



TM

APPLICATION

U. S. PILATES, LLC's
CLASSICAL PILATES USA™ TEACHER CERTIFICATION PROGRAM

2022

U.S. PILATES LLC
1500 East Broward Blvd, Suite 250
Fort Lauderdale, Florida 33301
Email: USPilatesAssociation@gmail.com
Telephone: 1-954-467-6977

INITIALS: _____

APPLICATION

U.S. Pilates, LLC (“U.S. PILATES ”) is the leading provider of the U.S. Pilates Classical Teacher Certification Program in the United States. U.S. PILATES continues the rich tradition of this Certification Program, in which the traditional Pilates Classic Methodology is carried on by Teacher Trainers and Second Generation Teachers* Brett Howard and David Freeman both trained and certified by Romana Kryzonowska over 20 years ago. Both Brett and David have been certifying pilates teachers in the Classic Methodology and offering Continuing Education since 2005 with hundreds of instructors being successfully certified. The mission of the U.S. PILATES is to preserve and continue to promote the highest standards in Pilates education and professional training for future generations.

*Second Generation Teachers are a limited number of instructors who were extensively trained and certified under Elder Romana Kryzanowska.

OVERVIEW

There are two avenues of certification:

A. Full Teacher Certification Program (600 Hours):

The Full 600 Hour Teacher Certification Program consists of two parts, which are:

1. Three 2-3 day System Workshops* for each (Basic, Intermediate and Advanced) given during the 600 hour Program. These Workshops are headed by U.S.Pilates’ Teacher Trainers. All U.S. Pilates Teacher Trainers are either Second Generation Teachers or Teachers certified by Second Generation Teachers (“Third Generation Teachers”). The use of Second and Third Generation Teachers ensures the highest quality of Classical Pilates Education.
2. Apprenticeship Training which includes the following for a combined 600 hour:
 - 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. Pilates and the Center Director.

Exams (at 200-hour intervals) are administered by the Center Directors or Second Generation Instructors. Certification is issued once the Apprentice has attended all of the System Workshops and completed all phases and exams successfully.

B. The Bridging Program (see below for further information)

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 Full Teacher Certification Program.

COURSE FORMATS & DESCRIPTION

SYSTEMS WORKSHOPS*

The workshops covering all the apparatus and mat work are broken down into three segments, 2-3 days each, of beginner, intermediate, and advanced systems and must be taken in sequential order (except for Bridge Program where they do not have to be 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 Classical Pilates. Modifications for physical limitations are taught.

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

APPLICATION PROCESS:

Prerequisites:

□ 35 private sessions inclusive of up to 10 mat classes given by an Instructor certified through the United States Pilates Association LLC ® or a Classical Instructor approved by U.S. Pilates at its sole discretion (“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.

INITIALS: _____

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

☐ Completed Written Application inclusive of all items on the Application Checklist page.

TUITION, ENROLLMENT & PROGRAM FEES

Apprentice tuition is: \$4,500.00 US dollars.

Tuition **does not** include:

- Prerequisite interview & practical assessment (\$100.00 paid to Center Director)
- 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 and 600-hour exam (if applicable). ☐ 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

*All 600-hour exams are given by Brett Howard at the Pilates Haus in Jersey City, NJ and David Freeman at Zoeli Pilates in Ft Lauderdale, FL, Principals & Teacher Trainers of U.S. PILATES and Jennifer O'Mara, Teacher Trainer at The Pilates Loft, Orlando. At the sole discretion of U.S. PILATES, arrangements can be made to have the test conducted at another training center by a Teacher Trainer.

All full time and bridge apprentices will be given a U.S. PILATES ® Teacher Training Manual comprised of three volumes (Beginner, Intermediate and Advanced). No manual will be distributed until payment in full of tuition has been received.

TUITION PAYMENT:

- \$500.00 deposit with application
- \$4,000.00 upon acceptance to the Program

Alternate payment arrangement may be available upon request; however, there will be an additional administrative fee of \$300.00. Please call David Freeman at (954) 467-6977 for details.

Tuition includes a Teacher Training Manual.

Cancellations prior to official Program acceptance will result in a \$100 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. Refunds, if any will be at the sole discretion of the U.S. PILATES.

INITIALS: _____

Prior to the 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 Certified Instructor (s) at a recognized Certification Center or other training center recognized in writing by the U.S. PILATES® (**The last 200 hours must be logged at the Certification Center of origin**).

In order to meet the allocated one-year timeframe to obtain certification, 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. U.S. Pilates reserves 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. PILATES. Apprentices shall submit a written request specifying reasons for requesting an exception and a plan for completion of the Program.

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. PILATES®. Apprentice must submit to the U.S. PILATES a written request setting forth in detail the extenuating circumstances and plan for completion of the Program at least 60 days prior to the end of the Apprenticeship first year.

Apprentices in the Full Certification program 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. PILATES'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. PILATES.

Levels of Exams:

200 hours-practical & basic question & answer

INITIALS: _____

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 U.S. PILATES. 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. PILATES outlining in detail reasons for a leave of absence.

THE BRIDGING PROGRAM

The U.S. Pilates, LLC ("U.S. PILATES") and the New York Pilates Studio® Teacher Certification Program ("Program") welcome people certified through other reputable Pilates organizations who desire certification in Classical Pilates.

The U.S. PILATES 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, chairs
 - 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. PILATES.

- ☐ Upon acceptance into the Bridge Program, an Apprentice Program will be outlined for each applicant by a U.S. PILATES Teacher of Teachers/Center Director, emphasizing additional knowledge and review in areas deemed necessary by the U.S. PILATES. The Bridge Applicant will sign a Bridge Curriculum Form (See Checklist setting forth the requirements for Bridge Application).

Tuition Bridging Program:

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.

INITIALS: _____

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 \$3,000. Payment will be made as follows:

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

* Alternate payment arrangement may be available upon request; however, there will be an additional administrative fee of \$300.00. Please call David Freeman at (954) 467-6977 for details.

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 the rules set forth by the Bridging Program.

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 U.S. Pilates Program 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. PILATES 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.

CONTINUING EDUCATION – ANNUAL RENEWAL OF TEACHING CERTIFICATE*

All Apprentices including Bridge, upon successful completion of the Program shall be required to attend annually 8 hours of Continuing Education offered by the U.S. PILATES® 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 not 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. **INITIALS:** _____

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).

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:

If Instructor fails to take required Continuing Education for 3 consecutive years, then no new Certificate will be issued. U.S. PILATES® 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. PILATES.

*Seminars and workshops that are taken for continuing education purposes may also be canceled or rescheduled at the sole discretion of the U.S. PILATES®. 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. PILATES Certified Instructors may attend Workshops offered at any U.S. PILATES® Certification Center but shall only be given Continuing Education credits when said attendance is paid for in accordance with U.S. PILATES® published rates.

NATIONAL CERTIFYING CENTERS:

Zoeli Pilates
1515 E Las Olas Boulevard, Suite A
Fort Lauderdale, FL 33301 www.zoelipilates.com

Pilates Sestina
129 East State Street
Traverse City, MI 49686 www.pilatessestina.com

Pilates Loft
879 North Orange Avenue
Orlando, FL 32801 www.pilates-loft.com

Pilates Loft – Virginia Square Studio
3444 Fairfax Drive, Suite 2
Arlington, Virginia 22201 www.pilates-loft.com

INITIALS: _____

Pilates Loft – Columbia Pike Studio
2407 Columbia Pike, Suite 100
Arlington, Virginia 22204

www.pilates-loft.com

Pilates Haus
160 1st St.
Jersey City , NJ 07302

www.pilateshaus.com

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. PILATES® with detailed explanation. In the event that the certification center of origin (where the Apprentice signs up for the Full 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. PILATES training center selected by the Apprentice. The U.S. PILATES shall be under no obligation to refund any portion of the tuition.

Location of Workshops:

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

POLICY ON REPLACEMENT OF MANUAL

The Classical Pilates USA™ Teacher Certification Manual comprised of 3 Units (collectively “Manual”) is copyrighted and will be distributed to each Apprentice in the Full or Bridge Program once full tuition has been paid in full.

Please take note, that because the Manual (s) is copyrighted, they may not be copied or reproduced without the express written consent of the U.S. PILATES LLC™. Each unit of the Manual may be replaced at a cost of \$150 for each Unit of the Manual. 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 legal consequences. U.S. PILATES™ does not own the copyright; it exclusively licenses its use from the owner.

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

By signing this Application, applicant acknowledges that he/she has read and fully understand and agree to all of the terms and provisions of this Application and all of the Appendices annexed hereto and have had the opportunity to review all of these documents with an attorney or any other person deemed appropriate by the applicant.

A signed electronic version or signed facsimile of this Application and all of the Appendices annexed hereto shall be considered as an original.

INITIALS: _____

Print Name: _____ Date: _____

Signature: _____ Last 4 Digits SS: _____

Address: _____ City: _____ State: _____ Zip: _____

APPLICATION CHECKLIST

APPRENTICE NAME: _____ TRAINING CENTER: _____

I AM APPLYING FOR FULL OR BRIDGE (NAME OF PRIOR CERTIFICATION): _____

CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED:

(APPLICATIONS SHOULD NOT BE SUBMITTED WITHOUT ALL REQUIRED DOCUMENTATION)

- Signed and Initialed Application (ALL Pages Must Be Initialed and Signatures Where Required by Full or Bridge)
- Appendix A – Apprentice Bio
- Appendix B - Medical Health History Form
- Appendix C - Enrollment Agreement
- Appendix D – Bridge Curriculum Form (ONLY FOR BRIDGE APPRENTICE)
- Appendix E - Non-Competition and Confidentiality/Non-Disclosure Agreement
- Appendix F - General Release Form (ARE ALL 5 BOXES INITIALED? YES OR NO)

- Doctor's Note (Letter from Physician)
- 1 Professional Reference Letter (Also required for Bridge Program)
- 1 Personal Reference Letter (Also required for Bridge Program)
- Copy of State Driver's License or ID
- \$500.00 TUITION DEPOSIT - PAID BY (CHECK/PAYPAL) _____
- Professional Liability Insurance as a Pilates Instructor providing a Certificate of Insurance to U.S. Pilates LLC and should be named Certificate Holder as follows:

U.S. Pilates, LLC

It's Successors in Interests and/or Assigns

INITIALS: _____

1500 East Broward Blvd, Suite 250
Fort Lauderdale, FL 33301

- If Applicant is insured by Training Center Policy, submit a certificate of insurance with this Application
- All documents listed above are required to be sent by overnight delivery with tracking via: (FEDEX, UPS OR USPS)
to: U.S. Pilates LLC -1500 East Broward Blvd, Suite 250 - Fort Lauderdale, FL 33301 or via email to
USPilatesAssociation@gmail.com

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

A signed electronic version or signed facsimile of the Application All documents referred to in the application shall be considered as an original.

Print Name: _____

Signature: _____ Date: _____

APPENDIX A

APPRENTICE BIO FOR CLASSICAL PILATES USA™ TEACHER CERTIFICATION PROGRAM (“Program”) 2021-2022

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: _____

INITIALS: _____

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 B
APPLICANT APPRENTICE MEDICAL HISTORY FORM 2021-22

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:

INITIALS: _____

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 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 Classical PILATES USA TMTeacher Certification Program, including without limitation the Classical PILATES USA TMBridge 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 U.S. Pilates, LLC ("U.S. PILATES"), and its respective principals, members, officers, directors, employees, representatives, contractors 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 Apprentice shall comply with the applicable state law. The U.S. PILATES 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 the U.S. Pilates, LLC.
4. The U.S. PILATES reserves the right to terminate any Apprentice from the Program for conduct which violates U.S. PILATES 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. PILATES in its sole and absolute discretion. Apprentices must be able to physically exercise in seminars and during the Apprenticeship to be eligible for certification. The U.S. Pilates reserves the right to suspend or expel Apprentices who cannot participate fully in the Program.
5. Refund Policy: No refunds are given once the Apprentice is accepted into the Program. 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. PILATES. Apprentice shall be responsible for the payment of all legal fees incurred by the U.S. PILATES in collecting unpaid sums due the U.S. PILATES.
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. PILATES: United States Pilates Association®**, U.S. PILATES, U.S.P.A. ®,

INITIALS: _____



Classical Pilates USA or the Core of Pilates Education™ or the logos for the U.S.P.A. and U. S. Pilates (U.S.P.A. logo)
 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. PILATES 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. PILATES, 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. PILATES 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. PILATES 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 U.S. Pilates every 12 months following the date of certification.
10. The rights and obligations of The U.S. Pilates 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. PILATES the undersigned applicant and their respective employees, officers, directors and successors in interests and assigns.
11. All Enrollees (Apprentices) in either The Full Certification Program or the Bridge Certification Program must complete their Certification within one year after acceptance into either Program. Completion shall be defined as having completed and all of the exams, hours, and attended all required aspects of either Program. **THERE WILL BE NO EXCEPTIONS TO THIS REQUIREMENT AND NO EXTENSIONS WILL BE GRANTED without the express written approval of the U.S. Pilates LLC at its sole and absolute discretion.**
12. In the event of a conflict between the terms of this Agreement and the terms of the Application, the terms of this Agreement shall prevail. The terms and provisions of the Application, to the extent not modified by this Agreement shall remain in full force and effect and are deemed incorporated herein.

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

Signature: _____ Date: _____

Print Name: _____

Print Address: _____ City: _____ State: _____ Zip: _____

Print Cell Number: _____ Print Email: _____

INITIALS: _____

Last four digits of 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: U.S. Pilates, LLC, 1500 E. Broward Blvd Suite 250 Ft Lauderdale Fla 33301

APPENDIX D

BRIDGE CURRICULUM FORM (IF BRIDGE APPRENTICE) **(MUST BE SIGNED BY CENTER DIRECTOR AND BRIDGE APPLICANT)**

U.S. Pilates, LLC Classical Bridge Certification Program ("Program")

Bridge Student: _____

Date of Entry into Bridge Program: _____

1. Total Number of hours required for observation, training and teaching: _____ *

*All training and observation hours must be acknowledged by Instructors approved by the U.S. PILATES ® and certified under the New York Pilates Studio ® Teacher Certification Program or by the United States Pilates Association ® At least 33 1/3 of these hours must be at the training center.

2. The Center Director in conjunction with the U.S. Pilates shall determine the breakdown of these hours.

3. Total Number of hours of private lessons required to be included in the Total Number of hours: _____ *

*Must be taught by Certified Instructors approved by the U.S. PILATES

4. The cost for these lessons will be in addition to the tuition and will be determined by the Center Director and any other certified instructor.

5. Bridge Student will be required to attend 3 System Workshops (Beginner, Intermediate and Advanced). One or more of the System Workshops may not be held at the Training Center Studio attended by the Bridge Student. Workshops are given at U.S. PILATES ® Certification Centers listed on the application as may be amended from time to time. Bridge Student will be responsible for all travel costs associated with attendance. There is no extra charge for attendance at the Workshops.

6. Bridge Student will be required to take the 200, 400, and 600 hundred hour exams to be conducted in the same manner as if the Bridge student were a Full Time Apprentice. See Application and Bridge Application for details including costs.

Unless expressly modified by this Appendix D, all of the remaining terms contained in the Application and Bridge Application shall apply to the Bridge Apprenticeship Program. A signed facsimile or electronic version of this Curriculum will be considered an original.

INITIALS: _____

Agreed to:

Date: _____

Signature of Bridge Student _____ Center Director Sign: _____

Print name of Bridge Student _____ Print Name Center Director: _____

APPENDIX E

AGREEMENT NOT TO COMPETE AND NOT TO DISCLOSE CONFIDENTIAL INFORMATION

The Undersigned hereby understands and agrees, that in consideration of my application as a candidate for certification as an Apprentice in the U.S. Pilates LLC™ ("U.S. Pilates") Classical Pilates USA Teacher Certification Program, either Full Time or Bridge (herein collectively 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. PILATES or any U.S. PILATES Certification Center ("Center"), are confidential and are the sole and exclusive property of U.S. PILATES and/or the Center. This information, whether provided to me by U.S. PILATES, 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. PILATES or any Center either in original form or in computerized, duplicated, or copied form except with the written permission of the U.S. PILATES 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. PILATES and/or the Centers and shall be treated by me as confidential information of U.S. PILATES and/or 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. PILATES 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. PILATES 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. PILATES 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. PILATES 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. PILATES and/or any Center (through graduation, certification, etc.), I agree THAT DURING MY APPRENTICESHIP AND FOR A PERIOD OF THREE YEARS following my termination for any reason, I will

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not solicit by mail, by phone, by personal meeting, or by any other means, either directly or indirectly, any Account of the U.S. PILATES or any .U.S. Pilates Center 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 THREE 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, contractor 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.
4. 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 Three years from the date of termination of my apprenticeship 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.
5. Geographic Limitation-During my Apprenticeship in the Program, and for a period of THREE 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. A five-mile radius from the location of any of the Centers set forth in the Application or any Certifying Centers added to the Application herein added prior to the time that my restriction takes effect.
6. 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. PILATES 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 and the Application and all other Apprentices reviewed by an attorney of my choice prior to my signing any of the aforementioned documents. I understand that the Center(s) business as well as the business of the U.S. Pilates LLC 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. PILATES & any Center will be entitled to injunctive relief. I recognize that U.S. PILATES & any Center will suffer immediate and irreparable harm and that money damages will not alone be adequate to compensate U.S. PILATES and/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. PILATES 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

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- 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 or is located or in which the offices of the U.S. PILATES are located at the option of the U.S. PILATES. 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. PILATES or any Center to file suit to enforce the covenants contained herein, and any court of competent jurisdiction awards the U.S. PILATES or any Center any damages and/or an injunction due to my acts, then the U.S. PILATES 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. PILATES'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. Unless otherwise provided for herein, 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. PILATES Certification Center or any other location which becomes a U.S. PILATES® Certification Center during the time that the Apprentice is in the Program as an apprentice.
 17. A signed facsimile or electronic signature on this Agreement shall be deemed an original.
 18. Unless expressly modified by this Appendix E, all of the remaining terms contained in the Application and all of the Appendices shall remain in full force and effect and are deemed incorporated herein.

Signed: _____ Date: _____

Print Name: _____ SSN: _____

Address: _____

City: _____ State: _____ Zip: _____ INITIALS: _____

APPENDIX F

RELEASE OF LIABILITY

1. In consideration of being allowed to participate in the personal fitness training activities and programs of the The U.S. Pilates LLC ("U.S. Pilates"), 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. PILATES 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: _____ Last 4 digits of SSN: _____

Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Cell phone _____

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