

Appendix C

Enrollment Agreement

Check one:

I am enrolling for the 600 hour Apprenticeship Program

I am enrolling for the Bridge Program

1. By signing this agreement, I the student, acknowledges that he/she has read and understand all of the requirements and guidelines of the Application for the New York Pilates Studio ® Teacher Certification Program, including without limitation the Bridge Program (collectively “Program”), and that I agree to all of its terms, conditions and regulations.
2. The student agrees to participate in the Program at his/her own risk and hereby releases the United States Pilates Association™ LLC (“U.S.P.A.™”), and the Program and their respective principals, officers, directors, employees, representatives, and their successors and assigns from any and all liability resulting from his/her involvement in the Program.
3. State laws may vary with regard to the uses or application of the lessons and/or procedures taught in the Program. The U.S.P.A.™ makes no representation or warranties concerning the uses and application of the lessons and/or procedures taught in the Program other than the Program is fully accredited by United States Pilates Association™ LLC.
4. The U.S.P.A.™ reserves the right to terminate any student from the Program for conduct which violates U.S.P.A.™ policies or the policies of any Certification or Training Center involved in the Program, or which conduct qualifies as unprofessional conduct deemed inappropriate as determined by the U.S.P.A.™ in its sole and absolute discretion. Students must be able to physically exercise in seminars and apprenticeship to be eligible for certification. The U.S.P.A.™ reserves the right to suspend students who cannot participate fully in the Program.
5. Refund Policy:
No refunds are given once the student is accepted into the Program.
6. I agree I will not use the following marks either alone or in combination with any other wording without the express written permission of the U.S.P.A.™: The New York Pilates Studio®, Authentic Pilates™, Pilates Guild®, United States Pilates Association™, and the U.S.P.A.™. I further agree that I will not record or duplicate through any means any seminars, workshops or written, audio or video materials distributed in connection with the Program (including without limitation the Teacher Certification Manual) whether distributed by the U.S.P.A.™ or any Certification Center or any person who conducts a seminar, workshop or anything similar thereto. without prior written permission from the U.S.P.A.™, which may be withheld in its sole and absolute discretion. I understand that if I am expelled or drop out of the Program, I must return any written, audio or video materials (in any format), which I have received in the course of the Program. I understand that (except for the Bridging Program) teaching outside of the Certification Center of origin while an apprentice is cause for termination without refund.
7. I acknowledge that I may not assign my rights or delegate my duties or obligations under this agreement.
8. LIMITATION OF LIABILITY: EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE U.S.P.A.™. MAKES NO (AND SPECIFICALLY DISCLAIMS) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY

IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE), AND EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT THE APPLICANT HEREBY SPECIFICALLY DISCLAIMS ANY CLAIM IN TORT (EXCEPT GROSS NEGLIGENCE AND WILFUL MISCONDUCT), IN EACH CASE, REGARDING THE SERVICES PROVIDED UNDER THIS AGREEMENT AND THE DOCUMENTS REFERRED TO IN THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL THE U.S.P.A.(TM) BE LIABLE FOR, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY PROVISION OF THIS AGREEMENT.

9. Student acknowledges that in order to maintain certification status, Student must take at least one Continuing Education Seminar, or Systems Workshop offered by the United States Pilates Association™ every 12 months following the date of certification.
10. The rights and obligations of The United States Pilates Association™ LLC. and the undersigned applicant under this agreement, including without limitation, the provisions contained in Paragraph 8, entitled Limitation of Liability shall be binding upon and inure to the benefit of the U.S.P.A.™, the undersigned applicant and their respective licensors (including the U.S.P.A.™ licensor, Richtone Designs, LLC,), employees, officers, directors and successors in interests and assigns

Signature: _____ Date: _____

Print Name: _____

Print Address: _____

Print Telephone Number: _____

Print Email Address: _____

Social Security Number: _____

Tuition deposit enclosed: \$

Payment Method: _____ Check or _____ Credit Card: _____ MC, _____ Visa,

Card Number: _____ Expiration Date _____

Code _____

Print Name As It Appears On Card: _____

Billing Address of Card: _____

All Checks payable to: The U.S.P.A.™