

Pilates Center of Winter Garden, LLC

(Please Print Clearly) ©

Last Name: _____ First Name: _____ Date: _____

Address: _____

Cell Phone: _____ Work _____ Home _____

E-Mail: _____ D.O.B. _____

Referred By _____ Occupation: _____

Interested in: Group Private Duet Trio. All

Preferred days and times of sessions: _____

Activities/Sports (hours/week): _____

Fitness Goals: _____

Injuries or surgeries (dates): _____

Please describe how any prior injuries, surgeries, or medical conditions affect your daily life and /or ability to exercise:

Current medications, Supplements:

Person to Contact in case of emergency: _____

Relationship: _____ Phone Number: _____

Are you currently under the care of a physician?

If so, for what condition(s): _____

Physician: _____ Phone: _____

Studio Info

Sessions and Classes

- **Clean non-slip gripper toe socks** are to be worn at all times. You can purchase before your appointment, or they will be available for purchase at the studio.
- **Hydration-** There is a drinking fountain at the studio to keep you hydrated. We recommend you create the habit of bringing water with you wherever you go, carrying water with you in BPA-free plastic or stainless steel is best, instead of glass, as people are in socks in the studio.
- **Scents and perfumes are prohibited** in class, in order to assure that students with allergies can participate in sessions.
- If wearing makeup, or lotion, please put a **washcloth under your face**, since it tends to be very difficult to remove from the equipment.
- Students agree to **wipe down** mat, equipment, and pads thoroughly after each session, including private sessions.
- All **sessions are 50 minutes** in length to allow for ease in transitions for all students and instructors. Regardless of arrival time, sessions will end at the scheduled time. Please arrive 5 minutes before your scheduled session.
- In a group class, students are required to ask for any modifications he or she feels are needed to perform the exercise safely. A student should never attempt to perform an exercise he or she feels uncomfortable performing either in group, semi-private, or private sessions. It's ok to sit one out or ask for a modification! If unsure about an exercise, don't attempt it. Instead, take a water break or stretch in a way you know is safe and effective. Students may also opt to schedule a private session to receive any extra help needed.
- Please make every effort to join a semi-private or group class on time, and remain until the end of the cool down to avoid potential for injury or disruption to your fellow students.
- If a student is late for a session, the instructor will provide as much of the session as possible within the scheduled appointment window. If you are more than 20 minutes late, the trainer may leave the premises and the scheduled session will be forfeited and deemed a no-show appointment.
- If the trainer is ever late more than you believe is acceptable, or if you have any other issue with your trainer, please contact the studio owner as soon as possible, so she may rectify any issues.

- In a group class, the instructor is only able to perform one warm-up. If late to class, it is the student's responsibility to fully warm-up on the mat, in a non-distracting way to other class members, until he or she feels warm, flexible, and safe to join the class.
- We want everyone to have a positive experience at our studio. Please keep talking to a minimum and at an appropriate noise level.
- For safety, children are not permitted in the studio.
- Please go slowly in the parking lot, and when pulling in and out of it, for safety.
- Also, for safety and focus, please **ONLY** use fitness trackers during your workout that have a **DO NOT DISTURB** feature so you can track your efforts, but keep other personal thoughts out of your much needed concentration. They are very distracting and unsafe. Please remove them before your session.
- Only water in the studio, please; no gum, candy or food. Please eat before your session.
- PCWG cannot be responsible for lost or stolen items. Please do not bring items of great value into the studio.
- **Clean** clothing, toe socks, and **effective** deodorant are required always. :) Studio showers are not permitted.
- Students are not permitted to record audio, or video, or take still photos in or on the premises of PCWG. Students grant PCWG the perpetual, non-exclusive, and world-wide right to use and publish student's name, likeness, photograph, and image, in any medium now known or hereafter developed, in connection with the advertising and promotion of PCWG. PCWG may take photos during sessions in the studio and online, quietly, as to not disturb your focus.
- Please, **for the safety of yourself and others, SILENCE all cell phones completely, including vibration and alerts.** If needed for an emergency, please keep your phone tucked away, but near you, and check for activity periodically.
- PCWG does not communicate via text, **please EMAIL or CALL the studio ONLY.** The system will generate appointment reminders; you may turn them off, if you wish.
- PCWG is **OPEN Monday-Saturday, New Year's Day, July 4th, Labor Day, MLK Day, Memorial Day, etc.**
- PCWG is **CLOSED every Sunday; Thanksgiving, the Friday after Thanksgiving; and the Christmas Season, from Dec 23rd thru Dec 25th. We will re-open Dec 26th.**

Medical Freezes & Clearances

- It is necessary to inform your instructor of any changes in your health or medical status!
- Your safety is of utmost importance. We always recommend that students seek medical advice from qualified medical professionals before beginning any exercise program. There are times when the instructor will deem it necessary to obtain a clearance from a physician prior to the student taking any pilates session. It is the student's responsibility to choose to comply.
- If a student furnishes a physician's order that advises the student cease or postpone his/her lessons, a medical freeze will be put on file for 90 days. If the student does not have a session scheduled within 45 days, after the 90 Day Freeze, the student forfeits any sessions remaining on the package.

After a medical freeze (no matter the time), a student is required to take at least one private session before returning to group or semi-private sessions to go over any new modifications that will be needed, and to make sure group/semi-private is the best option. A Medical Clearance Form will need to be on file to restart exercising after a medical freeze.

- If a student has not consistently taken pilates at Pilates Center of Winter Garden for more than 3 months, a private session will need to be completed before restarting a group or semi-private session.
- Pilates Center of Winter Garden may restrict usage of facilities, or require additional written medical approval from a physician, if it appears a student may be in danger from excessive exercise, or not adequately meeting his or her nutritional needs.

Inclement Weather

- Every possible effort will be made to remain open in the event of a storm. For sessions during the day, we follow Orange County Public School District's weather cancelations; for evening sessions, we follow Valencia College's. Please check before coming to your session in the event of an approaching storm.
- If you would like to attend your session, and the school district is closed, please email or call the studio; we will make an effort to accommodate your request by staying open for your scheduled appointment.

Pre- and Post-natal Mothers

- It is required that all expecting mothers consult with a medical professional and sign a Medical Clearance Document every trimester, before exercising. Post-natal mothers must also fill out the Medical Clearance Document, prior to beginning or restarting sessions at PCWG.

Levels and Abilities

- Participants must be given instructor approval before advancing into a higher level class.
- Instructors at times may recommend a student review a level, if it is determined that a client could benefit from a previously taken class.
- Duets & Semi-private sessions are comprised of partners with similar goals and abilities. Your instructor will be your guide.
- If you have any physical limitations or injuries, please consult your doctor before attending any pilates sessions. The need for modifications are the responsibility of the student. Requests are ALWAYS welcomed by your instructor. :) Private sessions may be the best choice depending on the need at hand. Please ask your physician, first.

Scheduling, Cancellation & Financial Policies

- Kindly note that there is a **24 Hour Rescheduling or Cancellation** policy for any session you are unable to attend. Please EMAIL ALL cancelations and appointment reschedules. Verbal cancelations/reschedules are helpful, but not considered official. To avoid a charge, please always email your schedule changes.

If a student is feeling sick more than 24 hours before a session, it is best to cancel the session to avoid the late-cancellation charge. If feeling better the next day, email or call to see if the session time is still available.

Please remember, if a student cancels one appointment, only that one appointment is cancelled. Please be sure to cancel any further sessions that may become difficult to attend to avoid incurring a missed appointment charge.

If you feel you might be coming down with something, but aren't sure, you may opt to move your private session to online learning for gentle/restorative movement, or for an anatomy virtual classroom for discovery and learning.

If you're feeling even a little under the weather, PLEASE CANCEL YOUR SESSION. No one wants to be sick; and taking time off of work is not easy for some people. Thank you for your consideration.

_____ (please initial)

- Payment is due at time of service. If a student forgets payment, or if the session is missed and there are no remaining sessions in a previously purchased package, the credit card on file will be charge for a session at a **SINGLE SESSION RATE** and at an increased rate of 6% to cover credit card fee and extra admin time.

_____ (please initial)

- All sessions and packages have a **45-day expiration date**. Please be sure to **ONLY** purchase a package if both student and instructor can schedule all of the sessions in the package within 45 days. If you make a cancelation to your regular schedule, your instructor cannot guarantee another time slot will be available for you to compete your missed session in the package before your session expires. - Please be mindful.

_____ (please initial)

- All sales are final. However, if a person living in the same household has completed Foundations of Movement, and is cleared by her/his instructor to take sessions, she or he may use the remaining package sessions by the original expiration date.

_____ (please initial)

- Students are responsible to keep a current email on file, and check it regularly for studio announcements, cancellations, and rescheduling. If the studio sends an email confirming a request for booking an appointment, and the student fails to attend, the appointment will be considered a no-show, and will be charged at the regular session rate. Same day appointments are on a first-come first-served basis. If we don't get a confirmation within the hour, that a student would like to fill a requested or offered appointment, the appointment may no longer be available.

_____ (please initial)

- If going out of town or you coming to the studio is not feasible, you may wish to consider virtual sessions to keep in your best shape.
- If time off is taken from pilates, you may want to consider back-to-back sessions before and/or after your time away; this allows for quicker recovery from any stress from the event, travel, etc.

- If a student’s check is not honored by their bank, the student shall be charged for the actual bank charges incurred by PCWG. If a student fails to pay the amount of the dishonored check plus bank fees within one week of being notified by PCWG of the dishonored check, PCWG will charge the student’s credit card on file, as set forth above.
- Rescheduling a standing appointment more than twice within 30 days may result in losing a standing time slot, or an inability of your instructor to further accommodate your rescheduling needs.
- If there is only one person in a group class, your instructor may elect to offer a private session at a private session rate, or to cancel the class for that day.
- PCWG may cancel a semi-private session or small group class if there is consistent low attendance.
- Unless a session is confirmed by your instructor, the session is not officially scheduled. Please schedule as early as possible.
- Sessions must be scheduled by the requesting student, parent or guardian.
- PCWG allows “in-house” transfers/sharing of packages to one previously established student within the same household.

Please refer back to this online document, as needed, for reference.

This Agreement supersedes all prior oral or written agreements, understandings, or representations. Students affirm that they are not relying on any representations not contained in this Agreement.

I HAVE READ ALL POLICIES AND FULLY UNDERSTAND THEIR CONTENTS. I VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS OF PILATES CENTER OF WINTER GARDEN, LLC POLICIES.

Signature, or Signature of Consenting Parent or Guardian: _____

Date: _____

Printed Name of Student: _____

Printed Name of Parent or Legal Guardian _____

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (“I” or “me”) desires to participate in the Pilates method of physical conditioning (the “Activity” or “Activities”) provided by Pilates Center of Winter Garden, LLC, (the “Company” or “we”), whether at the Company’s facility or through Online instructions. As lawful consideration for being permitted by the Company to participate in the Activity, I acknowledge the statements of Company herein and agree to all the terms and conditions set forth in this agreement (the “Agreement”).

I understand and acknowledge that the Activity includes, but is not limited to, instruction in the Pilates method of physical conditioning, as well as the use of various Pilates equipment, and hands-on assisted stretching by the instructor(s). I understand and acknowledge that Pilates is a unique activity and that the instructors are not licensed massage therapists, physical therapists, physicians, nutritionists, or other licensed health care professionals. I understand and acknowledge that participation in the Activity could lead to physical injury.

I agree that if I am unsure of my ability to perform a certain exercise, I will ask my instructor and obtain a modification, if needed, prior to attempting an exercise. I acknowledge and understand that I am solely responsible for executing all modifications I have been given. I agree to properly utilize all equipment as instructed. For example, in any exercise where my hips are elevated above my head, I will lower the headrest completely to avoid injury.

We recommend that you consult your physician before commencing this or any other exercise program. Not all exercise is suitable for everyone, and the Activity, or any exercise program, may result in injury. We advise you take care when assessing your ability to do the exercises, particularly if you have a medical condition or particular injury. If you feel pain, discomfort, dizziness, irregular heartbeat, bleeding or other health concerns, stop doing the exercises immediately. If you think you may be suffering from any medical condition, you should seek immediate medical attention from your doctor. Do not delay seeking medical advice, disregard medical advice, or discontinue medical treatment because of instruction, information or guidance we have provided you.

In any online instruction that I undertake with the Company, I understand that the instructor will provide me with step-by-step instruction on completing the exercise in a safe manner, however I further understand that the instructor is unable to observe me as well as he or she would if I were in the presence of the instructor while I am performing the exercises. If I am unable to complete the exercise due to physical limitation or lack of understanding I will stop immediately, and I WILL NOT attempt. If I do attempt, I will be liable for any injury I may sustain. If I am participating online from a remote location, it is my responsibility to make sure that the equipment that I am using is safe, that I am wearing the appropriate clothing and footwear, that I am properly rested, hydrated, and nourished, my location is the appropriate temperature, and that I have adequate space at the location where I am performing to safely perform the exercises. Whether online or in the studio, I agree to solicit instructor feedback or to ask questions about any exercise or move that I feel I am having difficulty performing or which I may be doing incorrectly.

I agree to inform Company of any physical condition or disability, pre-existing, current, or which develops in the future, arising from my participation in the Activities or otherwise, which might prevent or limit my ability to participate in the Activities. I understand that the Company may require that I obtain a medical clearance from my physician before participating in the Activities. If my medical condition changes I will request a medical clearance form from the Company, will have the form completed by my physician, and will return the completed form to the Company. I agree that any failure to advise Company of any such conditions or to obtain a medical clearance, or updated medical clearance, and any consequences thereof, are solely my responsibility.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT INJURIES MAY OCCUR FROM MALFUNCTION OR FAILURE OF EQUIPMENT OR EQUIPMENT COMPONENTS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Company, and its officers, directors, employees, contractors, agents, attorneys, affiliates, members, successors, assigns, and all others acting on their behalf (collectively, "Releasees"), arising out of or attributable to the Activities, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by the indemnified party, arising out or resulting from any claim of a third party related to the Activities.

This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Orange County, Florida and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PILATES CENTER OF WINTER GARDEN, LLC.

Signature_____ Date_____

Printed Name _____

Signature of consenting Parent or Guardian, if applicable:

Signature_____ Date_____

Printed Name of Parent or Legal Guardian_____

Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known cure. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

Susan Hollister “Lily” d/b/a Pilates Center of Winter Garden LLC cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing Susan “Lily” Hollister/Pilates Center of Winter Garden LLC services or premises. It is not possible to prevent the presence of the disease. Therefore, if you choose to utilize Susan Hollister “Lily”/Pilates Center of Winter Garden LLC services and/or enter onto Susan Hollister “Lily” /Pilates Center of Winter Garden LLC’s premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize Susan Hollister “Lily”/Pilates Center of Winter Garden LLC’s services and enter Susan Hollister “Lily”/Pilates Center of Winter Garden LLC’s premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Susan Hollister “Lily”/Pilates Center of Winter Garden LLC’s services and premises in person.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against Susan Hollister “Lily”/Pilates Center of Winter Garden LLC’s facility, and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Susan Hollister “Lily”/Pilates Center of Winter Garden LLC’s services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of Florida will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND I FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____ Print Name: _____
Date: _____

Student Responsibilities:

Do not come to your session if you or someone in your household is sick.

Exercise proper hand sanitization practices, cough/sneeze etiquette.

For those who wish to exercise inside the studio, we keep a copy of your covid vaccination card on file at PCWG, and a mask is required. Online sessions are available for those who wish to not wear a mask and have a card on file.

Clean what you touch, including all of your equipment/pads/small equipment, etc.

We shall all do our part to help keep us all healthy. Thank you, everyone.

If further information/clarification, please do not hesitate to contact Lily at 407.732.8288 pilatescenterofwitnergarden@gmail.com