



### Pilates Associates Enrollment Agreement & Program Waiver

1. By signing this agreement, \_\_\_\_\_ (“the student”), acknowledge that I fully understand the Certification process. I have read and understand all of the requirements and guidelines set forth in the Pilates Associates Teacher Training Application and agree to all of its terms, conditions and regulations.
2. **Risk:** The student agrees to participate in the Teacher Training Program (“Program”) at his/her own risk and hereby releases Pilates Associates of Central New York (“PACNY”) 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. **Warranties:** State laws may vary with regard to the uses or application of the lessons and/or procedures taught in the Program curriculum. PACNY makes no warranties, expressed or implied, concerning the uses and application of the lessons and/or procedures taught in the Program curriculum.
4. **Termination:** PACNY reserves the right to terminate any student from the Program for conduct which violates PACNY 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 PACNY in its sole and absolute discretion. Students must be able to physically exercise throughout the Program term in order to competently prepare for Assessment Based Exams. PACNY reserves the right to suspend students who cannot participate fully in the Program.
5. **Payment Terms:** An initial payment equal to 50% of the total course fee, in addition 100% of the non-refundable manuals & materials fee will be debited from the Student’s credit card to reserve space in the Program. Cancellations with more than 30 days notice are refunded in full, minus a \$225 processing fee. No refunds are available for cancellation with 30 days notice or less. However, tuition may be credited towards another course within 12 months. Registration with less than 30 days before start date of the first course requires a non-refundable payment of 50%. In the event of cancellation, the 30-day policy applies. Tuition balance is due on or before the first day of class unless a payment plan has been arranged.
6. **Trademarks:** The student agrees not use the following marks either alone or in combination with any other wording without the express written permission of the PACNY: “Pilates Associates”, “PACNY”, “Pilates Associates Training Institute”, “PATTI”, “Pilates Associates of Central NY”. The student further agrees that he/she 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 Training Manuals) without prior written permission from PACNY.
7. **Certification:** I understand that issuance of PACNY Assessment Based Certificate verifies competency, but in no way guarantees a passing score on the Pilates Method Alliance (“PMA”) Pilates Certification Exam, and will hold PACNY harmless accordingly.
8. I acknowledge that I may not assign my rights or delegate my duties or obligations under this agreement.

**LIMITATION OF LIABILITY:** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, PACNY MAKES NO REPRESENTATIONS AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. THE APPLICANT HEREBY SPECIFICALLY DISCLAIMS ANY CLAIM EXCEPT GROSS NEGLIGENCE AND WILLFUL MISCONDUCT. IN EACH CASE, REGARDING THE SERVICES PROVIDED UNDER THIS AGREEMENT AND THE DOCUMENTS REFERRED TO IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL PACNY BE LIABLE FOR, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM ANY PROVISION OF THIS AGREEMENT.

\_\_\_\_\_  
Print Participant Name

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date



## Pilates Associates Liability Release

In consideration of being allowed to participate in any way in *Pilates Associates of Central New York* programs, related events and activities, the undersigned acknowledges, appreciates and agrees that:

1. The risk of injury from activities involved in these programs are significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from negligence of the releases or others, and assume full responsibility for my participation; and
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless *The PILATES Room, Pilates Associates of Central New York, LLC*, their officers, officials, agents, subcontractors, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releases"), with respect to all and any injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releases or otherwise, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

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Print Participant Name

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Participant Signature

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Date