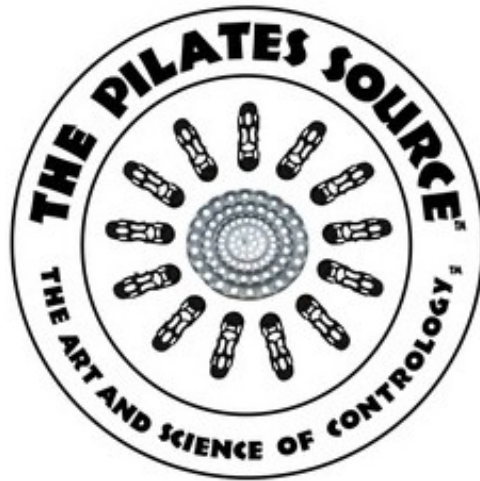


# *The New York Pilates Studio® Teacher Certification Program*



The New York Pilates Studio®  
Telephone: 1-212-245-8367  
E-mail: [spgpt@pilates-studio-ny.com](mailto:spgpt@pilates-studio-ny.com)



# **Application**

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

## Introduction

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

The New York Pilates Studio® Teacher Certification Program continues the rich tradition of the first Professional Certification Program started in 1992 by Pilates Inc., and Sean Gallagher the 5<sup>th</sup> owner of Joseph Pilates original studio business. Dedicated to providing instruction and continuing education in Joseph Pilates work it is our mission to preserve and continue to promote the highest standards in Pilates education and professional training for future generations.

## Overview

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

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

The Comprehensive Teacher Certification Program is comprised of two parts, which are:

1. 3 separate - 3 day system workshops, or two 5 day intensives, and
2. Apprenticeship.

The apprenticeship is divided into three phases, each entailing approximately 200 hours:

1. Observation and personal training - 200
2. Assisted Apprentice teaching - 200
3. Independent Apprentice teaching - 200

Exams are administered upon completion of each phase. Certification is issued once the Apprentice has attended all of the system workshops, and completed all phases and exams successfully.

## Course Formats & Descriptions

### Systems Workshops

The workshops covering all the apparatus and mat work are broken down into three segments, 3 days each, of beginner, intermediate, and advanced systems and must be taken in sequential order. Required Reading books will be discussed, and Apprentice will be tested on these books.

**Part 1: Beginner System:** Beginner system focuses upon technical and teaching aspects of all the apparatus at this level minus the Ped-O-Pul, and baby chair. 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 Mr. Pilates system understanding of his method. Modifications for physical limitations are taught.

**2 - 5 Day Intensive Course** These intensives combine all of the material from all three systems, beginner through advanced, into two modules of 5 consecutive days. Application is limited to Apprentices who have extensive Pilates experience, and who are in excellent physical condition. And is also taught when the program is provided outside of the USA Approval is subject to audition/interview as conducted by TNYPS™

### Application Process

Prerequisites:

1. 35 private sessions inclusive of up to 10 mat classes given by an instructor certified through the TNYPS™ (or its predecessor Pilates Inc.) Teacher Certification Program (“Certified Instructor”) are prerequisite to applying to the Program. 75 private sessions, inclusive of the prerequisite 35 total classes, as referenced above, are required during the apprenticeship prior to graduation. At least 35 private sessions must be taken at the Certification Center of origin.

2. Written application including:
  - Apprentice Bio (Also required for Bridge Program) See Appendix B
  - Enrollment Agreement (Also required for Bridge Program)  
See Appendix C
  - \*Medical History Form (Also required for Bridge Program)  
See Appendix D
  - Non-Compete & Confidentiality/Non-Disclosure Agreement  
(Also required for Bridge Program) See Appendix E
3. 1 personal & 1 professional letter of recommendation (Also required for Bridge Program)
4. Personal interview & practical assessment at the Certification Center of origin with Center Director or Teacher Trainer.

## **Tuition, Enrollment, & Program Fees**

Apprentice tuition is: \$4,500.00 US dollars. Tuition does not include:

- Prerequisite interview & practical assessment (\$125.00)
- Cost of mandatory pre-requisite private sessions taken prior to and during the Program.
- Cost of liability insurance (required of each Apprentice including the Bridge Program)
- Cost of traveling to Workshops/Intensive/Anatomy Seminar
- Testing per every 200 hours, and retests, where necessary

As follows:

(200 hours; \$150.00) practical, oral Q & A

(400 hours; \$150.00) practical & written, oral Q & A

(600 hours; \$150.00) practical, written, oral Q & A,

- Understanding Joe's Contrology<sup>®</sup> seminar, \$275.00 Live or Virtual (required to be taken during the apprenticeship.)

### **Tuition Payment:**

\$500.00 deposit with application \$4000.00 upon acceptance to the Program

Alternate payment arrangement may be available upon request; however, there will be an additional administrative fee. Please call Sean Gallagher at 212-245-7278.

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

Cancellations prior to official Program acceptance will result in a \$100.00 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. Upon receipt of a fully completed application, candidates will be contacted by the Certification Center to schedule their interview, and practical evaluation.

## The Teacher Certification Program Apprenticeship Requirements

The apprenticeship consists of 600 hours logged with a Certified Instructor at a recognized Certification Center or other training center recognized in writing as a Pilates Guild® recognized center by The Pilates Source® (The last 200 hours must be logged at the Certification Center of origin).

60 hours of documented practice per month are necessary for active Apprentice status, along with monthly attendance at apprentice meetings via zoom. Centers reserve the right to terminate Apprentices who do not adequately satisfy all requirements. Special Exceptions can be made only at the sole and absolute discretion of TNYPS™. Apprentices shall submit a written request specifying reasons for requesting an exception.

Apprentice logs will be issued by the Certifying Center and must be signed by the supervising instructor regularly (Ideally at the end of every observation day but no less than every 25 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 New York Pilates Studio®. Apprentice must submit to TNYPS™ a written request setting forth in detail the extenuating circumstances at least one month prior to the end of the apprenticeship year.

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

During the apprentice program (including the Bridge Program) the apprentice shall be required to teach at the Certifying Center of origin and the apprentice will rent space for their sessions at the certifying studio's current rental rate.

Zoom meeting is monthly and required to attend. Each month Sean will schedule at the same time a meeting to discuss any questions or issue that students are having any concerns or difficulty with. It will be one hour in length.

Observation on Zoom – This is a limited service and only if unable to attend observations live in studio. Observation needs to be done at Certifying Center where training was done. This will be a case to case basis.

- Apprentice will need to contact each teacher that is fully certified and recognized to be able to do Zoom observations.
- Apprentice will need to contact approved teachers to set up times for observation as not all sessions are appropriate for observation.
- Recorded classes do not count, apprentice needs to log on and be present during any time they want to use for observation hours.
- Apprentices' camera and microphone need to be off during entire observation session and they cannot ask the client being observed any questions. Or contact client before during or after session they have observed.

## **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 Sean Gallagher or instructors selected by the TNYPS™

## **Levels of Exams:**

200 hours-practical & basic question & answer

400 hours-practical & written

600 hours-practical, oral, & written

## **Failure to pass:**

- 1.) 1st failure requires an additional 10 hours of apprenticeship before retesting
- 2.) 2<sup>nd</sup> failure, and each additional failure, requires 25 hours of additional apprenticeship hours
- 3.) A retest fee in the amount of
  - \$150.00 will be charged for each Basic retest.
  - \$150.00 will be charged for each Intermediate retest.
  - \$150.00 will be charged for each Advanced retest.

## **Leave of Absence Policy**

The apprenticeship reflects a physically intense learning and working 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 TNYPS™. 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 TNYPS™ outlining in detail reasons for a leave of absence.

## **Transferring between Certification Centers:**

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



**\* Application Checklist \***

- 1. Prior sessions logs documenting 35 Pilates lessons**
- 2. Completed Apprentice Bio & Enrollment Agreement (Also required for Bridge Program)**
- 3. 1 professional, 1 personal reference letter (Also required for Bridge Program)**
- 4. \$500.00 deposit made payable to Training Center.(Also required for Bridge Program)**
- 5. Medical health history form and letter from physician stating that applicant is physically capable of participating in the Certification Program. (Also required for Bridge Program)**
- 6. A signed Enrollment Agreement (Also required for the Bridge Program)**
- 7. Signed non-competition and confidentiality/non-disclosure agreement (Also required for the Bridge Program)**
- 8. Signed General Release Form (Also Required for the Bridge Program)**
- 9. Signed copy of this Application and, if applicable, the Bridge Certification Program.**
- 10. Failure to sign and submit any of the above will result in either the apprentice not being accepted and if they have been accepted, they will not be given a certification unless all signed documents are in their file.**

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

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

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date:

## Appendix A

### The Bridging Program

Richtone Design Group LLC. and the New York Pilates Studio® Teacher Certification Program (“Program”) welcome people certified through other reputable Pilates organizations who desire certification in our program.

TNYPS™ 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 pilates tradition, we will do an individual assessment for each applicant, customizing their unique “bridge” program requirements to meet their individual needs as follows:

1. Initial interview & intake meeting with Teacher of Teachers (can be done by phone, or video), however, a direct meeting is preferred.

2. Practical & Oral Q & A, two phase assessment of teaching and performing exercises through the advanced repertoire:

Phase I - mat, reformer, chair

Phase II - Cadillac, Barrels, Ped-O-Pul, Magic Circle, W\\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 \$150.00 to training center where training will be happening.

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

## Tuition

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

All other Bridge students will be evaluated, and the number of hours required, up to 300 will be specified. In all cases the Bridge student must take all three trainings (beginner, intermediate and advanced). The Tuition for the Bridge Program will be \$3,000.00 Payment will be made as follows:

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

Private lessons are not included in the cost of tuition. There will be a final oral, practical, and written exam once all hours have been completed.

Apprentices in the Program must also attend monthly apprentice meetings Via Zoom. All exams must be passed to achieve certification.

Retests shall be given at the original cost of the exam per retest; provided that if the final exam is not passed, up to 25 hours of additional apprenticeship hours shall be required before the exam is retaken. Apprentices in the Bridge Program will be required to teach at the Center and be observed by the Center Director.

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

Bridge applicants will be free to continue to teach outside of the Certification Center; however, they may not in any way refer to themselves as certified by the Program or use the trademark The New York Pilates Studio<sup>®</sup>, The Pilates Guild<sup>®</sup>, The Pilates Source<sup>®</sup>, in any manner.

Bridge applicants must compile 8 hours of continuing education credits per year as offered by the TNYPS<sup>™</sup> to maintain full certification status in the Program.

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

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix B

### The New York Pilates Studio® Teacher Certification Program 2019-2021

#### Apprentice Bio

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (day) \_\_\_\_\_ Evening \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Certification Center: \_\_\_\_\_

Prior Pilates Experience:

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Instructor's name: \_\_\_\_\_

phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Number of Sessions: \_\_\_\_\_

Name of Studio: \_\_\_\_\_

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

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

Which pilates apparatus do you have experience with?

Total number of sessions in the past 6 months? \_\_\_\_\_

## Appendix C

### Enrollment Agreement

Check one:

I am enrolling for the 600-hour Apprentices Program

I am enrolling for the Bridge Program

1. By signing this agreement, I the Apprentice, acknowledges that I have read and understand all of the requirements and guidelines of the Application for the TNYPS™ Teacher Certification Program, including without limitation the Bridge Program (collectively “Program”), and that I agree to all of its terms, conditions and regulations.
2. The Apprentice agrees to participate in the Program at their own risk and hereby releases the Richtone Design Group, LLC, The New York Pilates Studio®(TNYPS™) and the Program and their respective principals, officers, directors, employees, representatives, and their successors and assigns from any and all liability resulting from his/her involvement in the Program including without limitation, any injury or death resulting from my participation in the Program.
3. State and country laws may vary regarding the uses or application of the lessons and/or procedures taught in the Program. The TNYPS™ 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 Pilates Guild®.
4. The TNYPS™ reserves the right to terminate any Apprentice from the Program for conduct which violates TNYPS™ 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 TNYPS™ in its sole and absolute discretion. Apprentices must be able to physically exercise in seminars and Apprenticeship to be eligible for certification. The TNYPS™ reserves the right to suspend Apprentices who cannot participate fully in the Program.
5. Refund Policy: No refunds are given once the Apprentice is accepted into the Program.

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 TNYPS™ The New York Pilates Studio®, The Pilates Guild®, The Pilates Source®, Joe's Contrology®.

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 TNYPS™ 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 TNYPS™, 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 during 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 TNYPS™. 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 RICHTONE DESIGN GROUP LLC AND TNYPS™ 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 Pilates Guild® and or The Pilates Source™ every 12 months following the date of certification.

10. The rights and obligations of Richtone Design Group, 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 Richtone Design Group, LLC, the undersigned applicant and their respective employees, officers, directors and successors in interests and assigns.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

Print Telephone Number: \_\_\_\_\_

Print Email Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Tuition deposit enclosed: \$

Payment Method: \_\_\_\_\_ Check

**All Checks payable to: Richtone Design Group LLC**

**Appendix D**

**The New York Pilates Studio®  
Teacher Certification Program**

**Applicant Apprentice Medical History Form**

**2019 - 2021**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

Please list medications, if any:

Frequency of exercise, and any additional relevant activity:

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

Hospitalizations or surgeries, and dates:

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

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## Appendix E

### AGREEMENT NOT TO COMPETE AND NOT TO DISCLOSE CONFIDENTIAL INFORMATION

I, \_\_\_\_\_, hereby understand and agree, that in consideration of my application as a candidate for certification as an Apprentice in the Teacher Certification Program offered by Richtone Design Group, LLC (herein called the "Program") I shall comply with the following material terms and conditions of my training and certification:

1. I understand and agree that all records, whether original, duplicated, computerized, memorized, handwritten, or in any other medium or form, and all information contained therein, including names, addresses, phone numbers, and financial information of any account, customer, client, customer lead or prospect ("Accounts") of TNYPS™ or any TNYPS™ Certification Center ("Center"), are confidential and are the sole and exclusive property of TNYPS™ and/or the Center. This information, whether provided to me by TNYPS™, 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 TNYPS™ or any Center either in original form or in computerized, duplicated, or copied form except with the written permission of the TNYPS™. 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 TNYPS™ and/or the Centers and shall be treated by me as confidential information of TNYPS™ and the Centers. I agree not to divulge or disclose this information to any third party and under no circumstances will I reveal or permit this information to become known by any competitor of Richtone Design Group, LLC. Or TNYPS™ 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 TNYPS™, 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 TNYPS™. or the Centers. and this information is confidential and used only 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 Richtone Design Group, LLC, TNYPS™, and/or the Centers and are deserving of trade secret status and protection.

If, at any time, I resign from the Program, provoke my termination, am terminated for cause, or cease my association with Richtone Design Group, LLC, TNYPS™, and/or any Center (through graduation, certification, etc.), I agree THAT FOR A PERIOD OF FIVE YEARS following my termination for any reason, I will not solicit by mail, by phone, by personal meeting, or by any other means, either directly or indirectly, any Account of either directly or indirectly, any Account of Richtone Design Group, LLC, TNYPS™ or any Center that I attend during my Apprenticeship in the Program whom I served or whose name became known to me during my Apprenticeship in the Program. My agreement "not to solicit" means that I will not, DURING MY APPRENTICESHIP AND FOR A PERIOD OF FIVE YEARS thereafter, initiate any contact or communication, of any kind whatsoever, for the purpose of inviting, encouraging or requesting any Account:

- (a) To transfer from any Center to me or to my new employer or to any third party whether an individual or other legal entity, or to any studio or place where I am teaching Pilates or any exercise program similar to Pilates, or
  - (b) To open a new account with me or with my new employer or with any third party whether an individual or other legal entity, or with any studio or place where I am teaching Pilates or any exercise program similar to Pilates or
  - (c) To otherwise discontinue its patronage and business relationship with any Center. The intent of this paragraph is to be broad and all encompassing so as to prevent any prejudice to any interests of any Center, Richtone Design Group, LLC, TNYPS™.
3. In the event of termination and/or completion of my Apprenticeship in the Program at a Center, I shall (i) not solicit, for a period of Five years from the date of termination of my service, 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.
4. Geographic Limitation. During my Apprenticeship in the Program, and for a period of five years after the termination of my Apprenticeship for any reason whatsoever or completion of my Apprenticeship, whichever occurs last, I shall be prohibited from competing in any manner, either directly or indirectly, with the business of any teaching of any Pilates exercise program or program similar to the Pilates exercise program where that exercise program is based directly or indirectly upon the principles of the Pilates methodology, whether or not such exercise program is called Pilates or some other name. I shall be restricted from competing in the following areas:

A five mile radius from the location of any of the Certifying Centers set forth in Paragraph 15 herein or any Center that I attend during my Apprenticeship in the Program whom I served or whose name became known to me during my Apprenticeship in the Program. My agreement "not to solicit" means that I will not, DURING MY APPRENTICESHIP AND FOR A PERIOD OF FIVE YEARS thereafter, initiate any contact or communication, of any kind whatsoever, for the purpose of inviting, encouraging or requesting any Account:

- (a) to transfer from the any Center to me or to my new employer or to any third party whether an individual or other legal entity, or to any studio or place where I am teaching Pilates or any exercise program similar to Pilates, or
- (b) to open a new account with me or with my new employer or with any third party whether an individual or other legal entity, or with any studio or place where I am teaching Pilates or any exercise program similar to Pilates or
- (c) to otherwise discontinue its patronage and business relationship with any Center. The intent of this paragraph is to be broad and all encompassing so as to prevent any prejudice to any interests of any Center, Richtone Design Group, LLC, TNYPS™.

5. In the event of termination and/or completion of my Apprenticeship in the Program at a Center, I shall:
- (i) Not solicit, for a period of Five years from the date of termination of my service, any of the clients or prospective clients of any Center whom I served or whose names became known to me while working as an Apprentice in the Program at any Center, and
  - (ii) Return any original records and purge or destroy any computerized, duplicated, or copied records referred to in paragraph 1 AND 2 which have been removed from the premises of any Center in any form.
6. Geographic Limitation. During my Apprenticeship in the Program, and for a period of five years after the termination of my Apprenticeship for any reason whatsoever or completion of my Apprenticeship, whichever occurs last, I shall be prohibited from competing in any manner, either directly or indirectly, with the business of any teaching of any Pilates exercise program or program similar to the Pilates exercise program where that exercise program is based directly or indirectly upon the principles of the Pilates methodology, whether or not such exercise program is called Pilates or some other name. I shall be restricted from competing in the following areas:  
A five mile radius from the location of any of the Certifying Centers set forth in Paragraph 15 herein.

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 Richtone Design Group, LLC, TNYPS™ that the restrictions contained in this agreement are very important and I have been told to have this restriction as well as the rest of this agreement reviewed by an attorney of my choice prior to my signing the agreement. I understand that the Center(s) business may be severely harmed if I defaulted under any of the provisions of this agreement.

7. In the event I breach any of the covenants of any of the preceding paragraphs I agree that TNYPS™ & any Center will be entitled to injunctive relief. I recognize that TNYPS™ & any Center will suffer immediate and irreparable harm and that money damages will not alone be adequate to compensate TNYPS™ 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 TNYPS™ or any Center all records whether original, duplicated, computerized, handwritten, or in any other form whatsoever, and that I be enjoined and restrained from using or disclosing any information contained in such records; and
  - (b) that I be further enjoined and restrained, for the periods set forth in this agreement, from accepting business from any Account who was solicited in violation of this agreement or whose records and 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 judicial district or county in which the Center is located or in which the offices of TNYPS™ are located at the option of the TNYPS™. This Agreement shall be construed, governed by, and enforced in accordance with the laws of said jurisdiction.
8. 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.
9. I agree that should it become necessary for TNYPS™ or any Center to file suit to enforce the covenants contained herein, and any court of competent jurisdiction awards TNYPS™ or any Center any damages and/or an injunction due to my acts, then TNYPS™ and/or the Center shall be entitled to recover its costs incurred in conducting the suit, including reasonable attorneys' fees and expenses.

10. 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.
11. 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.
12. TNYPS™'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.
13. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.
14. This Agreement shall be governed in all respects, including validity, interpretation, and effect by the laws of the State of New York without giving effect to the conflicts of laws principles thereof.
15. For the purposes of this agreement, the term Certifying Centers shall be deemed to mean any location(s) where the TNYPS™ has now or in the future may license the Program to be taught. Currently the Centers are:

<p>The NY Pilates Studio  330 West 42<sup>nd</sup> Street,  Ground Floor  New York, NY 10036  Telephone: 212-245-7278  <a href="#">The New York Pilates Studio®</a>  <a href="mailto:spgpt@pilates-studio-ny.com">spgpt@pilates-studio-ny.com</a></p>	<p>Rhinebeck Pilates  6400 Montgomery Street,  Second Floor  Rhinebeck , NY 1257  Telephone: 845-876-5686  <a href="#">Rhinebeck Pilates</a>  <a href="mailto:elaine@rhinebeckpilates.com">elaine@rhinebeckpilates.com</a></p>
<p>The Pilates Work Center  San Ramon Norte  97117 Merida Mexico  Telephone: 9993053452  <a href="#">pilatesworkcenter</a></p>	

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

## Appendix F

### RELEASE OF LIABILITY

1. In consideration of being allowed to participate in the personal fitness training activities and programs of Richtone Design Group LLC, and TNYPS™ 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 TNYPS™ to received 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\_\_\_\_\_).

Date Received: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Social Sec#: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Cell # \_\_\_\_\_ Home #: \_\_\_\_\_