



APPLICATION

UNITED STATES PILATES ASSOCIATION®, LLC

2005 - 2018

**FOR PARTICIPATION IN THE
NEW YORK PILATES STUDIO® TEACHER CERTIFICATION PROGRAM**

United States Pilates Association®, LLC
1500 East Broward Blvd, Suite 250
Fort Lauderdale, Florida 33301

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APPLICATION TO UNITED STATES PILATES ASSOCIATION®, LLC

INTRODUCTION

A competitive edge in today's fitness world is an absolute necessity. Quality education, professional training, and superior credentials are the foundation. The New York Pilates Studio® Teacher Certification Program, started in November 1992, was the first and remains the oldest Pilates Professional Training Program in the world. With over a 1000 graduates world-wide its message of excellence in training and education stands tall. The **copyrighted** Teacher Certification Manual* used **exclusively** by this Program was created to ensure a comprehensive formula for translation of the Authentic Pilates™ system of exercises to the Apprentice or "Apprentice", and it has remained the hallmark of the New York Pilates Studio® Teacher Certification program today.

The United States Pilates Association®, LLC (U.S.P.A.®) is the exclusive provider of the New York Pilates Studio® Teacher Certification Program in the United States.* The U.S.P.A.® continues the rich tradition of this Certification Program started in 1992 by providing instruction and continuing education in Authentic Pilates™. The U.S.P.A.® will also conduct Archival Seminars using **exclusive** footage and photographs taken from the Joseph Pilates Archives. The mission of the U.S.P.A.® is to preserve and continue to promote the highest standards in Pilates education and professional training for future generations. In short, the U.S.P.A.® shall represent:

"The Core of Pilates Education"™

***UNITED STATES PILATES ASSOCIATION® LLC's POLICY ON REPLACEMENT OF MANUAL**

The New York Pilates Studio ® Teacher Certification Manual is copyrighted material and the U.S.P.A.® is obliged only to supply one copy to each apprentice. Apprentices are cautioned to take very good care of their manual. There are numerous ways to accomplish this. For instance, by placing each page in a plastic cover and then placing the pages in a binder to ensure that the pages do not rip.

Please also note that it is in violation of copyright laws for anyone to make copy of all or any part of the Manual. Anyone doing so is subject to serious consequences. The U.S.P.A.® does not own the copyright; it exclusively licenses its use from the owner.

To encourage all apprentices to take care of their manual the cost for replacement shall be \$250.00. The apprentice shall only be allowed to replace their manual one time. In addition, the person requesting a replacement must sign a letter indicating that they have lost or damaged the manual and have not made copies.

This policy may be rescinded or changed at any time at the sole discretion of the U.S.P.A.®.

OVERVIEW

There are two avenues of certification: The Bridging Program and the Teacher Certification Program

The Bridging Program is described in Appendix A. All provisions of this Application not modified by the terms of the Bridging Program shall apply to applicants of the Bridging Program as well as applicants to the Teacher Certification Program.

The Teacher Certification Program consists of two parts, which are:

1. Consecutive 2-3 day System Workshops*, or 10-12 day Intensives, and
2. Apprenticeship Training which includes the following:
 - a. Observation and Personal Training
 - b. Assisted Apprentice Teaching
 - c. Independent Apprentice Teaching

The amount of time for each phase is at the sole discretion of U.S.P.A.® and Center Director.

Exams (at 200 hour intervals) are administered. Certification is issued once the Apprentice has attended all of the System Workshops and/or Intensives and completed all phases and exams successfully.

COURSE FORMATS & DESCRIPTION

SYSTEMS WORKSHOPS*

The workshops covering all the apparatus and mat work are broken down into three segments, 2-4 days each, of beginner, intermediate, and advanced systems and must be taken in sequential order. Required Reading books will be reviewed and Apprentice will be tested on these books.

Part 1: Beginner System:

Beginner system focuses upon technical and teaching aspects of all of the apparatus at this level minus the pedi pull. Modifications for physical limitations are taught.

Part 2: Intermediate System

Intermediate system follows the teaching progression to this level, and outlines the appropriate evolution of the client. Modifications for physical limitations are taught

Part 3: Advanced System:

Focuses on the advanced and some Archival exercises and breaks down the more highly customized needs of the client through identifying weaknesses, or injuries, and applying Authentic Pilates™. Modifications for physical limitations are taught.

10-12 Day Intensive Course

The intensive combines all of the material from all three systems, beginner through advanced, into one module of 10-12 consecutive days. Application is limited to Apprentices who have extensive Pilates experience, and who are in excellent physical condition. Approval is subject to audition/interview as conducted by the U.S.P.A.®

*In the event, there are fewer than 4 apprentices scheduled to attend a workshop at a specific U.S.P.A.® Certification Center, the workshop is subject to cancellation at the sole discretion of the U.S.P.A.®. In that case the apprentices would be required, at their own expense, to attend the workshop(s) at another U.S.P.A.® Certification Center. In addition, all scheduled workshops are subject to rescheduling at the sole discretion of the U.S.P.A.®

APPLICATION PROCESS

Prerequisites:

1. 35 private sessions inclusive of up to 10 mat classes given by an Instructor certified through the New York Pilates Studio ® Teacher Certification Program (“Certified Instructor”) are prerequisite to applying to the Program. 75 private sessions, inclusive of the prerequisite 35 total classes, as referenced above, are required during the Apprenticeship prior to graduation. At least 35 private sessions must be taken at the Certification Center of origin.

2. Written application including:
 - Apprentice Bio (Also required for Bridge Program) See Appendix B
 - Enrollment Agreement (Also required for Bridge Program)) See Appendix C
 - Medical History Form (Also required for Bridge Program) See Appendix D
 - Doctor’s Note
 - Non-Compete & Confidentiality/Non-Disclosure Agreement See Appendix E
(Also required for Bridge Program)
 - Release of Liability See Appendix F
 - Copy of State Driver’s License or ID
 - Professional Liability Insurance as a Pilates Instructor

3. 1 personal & 1 professional letter of recommendation
(Also required for Bridge Program)

4. Personal interview & practical assessment at the Certification Center of origin with Center Director or Teacher Trainer.

TUITION, ENROLLMENT & PROGRAM FEES

Apprentice tuition is: \$4,000.00 US dollars.

Tuition **does not** include:

- Prerequisite interview & practical assessment (\$100.00)
- Cost of mandatory private sessions taken prior to and during the Program.
- Cost of liability insurance (required of each Apprentice including the Bridge Program)
- Cost of traveling to Workshops/Intensive/Anatomy Seminar and 600-hour exam.
- Testing per every 200 hours, and re tests, where necessary

As follows:

(200 hours; \$ 75.00) practical, oral Q & A

(400 hours; \$100.00) practical, written, oral Q & A

(*600 hours; \$125.00) practical, written, oral Q & A

- Anatomy seminar \$275.00 (required to be taken during the Apprenticeship)**

*All 600 hour exams are given at the Pilates Haus by Brett Howard, U.S.P.A.® Director of Education At the sole discretion of the U.S.P.A.®, arrangements can be made to have the test conducted at another location where Brett Howard is teaching.

** The Anatomy Seminar is given in New York City. It is suggested that Apprentices take this seminar as soon as possible as the Seminar is offered on a limited basis. Check U.S.P.A.® website for dates.

TUITION PAYMENT:

\$500.00 deposit with application

\$3500.00 upon acceptance to the Program

Alternate payment arrangement may be available upon request; however, there will be an additional administrative fee. Please call David Freeman at (954) 467-6977.

No Manual will be distributed until payment in full has been received.

Cancellations prior to official Program acceptance will result in a \$50 application-processing fee, which will be deducted from the \$500.00 deposit and the balance will be refunded to the applicant.

ALL payments made subsequent to Program acceptance are NON-REFUNDABLE. Once accepted into the Program, the full tuition will be due and payable even if the Apprentice, for any reason, does not complete the Program.

Upon receipt of a fully completed application, candidates will be contacted by the Certification Center to schedule their interview, and practical evaluation.

THE TEACHER CERTIFICATION PROGRAM APPRENTICESHIP REQUIREMENTS

The Apprenticeship consists of 600 hours logged with a Certified Instructor at a recognized Certification Center or other training center recognized in writing as an Authentic Pilates™ center by the U.S.P.A.® (The last 200 hours must be logged at the Certification Center of origin).

60 hours of documented practice per month are necessary for active Apprentice status, along with monthly attendance at Apprentice meetings at the center of origin. Centers reserve the right to terminate Apprentices who do not adequately satisfy all requirements. Special exceptions can be made only at the sole and absolute discretion of the U.S.P.A.® Apprentices shall submit a written request specifying reasons for requesting an exception.

Apprentice logs will be issued by the Certifying Center, and must be signed by the supervising instructor regularly (every 50 hours). Every 100 hours the logs must be turned in to the Certification Center of origin.

Apprenticeship must be completed within one year of entry into the Program. Program extensions for extenuating circumstances are granted at the sole and absolute discretion of the U.S.P.A.®. Apprentice must submit to the U.S.P.A.® a written request setting forth in detail the extenuating circumstances at least one month prior to the end of the Apprenticeship year.

Apprentices will not teach clients outside of the Certification Center of Origin until they have graduated from the Program. Apprentices in violation of this policy will be expelled from the Program without refund. See exceptions for Bridge Program.

During the Apprentice program (including the Bridge Program) the Apprentice shall be required to teach at the Certifying Center of origin and the Apprentice will receive compensation at the minimum hourly rate permitted by law or at a higher rate at the sole discretion of the Center Director.

Exceptions and modification to Apprenticeship requirements may be granted in the U.S.P.A.'s ® sole and absolute discretion.

Exams:

There are practical and or written exams upon completion of each 200 hours Apprenticeship phase. Exams are evaluated pass/fail, and Apprentices must pass the requirements at each phase prior to proceeding to the next phase. This process and costs are overseen by the Centers. Apprentices are NOT allowed to observe other Apprentices testing.

Testing will be done only by instructors selected by the U.S.P.A.®

Levels of Exams:

200 hours-practical & basic question & answer

400 hours-practical & written

600 hours-practical, oral, & written

Failure to pass:

- 1.) 1st failure requires an additional 10 hours before retesting
- 2.) 2nd failure, and each additional failure, requires an additional 25 hours
- 3.) A retest fee in the amount of \$75.00 will be charged for each retest

Leave of Absence Policy

The Apprenticeship reflects a physically intense learning environment. Apprentices with extenuating circumstances may request a leave of absence for a reasonable amount of time. Leaves will be granted at the sole and absolute discretion of The U.S.P.A.® Apprentices who have been medically rendered unable to exercise for 30 days, must obtain a doctors' note for reinstatement. Apprentices shall submit written requests to the U.S.P.A.® outlining in detail reasons for a leave of absence.

CONTINUING EDUCATION – ANNUAL RENEWAL OF TEACHING CERTIFICATE*

All Apprentices including Bridge, upon successful completion of the Program shall be required to attend 8 hours of Continuing Education offered by the U.S.P.A.® in order to have their certification renewed annually.

Any year that Continuing Education credits are not completed, the following year a compliance fee will be imposed to have renewal certificate issued.

A certificate will NOT be issued without the proper number of Continuing Education credits being taken within the compliance period.

Where more than one year goes by with the required number of Continuing Education credits being taken, the instructor will be responsible for paying the compliance fee of \$50 times the number of credits short of the required 8 annual.

A compliance fee of \$50 per credit for each credit not taken will be required to reinstate instructors Teaching Certificate.

Example 1:

Year 1: Instructor takes full 8 CE credits. A Renewal Certificate is issued.
Year 2: Instructor takes only 4 CE credits. No Certificate issued.
Year 3: Instructor takes full 8 CE credits. A Renewal Certificate can be issued once payment of \$200 (\$50 x 4 credits for Year 2) is paid. This will bring certificate up to date.

Instructors who allow more than 2 consecutive years to pass without taking proper amount of continuing education credits must then maintain two consecutive years of full CE credits before an Instructor Renewal Certificate can be issued. Instructor will be required to pay the Compliance fee of \$50.00 per missed CE credit before the certificate will be issued.

Example 2:

Year 1: Instructor takes 8 CE credits. A Renewal Certificate is issued.
Year 2: Instructor takes 0 CE credits. No Certificate issued.
Year 3: Instructor takes 4 CE credits. No Certificate is issued.
Year 4: Instructor takes 8 CE credits. A Renewal Certificate will not be issued.
Instructor must complete 8 credits in year 5 and in year 5 a Renewal Certificate will be issued provided the Instructor pays \$600 representing 8 missed credits in year 2 and 4 missed credits in year 3 for a total of 12 missed credits @ \$50 per credit).

If Instructor fails to take required Continuing Education for 3 consecutive years, then no new Certificate will be issued. U.S.P.A.® will submit to Instructor upon request a Compliance Plan in order to get reinstated. Terms of the Compliance Plan will be determined at the sole discretion of the U.S.P.A.®.

*Seminars and workshops that are taken for continuing education purposes may also be canceled or rescheduled at the sole discretion of the U.S.P.A.® Pilates Instructors taking a workshop or seminar for continuing education credits will be entitled to a refund upon such cancellation or, if requested, upon rescheduling. U.S.P.A.® Certified Instructors may attend Workshops offered at any U.S.P.A.® Certification Center but shall only be given Continuing Education credits when said attendance is paid for in accordance with U.S.P.A.® published rates.

NATIONAL CERTIFYING CENTERS:

<p>PilatesRI 259 Warren Avenue East Providence, RI 02914 www.PilatesRi.com</p>	<p>The New York Pilates Studio® 311 West 43rd Street, Suite 405 NYC, NY 10036 www.performingartspt.com</p>
<p>The Pilates Institute™ of Fort Lauderdale 1515 E Las Olas Boulevard, Suite A Fort Lauderdale, FL 33301 www.ThePilatesInstitute.net</p>	<p>The Pilates Haus 155 Second Street Jersey City, New Jersey 07302 www.pilateshaus.com</p>
<p>Zoeli Pilates 1515 E Las Olas Boulevard, Suite A Fort Lauderdale, FL 33301 www.zoelipilates.com</p>	<p>Vie Fitness & Spa 3050 Washtenaw Street, Suite 212 Ann Arbor Michigan 48104 www.viefit.com</p>
<p>Pilates Loft 879 North Orange Avenue Orlando, FL 32801 www.pilates-loft.com</p>	<p>Smart Body Movement 54a Harvard Street Brookline Village, MA 02446 www.smartbodymovement.com</p>
<p>Pilates Loft 3444 Fairfax Drive Arlington, Virginia 22201 www.pilates-loft.com</p>	<p>Pilates Sestina 129 East State Street Traverse City, MI 49686 www.pilatessestina.com</p>

Transferring between Certification Centers:

Special circumstances, for example, relocating for business, moving, etc. may permit a Certification Center transfer by special request. However written request and approval must be obtained from the U.S.P.A.® with detailed explanation. In the event that the certification center of origin (where the Apprentice signs up for the Program or the Bridge Program), for any reason, is not in operation for the entire certification process, the Apprentice shall continue the certification at any other U.S.P.A.® training center selected by the Apprentice. The U.S.P.A.® shall be under no obligation to refund any portion of the tuition.

Location of Workshops and 10-12 Intensives:

Apprentices understand that they may have to attend one or more of these Workshops and/or Intensives at a different U.S.P.A.® Certification Center than the one with which they are affiliated. The Workshops and/or Intensives may be moved from one U.S.P.A.® certification center to another at the sole discretion of the U.S.P.A.® Apprentice will have to bear all of the costs of attending the workshop (s) including travel and lodging.

APPLICATION CHECKLIST

APPRENTICE NAME: _____ TRAINING CENTER: _____

FULL OR BRIDGE (PRIOR CERTIFICATION THROUGH): _____

1. Signed and Initialed Application (Pages 1-10)
2. Appendix A - Bridge Program Enrollment Agreement (Pages 12-13)
BRIDGE CURRICULUM FORM ATTACHED: YES OR NO
3. Appendix B - Apprentice Bio & Enrollment Agreement (Page 14)
4. Appendix C - Enrollment Agreement (Pages 15-16)
5. Appendix D - Medical Health History Form (Page 17)
6. Doctor's Note (Letter from Physician)
7. Appendix E - Non-Competition and Confidentiality/Non-Disclosure Agreement (Pages 18-21)
8. Appendix F - General Release Form (Page 22) ALL 5 BOXES INITIALED? YES OR NO
9. Prior Sessions Logs documenting 35 Pilates lessons completed IF NOT HOW MANY: _____
10. 1 Professional Reference Letter (Also required for Bridge Program)
11. 1 Personal Reference Letter (Also required for Bridge Program)
12. Copy of State Driver's License or ID
13. \$500.00 TUITION DEPOSIT - PAID BY (CHECK/CC/PAYPAL) _____
14. PAID IN FULL
15. Professional Liability Insurance as a Pilates Instructor providing a Certificate of Insurance to United States Pilates Association®, LLC and should be named Certificate Holder as follows:

United States Pilates Association® LLC
It's Successors in Interests and/or Assigns
1500 East Broward Blvd, Suite 250
Fort Lauderdale, FL 33301

OR COVERED BY: _____

16. All documents required above should be sent by overnight delivery with tracking via: (FEDEX, UPS OR USPS) to: United States Pilates Association® LLC
1500 East Broward Blvd, Suite 250
Fort Lauderdale, FL 33301

Upon receipt of the above, an interview and practical assessment with a Teacher Trainer, or other U.S.P.A.® appointed instructor must be scheduled. Video assessments are available for applicants residing 100 or more miles away.

I have read, understand and accept the terms and conditions of this Application:

A signed electronic version or signed facsimile of these documents shall be considered as an original.

Print Name: _____

Signature: _____

Date: _____

APPENDIX A

THE BRIDGING PROGRAM

The United States Pilates Association, LLC® (“U.S.P.A.®”) and the New York Pilates Studio® Teacher Certification Program (“Program”) welcome people certified through other reputable Pilates organizations who desire certification in Authentic Pilates™.

The U.S.P.A.® recognizes the value of Pilates education from other reputable institutions. Since every approach is different, and our program is very specific in its proven and honored classical tradition, we will do an individual assessment for each applicant, customizing their unique “bridge” program requirements to meet their individual needs as follows:

1. Initial interview & intake meeting with Teacher of Teachers (can be done by phone or video.)
However, a direct meeting is preferred.
2. Practical & Oral Q & A, two-phase assessment of teaching and performing exercises through the advanced repertoire:
Phase I - mat, reformer, chair
Phase II - cadillac, barrels, pedi-pull, magic circle, weights

Focus on “traditional” endings for beginner, intermediate, and advanced routines will be highlighted. Knowledge of which exercises are beginner, intermediate and advanced will be required. Modifications of the exercises to accommodate physical limitations shall also be highlighted.

This phase shall require a payment of \$100.00 to the U.S.P.A.®

1. Upon acceptance into the bridge program, an Apprentice Program will be outlined for each applicant by a U.S.P.A.® Teacher of Teachers/Center Director, emphasizing additional knowledge and review in areas deemed necessary by the U.S.P.A.®

TUITION

Where the assessment determines that the candidate requires more than 300 Apprenticeship hours, they will need to apply for the full certification program and pay the tuition set forth above.

All other Bridge students will be evaluated and the number of hours required, up to 300, will be specified. In all cases, the Bridge student must take all three workshops (beginner, intermediate and advanced). The Tuition for the Bridge Program will be \$2,500. Payment will be made as follows:

- \$500.00 - Deposit upon completing the application
- \$2,000.00 - Upon acceptance into the Program

Private lessons are not included in the cost of tuition. At least two practical exams will be administered at times determined by the Center Director, and there will be a final oral, practical, and written exam once all hours have been completed. Apprentices in the Program must also attend Apprentice meetings at the Certification Center at least once a month. All exams must be passed to achieve certification. Retests shall be given at a cost of \$75.00 per retest provided that if the final exam is not passed, up to 25 hours of additional Apprenticeship hours shall be required before the exam is retaken. Apprentices in the Bridge Program will be required to teach at the Center and be observed by the Center Director.

All of the rules, regulations and guidelines set out for Apprentices entering the full Teacher Certification Program shall apply to the Bridge Apprentice except as modified by these rules.

Bridge applicants will be free to continue to teach outside of the Certification Center; however, they may not in any way refer to themselves as certified by the Program or use the term Authentic Pilates™ in any manner.

Bridge applicants as well as full Apprentices must compile 8 hours of Continuing Education credits per year as offered by the U.S.P.A.® to maintain full certification status in the Program.

At the time the Bridge Student submits application and is evaluated, the Center Director shall complete a Bridge Student Curriculum form which will be signed by the Bridge Student simultaneously with entry into the Program.

APPENDIX B

THE NEW YORK PILATES STUDIO® TEACHER CERTIFICATION PROGRAM

2005-2018

APPRENTICE BIO:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone (day) _____ Evening _____ Cell: _____

Email: _____

Certification Center: _____

PRIOR PILATES EXPERIENCE:

Instructor's name: _____ Phone: _____

Email: _____ Address: _____

Number of Sessions: _____ Name of Studio: _____

How frequently do you work out? Please summarize, and define the activities.

Have you any prior movement related background? If so, explain.

Which Pilates apparatus do you have experience with?

Total number of sessions in the past 6 months?

APPENDIX C
ENROLLMENT AGREEMENT

Check one:

I am enrolling for the 600-hour Apprentice Program

I am enrolling for the Bridge Program

1. By signing this agreement, I the Apprentice, 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 Apprentice 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 including without limitation, any injury or death resulting from my participation 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 Apprentice from the Program for conduct which violates U.S.P.A.® policies (including the terms of the Applications for the Program) 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. Apprentices 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 Apprentices who cannot participate fully in the Program.
5. Refund Policy: No refunds are given once the Apprentice is accepted into the Program and the Apprentice acknowledges that in the event, for any reason, the Apprentice does not complete the Program, the entire tuition shall still be due and payable to the U.S.P.A.®. Apprentice shall be responsible for the payment of all legal fees incurred by the U.S.P.A.® in collecting unpaid sums due the U.S.P.A.®
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™, United States Pilates Association®, and the U.S.P.A.® or the Core of Pilates Education™ 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 in connection with the Program, 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, including without limitation, the Teacher Certification Manual. 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/APPRENTICE HEREBY SPECIFICALLY DISCLAIMS ANY CLAIM IN TORT (EXCEPT 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.® 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. Apprentice acknowledges that in order to maintain certification status, Apprentice must take at least 8 hours of Continuing Education Seminars, 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 employees, officers, directors and successors in interests and assigns.

A signed electronic version or signed facsimile of these documents shall be considered as an original.

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: _____

City: _____ State: _____ Zip: _____

MAKE CHECKS PAYABLE TO:

THE UNITED STATES PILATES ASSOCIATION, LLC.

APPENDIX D

THE NEW YORK PILATES STUDIO® TEACHER CERTIFICATION PROGRAM

**APPLICANT APPRENTICE MEDICAL HISTORY FORM
2005-2018**

Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Date of Birth: _____

Please list medications, if any:

Frequency of exercise, and any additional relevant activity:

Pre-existing conditions, prior injury, or limitations, which may potentially impact participation in the Certification Program:

Hospitalizations or surgeries, and dates:

Please attach a physicians' note if there are 'warnings,' associated with your medications, and/or there are any potential physical/mental/pre-existing conditions which could impact or limit participation in the Program.

APPENDIX E

AGREEMENT NOT TO COMPETE AND NOT TO DISCLOSE CONFIDENTIAL INFORMATION

I, _____, hereby understand and agree, that in consideration of my application as a candidate for certification as an Apprentice in the Teacher Certification Program offered by the United States Pilates Association®, LLC (herein called the "Program") I shall comply with the following material terms and conditions of my training and certification:

1. I understand and agree that all records, whether original, duplicated, computerized, memorized, handwritten, or in any other medium or form, and all information contained therein, including names, addresses, phone numbers, and financial information of any account, customer, client, customer lead or prospect ("Accounts") of the U.S.P.A.® or any U.S.P.A.® Certification Center ("Center"), are confidential and are the sole and exclusive property of U.S.P.A.® and/or the Center. This information, whether provided to me by U.S.P.A.®, or by any Center is entrusted to me as an Apprentice of the Program. None of such Accounts, nor any part of them is to be removed by me from the premises of U.S.P.A.® or any Center either in original form or in computerized, duplicated, or copied form except with the written permission of the U.S.P.A.® and the Center and then, for the sole purpose of my participation in the Program, and the names, addresses, and other facts in such Accounts are not to be transmitted verbally, in writing, or in computerized form or in any other medium by me except in the ordinary course of my participation in the Program. All of said Accounts or any part of them are the sole proprietary information of U.S.P.A.® and/or the Centers and shall be treated by me as confidential information of U.S.P.A.® and the Centers. I agree not to divulge or disclose this information to any third party and under no circumstances will I reveal or permit this information to become known by any competitor of the U.S.P.A.® and/or any Center either during my service or at any time thereafter.
2. I understand and agree that the Accounts are extremely valuable to the U.S.P.A.® and the Centers and I agree to take all reasonable measures to maintain its confidentiality and to guard its secrecy. This information is not generally known outside the U.S.P.A.® or the Centers and this information is confidential and used only on a "need to know" basis. This information is developed and acquired by great expenditures of time, effort, and money. This information is unique and cannot be lawfully duplicated or easily acquired. Consequently, I agree that these records and the information contained therein are the property of U.S.P.A.® and/or the Centers and are deserving of trade secret status and protection.
3. If, at any time, I resign from the Program, provoke my termination, am terminated for cause, or cease my association with U.S.P.A.® and/or any Center (through graduation, certification, etc.), I agree THAT DURING MY APPRENTICESHIP AND FOR A PERIOD OF FIVE YEARS following my termination for any reason, I will not solicit by mail, by phone, by personal meeting, or by any other means, either directly or indirectly, any Account of the U.S.P.A.® or any Center that I attend during my Apprenticeship in the Program whom I served or whose name became known to me during my Apprenticeship in the Program. My agreement "not to solicit" means that I will not, DURING MY APPRENTICESHIP AND FOR A PERIOD OF FIVE YEARS thereafter, initiate any contact or communication, of any kind whatsoever, for the purpose of inviting, encouraging or requesting any Account:

(a) to transfer from any Center to me or to my new employer or to any third party whether an individual or other legal entity, or to any studio or place where I am teaching Pilates or any exercise program similar to Pilates, or **(b)** to open a new account with me or with my new employer or with any third party whether an individual or other legal entity, or with any studio or place where I am teaching Pilates or any exercise program similar to Pilates or **(c)** to otherwise discontinue its patronage and business relationship with any Center. The intent

of this paragraph is to be broad and all encompassing so as to prevent any prejudice to any.

4. INTENTIONALLY OMMITTED

5. In the event of termination and/or completion of my Apprenticeship in the Program at a Center, I shall **(i)** not solicit, for a period of Five years from the date of termination of my service or my completion of the Program, any of the clients or prospective clients of any Center whom I served or whose names became known to me while working as an Apprentice in the Program at any Center, and **(ii)** return any original records and purge or destroy any computerized, duplicated, or copied records referred to in paragraph 1 and 2 which have been removed from the premises of any Center in any form.

6. Geographic Limitation-During my Apprenticeship in the Program, and for a period of five years after the termination of my Apprenticeship for any reason whatsoever or completion of my Apprenticeship, whichever occurs last, I shall be prohibited from competing in any manner, either directly or indirectly, with the business of any teaching of any Pilates exercise program or program similar to the Pilates exercise program where that exercise program is based directly or indirectly upon the principles of the Pilates methodology, whether or not such exercise program is called Pilates or some other name. I shall be restricted from competing in the following areas:

A five-mile radius from the location of any of the National Certifying Centers set forth in Paragraph 16 herein except that the five-mile radius shall be reduced to one half mile from the following Certifying Centers:

The Pilates Studio® of New York, The Pilates Haus and Smart Body Movement.

I agree that the aforementioned time and geographical limitations on competition are reasonable and that my agreement to them is required in order that I be accepted into the Program. I further understand that I have been told by the U.S.P.A.® that the restrictions contained in this agreement are very important and I have been told to have this restriction as well as the rest of this agreement reviewed by an attorney of my choice prior to my signing the agreement. I understand that the Center(s) business may be severely harmed if I defaulted under any of the provisions of this agreement.

7. In the event I breach any of the covenants of any of the preceding paragraphs I agree that the U.S.P.A.® & any Center will be entitled to injunctive relief. I recognize that U.S.P.A.® & any Center will suffer immediate and irreparable harm and that money damages will not alone be adequate to compensate U.S.P.A.® or any Center or to protect and preserve the status quo. Therefore, I CONSENT TO THE ISSUANCE OF A TEMPORARY RESTRAINING ORDER or A PRELIMINARY or PERMANENT INJUNCTION ordering:

- (a) that I immediately return to U.S.P.A.® or any Center all records whether original, duplicated, computerized, handwritten, or in any other form whatsoever, and that I be enjoined and restrained from using or disclosing any information contained in such records; and
- (b) that I be further enjoined and restrained, for the periods set forth in this agreement, from accepting business from any Account who was solicited in violation of this agreement or whose records and information was used in violation of this agreement.

8. For the purposes of paragraph 7, I agree to submit to, and confer exclusive jurisdiction on, the United States District Court or the State Court which has original jurisdiction for the

judicial district or county in which the Center is located or in which the offices of the U.S.P.A.® are located at the option of the U.S.P.A.®. This Agreement shall be construed, governed by, and enforced in accordance with the laws of said jurisdiction.

9. I further consent to the issuance of a temporary restraining order or a preliminary injunction to prohibit the breach of any provision of this contract, or to maintain the status quo pending the outcome of any arbitration or judicial proceedings which may be initiated.
10. I agree that should it become necessary for-the U.S.P.A.® or any Center to file suit to enforce the covenants contained herein, and any court of competent jurisdiction awards the U.S.P.A.® or any Center any damages and/or an injunction due to my acts, then the U.S.P.A.® and/or the Center shall be entitled to recover its costs incurred in conducting the suit, including reasonable attorneys' fees and expenses.
11. I understand that I may not assign my rights or obligations hereunder. The terms of this Agreement shall be binding upon the undersigned as well as it heirs and successors in interest.
12. The provisions of this Agreement shall be deemed severable, and the invalidity or enforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof and any court of competent jurisdiction is hereby given the authority to rewrite those provisions of the agreement which are deemed to be invalid or unenforceable in a manner as to be as closely consistent with the original provision as is legal and enforceable.
13. The U.S.P.A.®'s or any Center's failure by to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provisions hereof.
14. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.
15. This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the State of Florida without giving effect to the conflicts of laws principles thereof.
16. For the purposes of this agreement, the term National Certifying Centers shall be deemed to mean any U.S.P.A.® Certification Center or any other location which becomes a U.S.P.A.® Certification Center during the time that the Apprentice is in the Program as an apprentice.

NATIONAL CERTIFYING CENTERS:

<p>PilatesRI 259 Warren Avenue East Providence, RI 02914 www.PilatesRi.com</p>	<p>The New York Pilates Studio® 311 West 43rd Street, Suite 405 NYC, NY 10036 www.performingartspt.com</p>
<p>The Pilates Institute™ of Fort Lauderdale 1515 E Las Olas Boulevard, Suite A Fort Lauderdale, FL 33301 www.ThePilatesInstitute.net</p>	<p>The Pilates Haus 155 Second Street Jersey City, New Jersey 07302 www.pilateshaus.com</p>
<p>Zoeli Pilates 1515 E Las Olas Boulevard, Suite A Fort Lauderdale, FL 33301 www.zoelipilates.com</p>	<p>Vie Fitness & Spa 3050 Washtenaw Street, Suite 212 Ann Arbor Michigan 48104 www.viefit.com</p>
<p>Pilates Loft 879 North Orange Avenue Orlando, FL 32801 www.pilates-loft.com</p>	<p>Smart Body Movement 54a Harvard Street Brookline Village, MA 02446 www.smartbodymovement.com</p>
<p>Pilates Loft 3444 Fairfax Drive Arlington, Virginia 22201 www.pilates-loft.com</p>	<p>Pilates Sestina 129 East State Street Traverse City, MI 49686 www.pilatessestina.com</p>

A signed electronic version or signed facsimile of these documents shall be considered as an original.

Signed: _____ Dated: _____

Print Name: _____ SSN: _____

Address: _____

City: _____ State: _____ Zip: _____

APPENDIX F

RELEASE OF LIABILITY

1. In consideration of being allowed to participate in the personal fitness training activities and programs of the The United States Pilates Association® LLC, and its respective members, officers, agents, employees, representatives, executors and all others acting on their behalf (all herein referred to collectively as the Releasees), taking place at various locations, in addition to the payment of any fee or charge, I do hereby forever waive, release and discharge the Releasees from any and all claims or liabilities for injuries or damages to my person and/or property, arising out of or connected with my participation in any activities, programs or services of Releasees or the use of any equipment at various sites, provided by and/or recommended by Releasees. **(PLEASE INITIAL:_____)**
2. I have been informed of, understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment, are a potentially hazardous activity. I also have been informed of, understand and am aware that fitness activities involve a risk of injury, including a remote risk of death or serious disability, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death. **(PLEASE INITIAL:_____)**
3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in these activities or use of equipment or machinery. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in the exercise activities, programs and use of exercise equipment. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and use of exercise equipment. I acknowledge that either I have had a physical examination and have been given my physician's permission to participate or I have decided to participate in the exercise activities, programs and use of equipment without the approval of my physician and do hereby assume all responsibility for my participation in said activities, programs and use of equipment. **(PLEASE INITIAL: _____)**
4. I understand that the Releasees, providing and maintaining an exercise/fitness program for me does not constitute an acknowledgment, representation or indication of my physiological well-being or a medical opinion relating thereto. **(PLEASE INITIAL: _____)**
5. I understand that this is a legal document and I have been advised by the U.S.P.A.® to receive legal advice before signing. In the event any provision or clause of this Release is found to be unreasonable and/or unenforceable then the parties authorize the court or other administrative body having jurisdiction over the enforcement of this Agreement to re-write such provision(s) in such a manner as to make the same reasonable and enforceable. The remaining provisions of the Release shall continue to be enforceable as written. **(PLEASE INITIAL_____)**.

A signed electronic version or signed facsimile of these documents shall be considered as an original.

Print Name: _____ SSN: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Cell Phone: _____ Home Phone: _____

Signature: _____ Date: _____