



## 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 appreciate 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 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, \_\_\_\_\_

Preparation for Virtual Education:

- 1. On-line presentations are perceived as one-way informative rather than being interactive. During the education, we encourage each student to ask questions for an interactive dialogue which will help with the learning process for oneself and to aid with instructions to clients.
- 2. Use Zoom.us App for all virtual education.
- 3. Check internet connection is strong. (Use of an Ethernet cable will provide more reliable connection than Wi-Fi.)
- 4. Click microphone & video camera icons to activate audio (speakers) & video (webcam) once access into meeting is confirmed.
> Presenter may Mute all participants during the session to minimize background noises.
> It is required that the Presenter is able to see full body screen throughout the scheduled education.
> Full participation is required to receive credit for the education.

Virtual Education Etiquette:

- 1. Please log on a minimum of 5 minutes prior to start time to allow time to test connection.
- 2. Photography, video, audio recordings and/or screen capture or screen recording of any Merrithew education is strictly prohibited.

Acknowledgment of Understanding and Compliance:

Signature \_\_\_\_\_

Date \_\_\_\_\_