



## 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 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



**Physical participation is required during education training** Agreement: \_\_\_\_\_ [Initial] \_\_\_\_\_ [Date]

Approval from the doctor(s) is required to participate in any education at Center Pose, Inc., d/b/a Pilates South Texas if the following, but not limited to the following health concerns or conditions: joint | muscle pain or injury; pre-natal & post-natal; high blood pressure; recent surgery; diabetes; heart disease

**Indicate any injuries, conditions or postural concerns that may limit your performance entering the education training.**

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

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**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 take off 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 Equipment:**
  - › Use the equipment and props assigned per session.
  - › Use hand sanitizer or wash hands prior to using Equipment, working with others and after touching face, hair, cell phone.
  - › Wipe down all surfaces, (i.e., equipment, box, barrels, footbar, straps, ropes on Reformers, props) 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.
  - › **Writing Tools & Manuals:** Place all items **on floor and underneath** equipment for consideration of equipment quality.
  - › **Gum, Food & Water:** Chewing during session is discouraged for safety consideration.
    - Beverage and Food **packages | containers** are required to be **wiped down with disinfectant wipe** before using refrigerator.
    - All Beverages, (i.e., Coffee, Carbonated Drinks, Juices) must be left on counter in “Break Area” or in refrigerator.
    - Water in covered container is appreciated and may be carried during scheduled session.
  - › **Hand & Body Lotions:** Use of Oily lotions are **discouraged** before for safety consideration.
  - › **Perfumes & Colognes:** Use of Scented products are **discouraged** at studio for consideration of allergy sensitive clients.

**We greatly appreciate the efforts of all, and we look forward to having you at the studio.**