

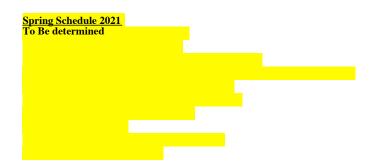
# STUDENT CONTRACT

By signing this document, you agree: "I have read, fully understand, and will abide by all rules and policies delineated in the

Student	ontract.				
This contract is between: The Pilates Studio LLC, 1052 Oak Forest Drive #320, Onalsaka Wi 54650 and					
Print Name	<del>,</del>	Signature	on this Date		
The curricu California.	dum to be taught at The	Pilates Studio LLC (a "PSC	C host studio") through the Pilates Sports Center "PSC" located in Encino		
Student File by all rules	e • Financial transactions and policies delineated	completed. • By signing the "Student Contract."	ter Teacher Sign and submit the Student Contract signature page for his document, you agree: "I have read, fully understand, and will abide		
The approv	ed title of the program o	r titles of the subjects - Pila	ntes Sports Center Pilates Teacher Training Program "Program"		
the first day OR Modular Pi •Nuts and I	of class or in three installates Courses: (Minus D Bolts / Philosophy - "Fur				
	\$2100 - 6 weeks appro \$1050 - 3 weeks appro \$1040 - 2.5 weeks appro	x. x.			
Graduates Certified Pa	of a Comprehensive Pro ilates Teacher (NCPT) E	gram that includes Barrels xam.	nent and gives a price incentive to participating students. will meet the criteria for, and be prepared to take, the Nationally		

•Private Comprehensive Program: 1-2 Students \$8,800.00 each student.

Course Dates: "Program" hours: Monday and Wednesday 12:30-4:30



#### **Refund/Cancellation Policies:**

The student will receive a full refund of all money paid if the student:

- 1. Cancels within the three-business-day cancellation period under SPS 406.03;
- 2. Accepted, was unqualified and the school did not secure a disclaimer under SPS 409.04;
- 3. Enrollment was procured as the result of any misrepresentation in the written materials used by the school or in oral representations made by or on behalf of the school.

Refunds will be made within 10 business days of cancellation. A student who withdraws or is dismissed after attending at least one class, but before completing 60% of the instruction in the current enrollment period, is entitled to a pro rata refund as follows:

At Least	But Less Than	Refund Of Tuition
1 unit/ class	10%	90%
10%	20%	80%
20%	30%	70%
30%	40%	60%
40%	50%	50%
50%	60%	40%
60%	no	No refund

All refund amounts are based on the total cost of tuition. As part of this policy, the school will retain the one-time application fee of \$100. A student will receive the refund within 40 days of termination date. Any manuals, or books not given to the student at the time of their dismissal or withdrawal will remain in the possession of the training center. If a student withdraws or is dismissed before a unit is completed then that units manual or book will remain at the training center. It is recommended that a student schedule a time to meet with one or both Master trainers to submit and discuss his/her withdrawal from the program. The meeting and notice however are not required and a student is deemed to have provided constructive notice of withdrawal if he/she does not notify the School but ceases to attend class for 3 consecutive class days. A written notice of withdrawal is not required.

#### **Student Notice Of Withdrawal From The Program:**

A student may withdraw at any time from the program. Please see Refund and Cancellation section of this contract for refund policies.

### **Communication:**

I understand that this Contract is made between myself, The Pilates Studio LLC and its Master Trainers and that any communication will only be made between myself and The Pilates Studio LLC and it's Master Trainers. The Pilates Studio LLC (or its Master Trainers) are under no obligation to communicate with any third-party purporting to represent the applicant, unless 1) the applicant is physically unable to communicate with The Pilates Studio LLC or it's Master Trainers on her or his own behalf, or 2) the third-party is the applicant's attorney at law.

See PSC Director's contact information in the next paragraph, on our website, or in your Manuals

Master Teacher Trainers / Directors: Pilates Sports Center ("PSC") holds Licensing agreements with approved "PSC" Master Teachers across the USA and Internationally. Your Master Teacher ("Instructor") is under Contract with PSC and has agreed to uphold certain standards including but not limited to this Student Contract. Your "Instructor" reserves the right to employ (only) an approved "PSC" Master Teacher substitute to teach any, or all, of the entire course including classes, and tutoring sessions at any time without notice. The "PSC" Directors are Kelli Altounian and Dr. Andromeda Stevens, D.C. and may be contacted at: Mailing Address: Pilates Sports Center, Attn: Directors, 16430 Ventura Blvd #100, Encino, CA 91436 Email: Admin@PilatesSportsCenter.com Phone: 818-788-8112 OR 800-604-PSCI (7724)

Course Dates: The Pilates Studio LLC will have course dates posted on our website and shall provide it in writing. The Pilates Studio LLC agrees to adhere to the posted schedule barring any extreme circumstances requiring cancellation or postponement of the course(s). To locate the posted dates of any location you may find them as a downloadable form on www.PilatesSportsCenter.com under Teacher Training.

Work Study: PSC does not permit any trade, work release or barter for tuition at any of its Host Studios. Until a Student has earned a Diploma/Certificate of Completion they are not eligible to be hired as a trainer by any "PSC" Host Studio for financial compensation in any form.

Modular Programs: If you are attending a Modular Program - "PSC" and/or any Hosting Studio will not authorize students to use any piece of equipment that they are not yet trained on. If student chooses to limit their training to one individual module, student expressly agrees that he or she will only use that piece of equipment. Student also agrees not to hold him/herself out to hold a Diploma/Certificate of Completion from a Comprehensive Program from "PSC" if all modules have not been taken, quizzes, reviews and exams have been passed and has completed all required hours that resulted in a Diploma/Certificate of Completion.

Physical Participation: Please notify The Pilates Studio of all medical conditions or disabilities and changes that occur during the course. You are expected to participate in all activities unless a physical condition prevents it. The student acknowledges that he/she is in excellent mental and physical health before entering this program and participates in the program at his/her own risk. Please inform "PSC" if you have any learning disabilities or challenges so we may assist you.

Tardiness: Please arrive prior to class start time, tardiness disrupts the class and interferes with your learning. Excessive tardiness may count as partial absence, may result in counseling, and could affect your ability to complete the course.

**Absences:** Inform "Instructor" if you are anticipating missing any part of the course. Excessive absences will result in falling behind. Attendance of 90%+ per module is required. The Certificate of Completion may be held until class time is made up.

#### Options for making up absences:

- \$85 per hour for a private tutoring session on Manual Material with an authorized PSC Master Trainer at The Pilates Studio LLC. This expense may be shared with another student(s). Late cancellation will apply if less that 24-hour notice is given verbally. Payable directly to the Master Teacher
- Practice with fellow classmates to catch up on missed material.
- Check out the corresponding DVD's of the program from our library 1 DVD at a time (2-day max borrow time). A Credit Card number is required on file to check out DVD's.
- DVD's are property of "PSC" and are not included in the cost of the course. \$39 lost or damaged fee will apply.

Tutoring: Tutoring with a "PSC" Master Teacher only is \$85 per hour for private instruction using the course materials to review, quiz, mock test, etc. This expense may be shared with another student(s). Tutoring is considered an outside class activity and is not covered by your tuition. You may apply tutoring as: Observation / Self-Integration or Practice Teaching, all are acceptable. Late cancellation (less than 24 hours' notice) on any Tutoring session is charged at the full tutoring rate or any fraction thereof if time was to be shared with other student(s).

Etiquette: Attend fully to the "Instructor" (s) by refraining from conversations or activities that are not pertinent to the instruction. Cell phones and pagers should be silenced at all times during class. Phone conversations / texting should be taken outside and may be considered missed class time. Eating is not allowed in Studio at any time. (An area will be provided for you – ask your "Instructor" Please respect "Instructor's" breaks and lunch; this time is needed for rejuvenation. Please dress appropriately, no shoes in the studio or on equipment and personal items should be stowed. Socks are required to work on machines. Please arrive perfume and fragrance free.

<u>Please do not attend class if you are sick</u> – this will be considered missed class time.

"PSC" and The Pilates Studio LLC reserves the right to terminate any student from the Course for misconduct and/or any other unprofessional behavior. (Misconduct is defined as violent behavior, alcohol or drug use, sexual misconduct, verbal or physical abuse, intentional property damage or theft.) If a student is terminated for misconduct, there will be no refund of any program or module tuition.

Questions and Problems: This course moves at a rapid pace allowing very little room for absences or falling behind. If you are feeling overwhelmed or do not understand the covered material, please seek assistance ASAP - all questions are valued. Please notify "Instructor" or "PSC" Directors if questions are not being answered to satisfaction. "Instructor" may ask questions to be held until after class, but we are committed to your learning and may address problems individually so as not to hold back other students. "Instructors" and the Directors are available by phone, email, and are here to help you!

Studying, Testing, Practical Exams & Certificate of Completion: We encourage study partners and/or groups. Master Teachers may be available to assist you if you are studying in a "PSC" Teacher Training Studio. A minimum of 5+ hours of study is required per week. Final exams are written for each individual student and are oral, practical, and written. Practical / oral reviews "Hat Tricks" are held in a group format at the end of each module (twice in Reformer Module) to monitor your progress. Student must get a passing score of no less than 76% on each review. The Final Exam date is TBD by your "Instructor" and is usually on the last day of the course OR a date will be set during the course and will be given to the entire class. All modular students are expected to return for the exam on that date. If the date is changed after the fact, and you cannot attend, please discuss this with your "Instructor." A non-passing grade or missing (optional or not) the Final Exam (written OR Practical) for any reason will require a re-test at a later date with a \$100 re-test fee. Additionally, a project may be assigned, and/or additional hours of observation or practice may be assigned on a case-by-case basis. Cheating: During the written exam if you are found cheating you will be asked to leave immediately and will forfeit your diploma privileges. On the practical exam, if you give verbal or physical hints to your partner, it will be considered cheating on your part. If you deliberately derail your partner (by acting inappropriately, confusing them intentionally, or in any other way detracting from their performance) you will be asked to leave immediately and may be given an assignment before passing the course and receiving a Certificate of Completion) Completion of course does not automatically result in the award of a Certificate, employment, or rental privileges at "PSC" or the Host Studio. Student's skills will be evaluated on an individual basis and a Certificate of Completion will be granted at the sole discretion of "PSC" Directors. Replacement Certificates will be provided at a fee of \$20.00 (lost, address or name change etc.) If you change your address or name or how you wish your name to appear on your certificate and do not notify "PSC" after your application has been made, you are liable for the change fee from what you stated on your original application.

#### **Statements On Employment:**

After completing our teacher training program you will be qualified to teach in any studio, however, we do not guarantee employment at any studio including ours. The Pilates Studio's teacher training program through PSC does not offer employment services to students and any potential student referrals to prospective employers are not based on direct contact with the employer regarding current job openings.

#### **Requirements for Certificate of Completion:**

Certificate issued upon completing all course requirements including, but not limited to:

- 136 hours of Classroom Experience with a "PSC" Master Trainer Provided
- 75 hours Observation & Apprenticeship: (Observation 50 hrs. of qualified "Instructor" (not other students or classmates) & Apprenticeship (25 hrs.)
- 100 hours of Practice Teaching / Charting with classmates/family/friends etc.
- 40 hours of Self Integration (additional Pilates private/semi private or mat class experience with qualified Pilates instructors, not other students, may be done anywhere at Student's expense)
- 45 hours Client Assessment and Programming Project assignment (this will overlap with your practice teaching hours) 45 hours Credit given regardless of hours spent on Project
- 25 hours of an Anatomy Thesis Project assignment (you will present in class towards end of course for approx. 3-5 minutes) 25 hours Credit given regardless of hours spent on Project
- 15 hours Pilates Professional Video/DVD/Online Observation
- Passing scores of no less than 76% on all "Hat Tricks" quizzes, exams and projects

#### Requirements are different for Mat only or any Modular Course – per Module the requirements are:

- 20 hours of Observation (15 hrs.) / Apprenticeship (5 hrs.) of qualified instructors (not other students or classmates)
- 25 hours of Practice Teaching/Charting with classmates/family/friends etc.
- 10 hours of self-integration (additional Pilates private/semi private or mat class experience with qualified instructors not other students or classmates)
- 12 hours Client Assessment and Programming Project assignment
- 5 hours Pilates Professional Video/DVD Observation
- Passing scores on tests, practical exams and projects as previously described

## **Observation & Apprenticeship:** (Full Course = 75 hours: Observation 50 hrs. / Apprenticeship 25 hrs.)

- You may observe at your "PSC" Host Studio by reservation, free of charge.
- You must observe a qualified Pilates "Instructor" PMA Certified if possible. Observing other students is not considered observation time. We urge you to diversify your observation as much as possible to see a range of work. Your "PSC" Studio should be your home base at least 50% of the time.
- Check with other Studios to see if observation etc. is allowed. "PSC" is not responsible for fees or rules at other (non "PSC") locations.
- You may not observe any one "Instructor" for more than a 4-hour period in one day.
- Your "Instructor" or Host Studio may limit how many students can observe at once.
- The "Instructor" has the right to terminate the observation at any time.
- Verify with the "Instructor" you wish to observe for their/client's agreement at least 24 hours prior.
- No photography or recording devices are permitted during observation. Notes may be taken.
- Students may not sit behind the desk or at the "Instructor's" work area. An observation area will be established for you and the "Instructor" may ask to reposition you at their discretion.
- Only students who are actively taking the course can use the Studio for practice teaching/observation.
- Hold questions until the client is finished and departed and the "Instructor" becomes available.
- Keep a comfortable distance and be aware of your angle of observation. You need to be seated and attentive. Lying down, working out/stretching, napping, talking, texting etc. is not observation time.

- Conversation during observation is to be avoided. If the client or "Instructor" engages you in conversation, refrain from engaging - this is not an invitation to begin "co-training"
- Apprentice hours in your Host Studio involve helping at the front desk, assisting in the Studio as determined by your "Instructor" and their staff. You will gain real Studio experience worth 10-25 hours in your Observation category (Depending if it's a Modular or Comprehensive Program) – get signatures each time you finish a shift.

#### **Practice Teaching:** (Full Course = 100 hours of Practice Teaching / Charting)

- You practice teaching with classmates, family, or friends as you also integrate your charting skills.
- Studio practice teaching time is included, free of charge, with classmates only, by reservation with the assistance of staff. You may not schedule yourself or arrive unannounced, paying studio clients and studio trainers get preference in booking and equipment usage at all times. A staff Pilates Instructor must be on the premises for you to utilize equipment. If an Instructor is not present, Mat work ONLY may be practiced. Rental fees apply (\$10 pp) for outside "clients" (other than classmates). You must reserve a time on the schedule and have the "client" sign the Studio's Liability Waiver and Intake form before training. You must review the intake form for possible issues before training – ask "Instructor" for guidance!
- You must obtain Student Insurance and provide it to the Studio before training or practicing any exercises in the Host Studio. Studio may have discounted Insurance Information for you – please ask or call Headquarters
- You agree to restore all equipment to "Neutral Position" return all props and maintain a safe environment. (No props or equipment left in a hazardous manner) during and after your session.
- While in the PSC Program, you agree to practice and teach only what is taught in the Program and shown in the Manual (no experimental props, exercises or exercise variations) Practice Manual material only in host Studio.
- If any injury occurs while training in the Host Studio, a full Incident Report will be made and signed by all parties and kept on file in the Host Studio.

#### **Self-Integration:** (Full Course = 40 hours of Self Integration)

- Involves you taking Pilates private/semi private or mat class with qualified Instructors not other students or classmates) may be done anywhere at your expense.
- Inquire with your "PSC Instructor" about any discounts they may offer to you. We encourage you to diversify this as much as possible. (Please keep video/DVD workouts to a minimum)

Client Assessment Project: (Full Course = 45 hours Client Assessment and Programming Project) Involves you creating a way to asses a "client": what form will you use? What will you ask? How will you use this to program the session? You will chart the client's progress during your practice teaching hours. You may use more than one client to do this project. Submit this project with your other hours/logs. Your "Instructor" may have samples on file for you to review. Be creative, be individual.

Anatomy Thesis Project: (Full Course = 25 hours Anatomy Thesis Project) Involves you creating a presentation on the topic from Nuts and Bolts or Philosophy chapters to present to your class. (Ex: Kyphotic posture, Teach Grounding to the group, etc.) What materials will you use to present? What will your handout contain? You will present for approx. 3-5 minutes in class towards end of course for 25 hours credit. Your "Instructor" may assign if needed. Your "Instructor" may have samples on file for you to review. Be creative, be individual.

### Other:

- Vulgar language, gossip, or rudeness is not appropriate in any Studio; you represent "PSC" and are building a reputation for yourself – please be professional.
- If you have a conflict with another student, or "Instructor" in the Studio, you are expected to manage it with the utmost respect, and professionalism and may call on "PSC" Directors to assist in any way. "PSC" will attempt to resolve the issue if called upon to do so.
- Complete your Log Sheets completely: ALL information at the top of each Log Sheet is vital. Incomplete information will delay your Certificate/Diploma
- "PSC," or Host Studio, cannot credit you lost time sheets for any hours. Copy them periodically with your name and contact number in case of loss
- An authorized "Instructor" must sign time sheets at the time of observation/apprenticeship.
- If any student falsifies hours or cheats, they will be terminated from the course with no refund or Certificate of Completion.
- Violation of any of these terms may result in loss of observation/apprentice or practice time privileges.
- If you are having issues completing your hours, ask for help from your "Instructor" or a "PSC" Director we are here to assist
- Upon successful graduation, students may audit previously taken modules, free of charge, by reservation only on a limited 1-2hour basis as an observer only.

Certificate of Completion: Once a student has completed the Comprehensive Program /module, successfully fulfilled all hours, passed all quizzes and tests, and submitted all projects, the student shall receive a Certificate of Completion specifying a Comprehensive Program or any portion thereof. Students have six months (after the Final Exam date) to complete all re-exams, hours and projects

prior to receiving a Certificate of Completion. Failure to complete by the six-month mark will yield no refund, certificate or retest. Extensions will be considered on a case-by-case basis. "PSC" does not guarantee that by enrolling in the course a certificate will be given. "PSC" coursework or holding a Diploma/Certificate of Completion does not guarantee employment or rental privileges with "PSC" Host Studio or any other Pilates Studio. Once you graduate (with a Certificate) you must get Studio approval to continue renting space to train clients and full rental rates and full insurance coverage will apply as well as any applicable Studio Contracts etc. For all PSC Graduates, PSC has a job board PilatesSportsCenter.com

Any tampering with or falsification of a certificate is trademark infringement against Pilates Sports Center and will be grounds for revocation of all certificate of completion status with "PSC." An Ethics Violation Report to the appropriate Pilates agency (PMA and/or any other) and possible legal action may be taken. You may not refer to yourself as "Pilates Certified" unless you have taken and passed the PMA Certification Exam.

The Manual: A photographic and detailed manual has been created for each module of the "PSC" Program that outlines each Pilates exercise with its name, alternate name, contraindications, muscular focus, intention, set up, movement, monitor points, cues, modifications and variations if applicable and any special notes pertaining to the exercise. Please write your name and phone or email in each Manual you are given. One copy of each Manual is included in the cost of the Program. If you are attending a Modular Program you are only entitled to that Manual. A Manual will be issued when payment has been made, a deposit does not entitle a student to a Manual. Manuals are given on day (1) one of a module, not prior to. Only Graduates of the Program can purchase replacement Manuals. If your Manual is lost or stolen, you will be responsible for the replacement cost of the Manual or of those section(s). "PSC" has gone to great lengths to provide you with the most comprehensive Manual available. The student specifically acknowledges that he/she shall not cause or permit the manual to be sold, traded, copied, duplicated, photographed, scanned, entered into any form of electrical or mechanical memory bank of any kind or replicated in any form or fashion. This includes Xeroxing the Manual to make flash cards or study materials, to reduce or expand its size or for any other reason. He/she further acknowledges that a violation of this provision will cause "PSC" immediate and irreparable harm for which the financial damages to "PSC" may be difficult or impossible to calculate, either in the present or future, and that such a violation shall constitute a substantial and material violation of law. The manual and/or all parts thereof, have either been copyrighted nationally and/or internationally by "PSC". The student acknowledges these manuals and the right to reproduce and disseminate them are exclusively owned by "PSC". Each student agrees that he/she will permit no act, either of commission or omission, which would in any way interfere with or abrogate "PSC"'s copyright. All legal rights are expressly reserved.

Covenant Not to Compete: Student agrees that Student will not compete with "PSC", solicit "PSC" clients or the clients of any "PSC" Host Studio, or operate a Pilates Studio OR a Pilates Teacher Training Program within a radius of seven (7) miles from any Studio licensed by "PSC" to conduct Pilates Teacher Training. This non-competition clause shall be binding for a period of three (3) years following from the date of this Contract or the date of graduation, whichever is later, and Student agrees that this covenant shall be binding on any of his/her agents or employees.

Altering the Program: No "PSC" Master Trainer "Instructor" has the authority to alter any part of this Student Contract either verbally, in writing or in practice, without express written permission from the Program Directors at "PSC" Headquarters in Encino, CA, including, tuition, requirements, course content, the Manual either by duplication, addition or omission or the course schedule. No "PSC" Master Trainer shall unreasonably withhold any part of the Program or Diploma from the Student. Student has the right to file a grievance as outlined below if this Contract is not upheld by the "Instructor".

Student Grievance and Non-Discrimination Policy: Pilates Sports Center (PSC) is committed to a policy against legally impermissible, arbitrary, or unreasonable discriminatory practices. All "PSC" personnel including the Directors, Master Trainers/"Instructors," staff, and students are governed by this policy of nondiscrimination. Pilates Sports Center Teacher Training Program (the "Program"), in accordance with applicable federal and state law and Pilates Sports Center policy, prohibits discrimination, including harassment, on the basis of race, national origin, color, creed, religion, sex, age, disability, gender identity, gender expression, or sexual orientation, medical condition (cancer-related), ancestry, marital status, citizenship, or status as a veteran or special disabled veteran.

#### I. Purpose and Scope

A. The purpose of this procedure is to provide "PSC" students an opportunity to resolve complaints alleging discrimination based upon any of the above listed grounds. This procedure is also available for the resolution of complaints alleging inappropriate application to a student of any other rules or policies of the "PSC" Program. It is the intent of this procedure that student complaints should be resolved, if at all possible, in the "PSC" Program Host Pilates Studio ("Studio") where they arise.

- A. Director or "Instructor": The person or persons designated to receive, investigate, mediate, and resolve complaints brought under this procedure.
- B. Student: An individual who (a) is enrolled in or registered in the Program; (b) has completed the immediately preceding term and is eligible for reenrollment, including the recess periods between academic terms; or (c) is on approved Leave of Absence status.
- C. Respondent: The person designated to answer or respond to the complaint. Generally, the respondent would be the head of the Studio in which the violation allegedly occurred.

D. Notification: Notification takes place two days after the date of posting of any document in the United States mail, properly addressed. Written communications to a complainant are properly addressed when sent to the address given in the complaint or the last address given since the filing of the

E. Time: All time periods referred to in this procedure refer to calendar days.

#### III. Studio Level Resolution Procedures

A. Informal Process: Before filing a grievance under this Policy, a student should attempt to resolve the matter informally with the person alleged to have committed the violation, or with the head of the Studio in which the alleged violation occurred, or both of them. Attempts to resolve the matter informally should be completed within two (2) days from the time at which the student knew or could reasonably be expected to have known of the action being grieved.

#### IV. Formal Resolution Procedures

A. Filing: If the student is not satisfied with the outcome of the studio level resolution, the student may file a formal student grievance with "PSC" Directors within five (5) days of notice of the outcome of the studio level process. Student grievances must be in writing and signed by the student. Grievances must contain the student's address and phone number to the extent available, a detailed statement of the specific action being grieved, the approximate date when the action took place, the resulting injury or harm, the specific policy, or rule alleged to have been violated (if known), a description of the evidence supporting the grievance, whether informal procedures were available and completed, and the remedy or relief requested. It is the responsibility of the complainant to update the "PSC" Director or "Instructor" as to the appropriate address to use throughout the grievance

B. Initial Review: Upon receipt of a formal student grievance, the Directors of "PSC", shall promptly review the grievance and make an initial determination regarding whether the grievance is complete, timely, within the jurisdiction of the Student Grievance Procedure, and alleges facts, which if true, would constitute a violation of "PSC" policy. The Directors shall complete initial review of the grievance and notify the complainant of the determination in writing within five (5) days of the receipt of the complaint. If the Directors determine that the grievance is incomplete, the student will have two (2) days from the date of the written notice to make the grievance complete. If the student fails to make the grievance complete, the grievance will be dismissed. If the Directors determine that the grievance is untimely, outside the jurisdiction, or factually insufficient, the grievance will be dismissed. The Directors may investigate some issues and dismiss others pursuant to this review process. If a complaint is dismissed, the Directors will provide the student with a written explanation of the basis for the dismissal.

C. Investigation Process: The Investigation Process shall remain confidential. The "PSC" Director will commence the investigation by contacting the "Instructor" of the Program and any other parties. The Director may seek to mediate a resolution or negotiate an administrative settlement of the grievance at any time during the course of the investigation. If the Director believes Mediation to be the best resolution, the Student agrees to participate, if the alleged accused party is a Student or "PSC" Staff. If a resolution satisfactory to both the grievant and the respondent is reached, the Director will notify both parties of the voluntary resolution in writing and the grievance will be dismissed.

#### V. Disciplinary Procedures

All matters of discipline against a "PSC" "Instructor" shall be confidential, and the Student shall only be notified that discipline has been imposed. Discipline is a matter of Employee/Employer relations. The purpose of thisπ Grievance Policy is to remedy the harm done to the grievant and not to impose punitive sanctions on "PSC" "Instructor" or other students. However, in some cases, the proposed corrective action may include a recommendation for disciplinary action to be taken against a "PSC" "Instructor" or student. Any disciplinary actions arising from the subject matter of such complaints shall be in accordance with established policies of "PSC" including, but not limited to:

- The Student Contract This contains "PSC" guidelines on student conduct and student disciplinary procedures 1.
- Master Trainer Agreement This contains "PSC" policy on Pilates Sports Center Code of Conduct

Sexual Harassment Policy: Sexual Harassment is defined as unwelcome verbal, visual, or physical conduct of a sexual nature that is severe or pervasive and affects working conditions or creates a hostile work environment.

#### **Examples:**

- · Verbal or Written Comments about clothing, personal behavior, or a person's body; sexual or sex based jokes; requesting sexual favors or repeatedly asking a person out; sexual innuendoes; telling rumors about a person's personal or sexual life; threatening a person.
- Physical Assault; impeding or blocking movement; inappropriate touching of a person or a person's clothing; kissing, hugging, patting, stroking.
- · Non-verbal Looking up and down a person's body; derogatory gestures or facial expressions of a sexual nature; following a person
- Visual Posters, drawings, pictures, screensavers or emails of a sexual nature

Procedure: Any student who feels they have been subject to sexual harassment should take the following actions:

- Speak directly to the source of the discrimination.
- If this is not a reasonable option, or if such an option does not remedy the situation, speak with your "Instructor" or Studio owner.
- If this is not a reasonable option, or if such an option does not remedy the situation, speak with the "PSC" Directors.
- If this is not a reasonable option, or if such an option does not remedy the situation, document all relevant facts and send documentation to: Pilates Sports Center, Attn: Directors, 16430 Ventura Blvd Suite 100, Encino, CA 91436

I have read and understand the above procedures and commit to following the steps delineated if I feel I have been made a victim of sexual harassment. Students who are found to have sexually harassed or knowingly filed a false complaint of sexual harassment against another employee, student, or "Instructor" shall be subject to disciplinary action, including termination and dismissal from Program with no refund or Certificate of Completion. The student may cancel this contract at any time prior to midnight of the third (3) business day after signing this contract.

Mailing Address: Pilates Sports Center, Attn: Directors, 16430 Ventura Blvd #100, Encino, CA 91436

Email: Admin@PilatesSportsCenter.com Phone: 818-788-8112 OR 800-604-"PSC"I (7724)

Student can also fill out this form (found on the "PSC" website Teacher Training page) to describe your case. Once you submit the form, a Director will contact you. All information you provide will remain confidential.

Release of Liability: In consideration of being allowed to participate in any way in any Pilates Sports Center Training Program, related events, and activities (the "Program") conducted at The Pilates Studio LLC (the "Studio"), the undersigned acknowledges and agrees as

- 1. I understand that there are inherent risks of bodily injury, permanent paralysis, death, and property damage and loss, involved in participating in the Program, including, but not limited to, risks relating to the use of Pilates and other exercise equipment, use of the Studio facilities in which the Program is held, and training and instruction by Studio employees and contractors. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I knowingly and freely assume all such risks relating to my participation in the Program, both known and unknown, and expressly agree to assume full responsibility for all bodily injury, death, property damage, and theft or loss of personal property, that might result, no matter what the cause, including the ordinary negligence of the Studio, its employees, agents, or contractors.
- I am voluntarily participating in this Program and willingly agree to comply with the stated and customary terms and conditions for participation. If, however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and immediately bring such to the attention of the Studio management.
- I represent that I am in good physical condition and have no disabilities, diseases, illnesses, or other conditions that could prevent me from exercising or participating in the Program.
- On behalf of myself, my heirs, assigns, personal representatives and next of kin, I hereby waive, release and hold harmless The Pilates Studio LLC and Pilates Sports Center, Inc., and each of their respective affiliates, subsidiaries, parent companies, officers, directors, owners, contractors, agents and/or employees, and if applicable, owners and lessors of the premises used to conduct the Program (collectively, the "Releasees"), from any claims, demands or actions, including those for personal injury, disability, property damage or death, liabilities or losses suffered by me while participating in the Program or using the Studio premises, whether arising from the ordinary negligence of the Releasees or otherwise, to the fullest extent permitted by law.

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

> Student: Keep this Contract for your records and to answer future questions ....Signature on Next Page....

## This Signature Page will remain in the Student's File

PSC Student Contract – Print, Sign, and Return to Instructor: By signing this document, you agree: "I have read, fully understand, and will abide by all rules and policies delineated in the "Student Contract." This contract is between The Pilates Studio LLC, 1052 Oak Forest Drive #320, Onalsaka Wi 54650 and; Sign Name Student: Print Name and Date If Student is under 18 years of age the undersigned Parent or Guardian agrees to the above Terms of the Student Contract and Policies. Parent / Guardian Signature Date **PSC Credit Card Authorization Agreement:** (Optional – only if you wish to rent PSC DVD's of the Program for home study or any other DVD's or books from the Studio's Library. Please complete this form to authorize The Pilates Studio LLC To charge your credit card for: any unpaid tuition, tutoring fees, re-test fees, rental fees, replacement manuals, lost or damaged books, DVD's or other library material owned by the Studio (\$39.00 per DVD or book). Original signature required – please do not Fax. Name (as listed on CC): Print \_\_\_\_\_ Today's Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_ Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Type of Card: \_\_\_\_\_\_ Security Code (3 digit) on back: \_\_\_\_\_ This authority will remain in effect until I have either cancelled it in writing with 30 days' notice or upon issuance of cash or money order/cashier's check in the amount of the full remaining balance. If funds are not available at the time that we attempt to debit your card, you will still be required to remit payment via check or cash within 5 days of the prescribed deadline.

Card Holder Authorized Signature: