



NEW CLIENT AGREEMENT

This is a new client registration form and agreement (hereinafter, the "Agreement") for the individual whose information is provided in Section 1, below (hereinafter, "Client"). Client desires to be a customer of The Pilates Studio at Hendrick various exercise and education classes, services, and sessions and products subject to the terms and conditions detailed in this Agreement. The Pilates Studio at Hendrick is located at 2110 Pine St., Abilene, Texas 79601.

1. Client Information.

First Name _____ Last Name _____

Street Address _____

City, State, Zip _____

Email _____

Cell Phone _____ Home Phone _____

Birthday _____ Are you Pregnant? _____

Emergency Contact _____

Relationship _____

Emergency Contact's Phone _____

2. Please tell us how you heard about us: _____

3. This page and the ones that follow are the entire agreement.

Client warrants that the information provided by her/him in the Agreement is true and correct. By signing below, Client acknowledges that the Agreement, including without limitation this and the subsequent pages hereof, constitutes its entire agreement with The Pilates Studio at Hendrick related to this subject matter and replaces all prior agreements on this subject matter; provided, however, that that certain The Pilates Studio at Hendrick agreement related to pregnant clients is intended to compliment and extend this Agreement. Client understands that she/he has given up substantial rights by signing this Agreement. Client further agrees that her/his participation in exercise and educational classes, services and sessions and purchases of products offered by The Pilates Studio at Hendrick through its designated instructors and trainers is voluntary and at her/his own risk as just described above. As the undersigned, Client for her/himself and on behalf of her/his children, successors, heirs, assigns, and legal representatives (collectively "myself"), agrees to the foregoing. Further, Client has read and understood this Agreement, and freely and voluntarily signs it without inducement. This Agreement is effective the date written in below. If no date is written in below, then the effective date of this Agreement is the date of Client's first recorded purchase with The Pilates Studio at Hendrick as documented in the software The Pilates Studio at Hendrick uses to track such things.

Name (Print and sign) Date

Parent print and sign (if student is under 18 years of age) Date

4. Policies Specific to Pilates.

For the purposes of this Agreement, Pilates equipment sessions refers to all types of Pilates training sessions and group equipment classes offered by The Pilates Studio at Hendrick that includes the use of any form of Pilates equipment such as a reformer, tower, Cadillac, barrel, chair, and so on.

The Pilates Studio at Hendrick offers Client the opportunity to pre-purchase Pilates equipment sessions at the prices described on The Pilates Studio at Hendrick website. The prices listed on The Pilates Studio at Hendrick website are subject to change in The Pilates Studio at Hendrick's sole discretion, however, purchases by Client of Pilates equipment sessions in future months will continue to be governed by the terms of this Agreement (if and as amended from time-to-time by The Pilates Studio at Hendrick, acting in its sole discretion) even if the prices do change.

Unless specifically noted otherwise herein, purchases of Pilates equipment sessions are a pre-payment for trainings to be held within a specified calendar month at The Pilates Studio at Hendrick. The way this works is that Client confers with The Pilates Studio at Hendrick during or ahead of a particular month. Client then schedules her/his sessions and immediately pre-pays for the number of sessions scheduled. In other words, full pre-payment is due upon session scheduling. All Pilates equipment sessions are 55 minutes long (unless otherwise noted by The Pilates Studio at Hendrick on its website) and are by appointment only. Session times are only guaranteed when they have been pre-paid for. It is incumbent upon Client to attend sessions that have been scheduled by her/him. If Client is late, Client's session will end on time and Client will be charged. Scheduling may be done by calling The Pilates Studio at Hendrick at 325-670-7179 (or such other telephone number as The Pilates Studio at Hendrick may determine from time-to-time) or by visiting The Pilates Studio at Hendrick.

Client is not obligated to continue in The Pilates Studio at Hendrick equipment program. However, once pre-paid for, Pilates equipment sessions are not refundable, nor are credits or transfers of remaining pre-paid sessions allowed. Sessions purchased cannot be put on hold, shared with others, transferred to others, extended or rolled over into upcoming months unless specifically noted otherwise, below. In some cases as described below, certain types of Pilates equipment sessions have limited reschedule rights.

A. Pilates Private Equipment Sessions. If Client has purchased private Pilates equipment sessions, Client has the following limited reschedule rights. Should Client notify The Pilates Studio at Hendrick **by 11:00 AM the day before** a Scheduled appointment that she/he cannot make the appointment The Pilates Studio at Hendrick will use reasonable efforts to schedule a make-up session for Client within the same calendar month, subject to the availability of one of its certified Pilates trainers. However, should a make-up session within the same calendar month not be possible, Client acknowledges that she/her will be charged by The Pilates Studio at Hendrick in full for the private session that she/ he is missing. Client acknowledges that her/his appointment is not considered rescheduled until she/he has received a confirming return phone call or email from The Pilates Studio at Hendrick.

B. Pilates Duet Equipment Sessions. If Client has purchased duet Pilates equipment sessions, Client has the following limited rescheduled rights. Should Client *and* Client's duet Pilates equipment session partner both notify The Pilates Studio at Hendrick **by 11:00 AM the day before** a scheduled appointment that they cannot make the appointment The Pilates Studio at Hendrick will use reasonable efforts to schedule a make-up session for Client and Client's partner within the same calendar month, subject to the availability of one of its certified Pilates trainers. However, should a make-up duet session within the same calendar month not be possible, Client acknowledges that she/he will be charged by The Pilates Studio at Hendrick in full for her/his part of the duet session that she/he is missing. In the event that such a permitted reschedule does occur, should Client or Client's partner still be available, then such individual will have option of purchasing a private Pilates session for the duet time slot that is being let go of. **In the event that Client "no-shows" for a scheduled duet session, Client will be charged for the session.** Client further acknowledges that her/his appointment is not considered rescheduled until she/he has received confirming returned phone call or email from The Pilates Studio at Hendrick.

C. Pilates Trio Equipment Sessions. If Client has purchased trio Pilates equipment sessions, Client has the following limited reschedule rights. Should Client and both of Client's trio Pilates equipment session partners all notify The Pilates Studio at Hendrick **by 11:00 AM the day before** a scheduled appointment that they cannot make the appointment The Pilates Studio at Hendrick will use reasonable efforts to schedule a make-up session for Client and Client's partners within the same calendar month, subject to the availability of one of its certified Pilates trainers. However, should a make-up

session within the same calendar month not be possible, Client acknowledges that she/he will be charged by The Pilates Studio at Hendrick in full for her/his part of the trio session that she/he is missing. **In the event that such a permitted reschedule does occur, should two of the three trio partners still be available, then such individuals will have the option of purchasing a duet Pilates session for the trio time slot that is being let go of. Short of all three trio Pilates equipment session participants rescheduling as described and permitted above, in the event that Client does not attend a scheduled trio Pilates session (for whatever reason) that nonetheless occurs for one or both of Client's other trio session partners, Client acknowledges that she/he will be charged.** Client further acknowledges that her/his appointment is not considered rescheduled until she/he has received a confirming returned phone call or email from The Pilates Studio at Hendrick.

D. Pilates Tower Mat Sessions. The Pilates Studio at Hendrick Pilates tower mat session are group Pilates equipment classes. They have limited reschedule rights as described in this paragraph. Once purchased, a Pilates tower mat class pass expires six months from the date of purchase. Advance reservations are required for tower mat classes, and spots in the class are guaranteed in the order reservations have been made. Purchasing a tower mat class pass is required in order to make a reservation. Should Client notify The Pilates Studio at Hendrick **by 11:00 AM the day before** a reserved tower mat class that she/he cannot make the class. The Pilates Studio at Hendrick will allow the Client to un-book their reservation for later use (subject, of course, to the pass' expiration date).

5. Payments.

Payments by Client for The Pilates Studio at Hendrick various exercise and education classes, services and sessions and products may be made at Client's discretion by check, credit card, debit card, or ACH.

6. Waiver of Liability and Assumption of Risk.

The undersigned Client (or parent or legal guardian of the Client, if the Client is under 18 years of age) acknowledges that The Pilates Studio at Hendrick various exercise and education classes, services, and sessions and products involve an inherent risk, including the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist. Hence, Client hereby knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the releases or others, incident to such activities and takes full responsibility for her/his participation. By purchasing class passes for The Pilates Studio at Hendrick various exercise and education classes, services and sessions, by guardian, as the case may be) represents that they are in adequate physical condition based on their own assessment, and are not relying on any representations made by anyone at The Pilates Studio at Hendrick. Clients waives any claim or right of action against The Pilates Studio at Hendrick and its officers, shareholders, employees and agents for loss, claims, suits expenses, liabilities, damages or legal fees incurred on account of any loss or injury to the Client or the Client's property (including personal information) incurred in connection with and/or as a result of the Client's attendance at such classes, services or session The Pilates Studio at Hendrick and/or the use of The Pilates Studio at Hendrick's facilities or services and/or purchases of products or services at The Pilates Studio at Hendrick.

7. Miscellaneous.

The Pilates Studio at Hendrick makes no warranties and no representations, express or implied, other than those expressly set forth herein. If any portion of this Agreement is held by a court of law to be unenforceable, such portion shall be disregarded and the remainder shall remain in full force and effect.

————— END OF AGREEMENT —————