other:** ___ High Blood Pressure, ___ Heart Disease, ___ Prenatal or Postpartum
___ N/A, _____

In-Studio Education Etiquette Agreement: _____ [Initial] _____ [Date]

- Arrive a **minimum of 15 minutes** prior to the start time of each session to allow time to set-up for the day's training.
- Photography, video, audio recordings and/or screen capture or screen recording of any Merrithew education is **strictly prohibited**.
- Bring the required education materials, papers, pencils, pens, and markers to take notes.
- Pilates South Texas will provide the required equipment to use during the training course.

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:

- **Hand Sanitizer:**
 - > **Sanitize** and/or wash hands **prior** to session and any time after touching face and/or cell phone.
- **Shoes & Personal Items:**
 - > Place **Shoes** & other personal items (e.g., purses, wallets, cell phones, keys, clothes, and water bottles) in appropriate shelves.
- **Exercise Clothes & Socks:**
 - > Exercise **Clothes without Zippers or Buttons** for safety considerations and preserve equipment quality.
 - > **Socks**, preferably non-slippery socks are **required** per session for safety considerations.
- **Other Guidelines:**
 - > **Cell Phone:** Set Ringer in **"Off"** setting when "inside" Studio and put away during scheduled session.
 - > **Hair Clips & Pins:** **Discouraged** for safety considerations and preserve equipment quality.
 - > **Chewing Gum:** Discouraged for safety considerations.
 - > **Beverage:** **Required in covered container** and may be carried during scheduled session.
 - > **Slippery Hand & Body Lotions:** **Discouraged** for safety considerations.
 - > **Scented Products:** **Discouraged** for considerations of individuals sensitive with allergies.
 - > **Face Coverings** are not required to be worn inside the studio and during the scheduled session | education.
 - 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.

As guidelines or recommendations from the State change then we will accommodate accordingly.
Please contact Chau if you have any questions or concerns.

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