

TERMS OF USE & RELEASE OF LIABILITY FOR ERICA BREEN PILATES

These Terms are a legal agreement between you and Erica Breen Pilates and contain important information regarding your legal rights, remedies and obligations. By Your Use of the Site, you: (a) acknowledge you have read, understand, and agree to be bound by these Terms; (b) agree to comply with all applicable laws, rules and regulations with respect to Your Use of the Site; and (c) represent you are an adult at least eighteen (18) years of age and have the legal capacity to enter into contracts in the jurisdiction where you reside.

You fully understand that receiving sessions online, through “Zoom” or any other video interface or any other form of communication on the internet cannot be considered a completely confidential medium and you accept the lack of confidentiality that comes from sending communications including letters, email and video over the internet. Aside from the nature of the internet, you understand that reasonable measures will be undertaken to protect your confidentiality subject to any disclosure that may be required by law or legal process.

The products and services on this Site are intended for personal, non-commercial purposes only. You irrevocably agree to use this Site only for lawful, non-commercial purposes and in compliance with all local, state, federal, and international law. You may not use, reproduce, reverse engineer, modify, copy, publish, distribute, display, transmit, adapt, frame, link, sell, license or in any other way exploit the content or product on this Site.

You agree to release Erica Breen Pilates of any and all liability, legal or otherwise for myself or others related to me including my heirs, executors, administrators and assigns, as a result of anything arising from your participation in sessions with Erica Breen.

You fully understand that this a binding contract, even without your signature or witnesses.

NO REFUNDS WILL BE GIVEN FOR ANY SERVICE PURCHASED THROUGH THIS WEBSITE OR UNDER ERICA BREEN PILATES.

RELEASE OF LIABILITY FOR PERSONAL OR ONLINE PILATES SESSIONS WITH ERICA BREEN PILATES

You will receive information and instruction while participating in the session or workshop offered by Erica Breen Pilates. You recognize that this session, or workshop will require physical exertion, which may be strenuous and may cause physical injury, and are fully aware of the risks and hazards involved.

You understand that it is your responsibility to consult with a physician prior to and regarding your participation in this session, workshop or any other activity associated with Erica Breen Pilates. You represent and warrant that you are physically fit and have no medical conditions that would prevent your full participation in the session or workshop offered by Erica Breen Pilates.

You voluntarily accept and assume any and all risks, known or unknown, associated with Your Use of the Site and my Services including, without limitation, the risk of physical, mental or emotional injury, minor and/or severe bodily harm, death, and/or illness, which may arise by any means, including, without limitation: acts, omissions, recommendations or advice given by me.

You knowingly, voluntarily and expressly waive any claim that you may have against Erica Breen Pilates for injuries or damages that you may sustain as a result of your participation in the session or workshop offered to you.

RELEASE OF LIABILITY FOR PERSONAL OR ONLINE WELLNESS SESSIONS WITH ERICA BREEN PILATES

The ***Wellness Program and Wellness Consults*** by Erica Breen Pilates is not a replacement for Medical, Psychological or Psychiatric care. Erica Breen is a Functional Nutrition Guide certified through Mind Body Green.

Erica Breen offers Nutritional and Wellness Coaching to help you find a healthy, nutritional balance in your life. However, you are responsible for your health and must determine whether Erica Breen is the correct Functional Nutrition Guide for you and your needs. If at any time you are unhappy with the results of your session(s), you should discuss this with Erica Breen and/or seek alternative Counseling.

You agree to release Erica Breen from any liability, legal or otherwise, for the outcome of the coaching sessions, or decisions you make as a result of them. Only if you are willing to take full responsibility for yourself and your own decisions, should you accept coaching sessions from Erica Breen.

You fully understand what Erica Breen offers in coaching, and don't hold her responsible for your decisions or actions. You will attend coaching sessions with Erica Breen knowing that she only offers guidance and you are fully responsible for determining if that guidance is appropriate for your needs.

You fully understand that Erica Breen is not a medical doctor, psychologist, psychiatrist or a medical practitioner and that you must seek alternative counseling and/or medical treatment if at any time you feel that you are in need of medical assistance for any reason.

ERICA BREEN PILATES APPRENTICESHIP AGREEMENT

As an Apprentice in the Erica Breen Pilates Apprenticeship, there are certain activities that require prior written consent from mentor Erica Breen.

Written permission is required to:

1. Publish, photocopy or reproduce, in any manner, the materials and content of Erica Breen Pilates Apprenticeship lectures, classes, and/or training sessions.
2. Develop, reproduce, manufacture or distribute products based on Erica Breen Pilates Apprenticeship methods.
3. Begin a training program to teach the contents of this or any other Erica Breen Pilates Apprenticeship techniques.

Expectations:

1. The Apprentice should arrive no less than 5 minutes before scheduled lecture or session times.
2. Be prepared for appropriate lesson plan and have completed homework.
3. Apprentice must take an active role in maintaining hours, mentor teaching, and observation. Also, the Apprentice must have hours signed off once a month or hours will not count towards program completion.
4. The Apprentice will complete a specific project designed to enhance their abilities and what they have learned throughout the apprenticeship. Examples are case studies, mock programs, etc.
5. The Apprentice must complete the program in order for the final project to be given a Recommendation Letter and Seal of Completion Certificate.
6. The Apprentice should address any concerns and issues to the mentor (Erica Breen). The goal is to make this an interactive, enjoyable learning experience!

Payment Policy: Monthly Payments are due on the 1st day of each month. If payment has not been received by 5pm (ET) on the 2nd day of the month, a \$50 late charge will apply.

Refund Policy: No refunds are given after the Apprentice begins the program and the first payment is received.