



## THE VERTICAL WORKSHOP TEACHER TRAINING STUDENT APPLICATION FORM

### APPLICATION STEPS

Please complete the following 3 steps to register for any The Vertical Workshop (TVW) Pilates Teacher Training (PTT) Program

1. Indicate, in the boxes below, which program(s) you are registering for.  
Include the program start date and city/state.
2. Complete the registration form including Pilates History & Prerequisite Completion.
3. Read through the Student Contract and Terms and Conditions.

### ACCEPTANCE LETTER/RECEIPT

TVW will process your application within two weeks of receiving it. Confirmation of your place in the program along with study material to review/memorize before the program begins will be e-mailed shortly thereafter.

### TEACHER TRAINING PROGRAMS

Indicate which program(s) for which you are registering by Yes/No and then indicate which City/State. *Note: If you register for Comprehensive or Bridge, you are also registering for Mat Seminar. It is built in. "Mat Seminar Only" is if you are only registering for Mat Seminar exclusively.*

Program (Choose One)	Tuition	Y/N & City/State
Mat Seminar Only	\$650	
Comprehensive Teacher Training	\$6050	
Bridge Participation	\$4500	

### Registration Form

_____ Student Name			
_____ Address		_____ City	_____ State
_____ Cell/Mobile Phone		_____ Other Phone	
_____ Email			

I have read and agreed to the TVW Student Contract and TVW Terms and Conditions pertaining to the program(s) I am registering for. (Your typed name is your legal signature.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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### Pilates History & Prerequisite Completion

How many classical Pilates sessions and classes have you taken?

Privates or Semi-Privates (2-3 people)

Classes

Who have you taken classical classes/session with? Please list names of teachers, studios and city the studio is in.

Please indicate your ability levels.

Use these abbreviations: B - Beginner I - Intermediate A - Advanced

\_\_\_\_\_ Mat

\_\_\_\_\_ Reformer

\_\_\_\_\_ Cadillac/Trapeze Table/Tower/Wall-Unit/Spring Board, etc.

\_\_\_\_\_ Chair (both High and Wunda)

\_\_\_\_\_ Barrels

### Anatomy Requirement

Per information on the TVW website ([www.TheVerticalWorkshop.com/anatomy-education](http://www.TheVerticalWorkshop.com/anatomy-education)) you are required to enter these TVW programs with a basic knowledge of anatomy.

Have you already taken a course that has educated you on the items listed on the specified webpage? Y or N

If Y:

\_\_\_\_\_ Name of Program

\_\_\_\_\_ School or Educational Facility

\_\_\_\_\_ City/State/Country

\_\_\_\_\_ Website

If N:

You must fulfill this requirement prior to your Mat Seminar. You are welcome to register, pay and have a space in the program held for you provided that you use the TVW Basics of Anatomy video for your anatomy education.

Go to:

Email TVW at [info@TheVerticalWorkshop](mailto:info@TheVerticalWorkshop) once you have completed the Basics of Anatomy video



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### **Covid-19 Vaccination Information**

On any day of the Seminars or Apprentice/Teacher Training hours, if you have any symptoms of Covid, but are testing negative, please contact the studio to discuss options and the current strain of Covid-19 often has symptoms prior to testing positive.

We will follow and comply with any updated CDC Guidelines.  
Should we have to update any procedures including testing, wearing masks, vaccine information, we will and you agree to both discuss and adhere to the decisions made following CDC Guidelines.

### **Bridge Participants Only**

1 - With which program(s) did you receive your teacher training certificate(s). [Not continuing education, just which teacher training program(s).]

2 - When did you do your teacher training program(s)?

3 - How many hours was(were) your teacher training program(s)?

4 - Which apparatus did you train on in that(those) program(s)?

5 - Please attach a copy of your certificate of completion of that program (or multiple certificates - again, not continuing education, but teaching training programs).

6 - Are you currently teaching in a studio? If so, how many hours per week and on which apparatus do you work on? (Meaning: mat, reformer, etc. etc.)



## THE VERTICAL WORKSHOP TEACHER TRAINING STUDENT APPLICATION FORM

### The Vertical Workshop Student Contract (“Agreement”)

1. By signing this contract with The Vertical Workshop, Inc., a New York Corporation (“TVW”), I (“Student”) acknowledge that I have read and understand all of the requirements of the program and that I agree to all of the terms, conditions and regulations.
2. Student acknowledges that he/she has sufficient mental and physical health to participate in this strenuous program. The student participates in the program at his/her own risk and agrees to release collective all TVW employees and independent contractors from any and all liability.
3. TVW make no representation or warranties concerning the user application of the movement lessons and/or procedures taught in this course other than the course **accredited (officially authorized)** by TVW.
4. Cancellations:  
If you withdraw from any program(s) you will automatically lose a \$200.00 processing fee .  
Up to one (1) month pro to initial course dates - 75% refund from course fee (minus the \$200 processing fee);  
Within one (1) month from initial course date - 50% refund from the course fee (minus the \$200 processing fee);  
Within one (1) week of initial course date and up to the day before the course - 25% refund from course fee (minus the \$200 processing fee + Deposit);  
Absolutely no refunds on and after day the course begins.
5. Transferring: If and/or every time you transfer to another program you will be charged a \$200.00 processing fee.
6. TVW reserves the right to terminate any student from the program for misconduct, chronic tardiness and any other unprofessional conduct. In the event that a Student is terminated from the program, TVW will not refund any tuition paid. Misconduct is defined as: alcohol or drug use, violent behavior, sexual misconduct, verbal or physical abuse, property damage, theft.
7. TVW reserves the right to cancel any program up to one week prior to program start date.
8. Student/teacher understands and agrees that TVW is a trademark of, and proprietary to, TVW. The Student/teacher promises not to use the trademarks of TVW for any reason or purpose without the advance written permission and approval of TVW.
9. Student/teacher understands that the teaching materials used in TVW’s programs have been created by, and are the property of TVW. The student/teacher promises that he/she will use these materials solely in connection with this teacher training program(s) and will not use or copy these materials for any other purpose, commercial or otherwise and shall not copy or share these materials.
10. The attached TVW Student Terms and Conditions is made a part of this Agreement and is fully incorporated by reference.

I, \_\_\_\_\_, have read, understand and agree to the terms of the above The Vertical Workshop Student Contract and the attached The Vertical Workshop Student Contract Terms and Conditions.



## THE VERTICAL WORKSHOP TEACHER TRAINING STUDENT APPLICATION FORM

### Student Contract Terms and Conditions

- 1. General Provisions.** TVW shall process all applications by prospective Students and reserves the right, in its sole discretion to accept or deny acceptance of any such individuals into a TVW instructional program. TVW shall have sole discretion to determine if any individual meets the necessary requirements for the level of certification sought, and if additional training, class work, workshops, apprentice hours are required in order for the individual to pass an interim exam or final examination to be granted a teacher training certificate under that program. TVW shall have sole discretion to determine if any individual meets the necessary requirements to be granted a teacher training certificate under its various programs. All Students and fully trained TVW instructors are expected to exhibit conduct and attitude consistent with the highest professional standards of the exercise industry. Should Student's behavior, attitude or actions be considered by TVW not to comport with such standards, you may be required to leave the enrolled training program, or disassociate yourself from being a fully trained TVW instructor. Dismissal from an enrolled training program will result in forfeiture of the program fees and evaluation scores. It is expressly understood that Comprehensive/Apprentice Students shall complete the 600 apprenticeship hours and all exams for the comprehensive program within nine (9) months computed from the first day of your program instruction (the "Program Completion Period"). It is expressly understood that Bridge Participant Students shall complete the exam within six (6) months computed from the first day of your program instruction (the "Program Completion Period"). Should you exceed the foregoing time periods to complete your apprenticeship hours and/or exams, you shall be billed an additional three-hundred (\$300) dollars per month for each month beyond the Program Completion Period.
- 2. Ownership Of Materials.** Student acknowledges that all manuals, materials, documents, and the like ("Materials") provided by TVW are confidential, proprietary and owned by TVW and that all right, title and interest in and to such Materials shall at all times continue vested in TVW. Student acknowledges the the Materials, including, but not limited to design, content, order of instruction, sequence of exercise, photographs, diagrams, and methodology is all proprietary to TTVW and are protected by copyright, trade secret and unfair competition laws. Student further acknowledges that Student has no rights in the Materials. Student shall take all reasonable steps to protect the materials from any use, copying, reproduction, publication, disclosure or distribution. Student shall not remove, alter, cover or distort any copyright notice, trademark or other proprietary rights notice placed by TVW in or on the Materials. Upon request by TVW, Materials shall be returned to TVW. Failure to return all such Materials shall result in a claim for damages by TVW for their return. As an agreed liquidated damage for the failure of Student to return such materials, Student agrees to pay TVW at the rate of \$100.00 per day commencing with the date TVW demands their return until Student returns all of the Materials. Student recognizes and acknowledges that no rights or licenses are granted by TVW to Student except as expressly stated herein.
- 3. Fees and Taxes. Fees.** Student agrees to pay all fees as provided herein. **Taxes.** In addition to any fees charged pursuant to this Agreement, Student shall pay all current and future state and federal taxes imposed upon this Agreement, excluding, however, all taxes on or measured by TVW's income. **Payment.** Student shall be required to promptly pay all fees and taxes billed by TVW pursuant to this Agreement all invoices being due upon receipt. **Fee Changes.** TVW reserves the right to change its fees at anytime by providing thirty (30) days advance notice of any such changes. **Late Payments.** Any payment required hereunder that is made late (including unpaid portions of incomplete payments) will bear interest, compounded monthly, from the date due until the date paid, at the lesser of eighteen percent (18%) per annum of the highest interest rate permitted to be charged by applicable law. Any payment received from Student more than ten (10) business days after becoming due will be deemed late for purposes of this Agreement. Any interest charged or paid in excess of the maximum rate permitted by applicable law will be deemed the result of a mistake and will be credited or refunded, together with interest as set forth above from the date charged until the date credited or refunded.
- 4. Training and Testing.** The program for which Student has applied is outlined in the materials annexed hereto and in more detail in the TVW Training Manual which will be provided to Student upon acceptance into the program. Throughout the program, Student will be observed and tested on Student's knowledge, proficiency and ability to teach classical pilates pursuant to the TVW Methodology. Such evaluations will consist of oral, written and practical examinations and observations, and are designed to make assessments of Student's proficiency. At various different times throughout the program, Student will be tested, and if the results of such testing are inadequate for student to proceed to the next level of instruction, Student shall be accordingly informed and weaknesses shall be identified. At no time will Student be permitted to go to the next level or course of training without having completely satisfied all requirements and testing of the current level.



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Student is required to obtain at least seventy-five (75%) percent score or better on all written examinations. Student shall be permitted to retake written exams once without further charge.

5. **Status of Certified TVW Instructor.** Once Student completes all courses within the program, and to TVW's sole and exclusive satisfaction passes all oral, written and practical examinations for each course comprising the TVW Pilates Methodology training, then Student shall receive a certificate evidencing the completion of such teacher training program. Upon satisfactory completion and receipt by Student of the certificate completion, Student shall not be qualified to, nor can not, and is not authorized to train other students or individuals to become instructors of the TVW Pilates Methodology. Should student teach or train other students or individuals to become teachers, Student's teacher training certificate shall be immediately and unconditionally revoked. Only upon receipt of the teacher training certificate by TVW evidencing that Student is a TVW Teacher Trainer can Student teach other students or individuals to become teachers of TVW Methodology.
6. **Trademarks.** Student recognizes and acknowledges that the trademarks, service marks and certification marks of TVW, including but not limited to THE VERTICAL WORKSHOP, and all marks developed, adopted and used by TVW during the term of this Agreement are owned by TVW (the "Trademarks"). Student Acknowledges that no license is hereby granted to use Trademarks of TVW, and that Student shall not use the Trademarks in any manner without specific prior written approval from TVW. No license, under any trademark, patent, copyright, or any other intellectual property right, or personal property right, is either granted or implied by the conveying or use of Materials or confidential information to Student.
7. **Confidentiality.** Student acknowledges that the Materials contain trade secrets and information not generally known, which TVW states, and student acknowledges, have been developed or acquired by TVW through the expenditure of a great deal of time and money. Student agrees to maintain and protect the confidentiality of the Materials, agrees not to disclose them or use them for any purpose not contemplated by this Agreement. Student's failure to maintain the confidentiality of the Materials shall be sufficient grounds for termination of this Agreement by TVW. The provisions of this section shall survive termination of this Agreement, and shall be binding upon Student from unauthorized and unlawful disclosure of the Licensed Materials for five (5) years from the termination, expiration or cancellation of this Agreement.
8. **DISCLAIMER OF WARRANTY.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, TVW MAKES NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.
9. **WAIVER & RELEASE.** In consideration of the acceptance of Student's participation in a TVW program (the "program"), Student hereby waives any liability TVW may have arising out of my participation in the Program. Furthermore, Student has been given the rules and regulations of the Program, and as a Student, Student hereby agrees to hold harmless TVW and all other persons and entities, including but not limited to any facility owner/operator utilized during the Program and all sponsors, Students, third parties, other students, clients teachers, trainers, certified TVW instructors, involved in or otherwise connected with the Program for any damages, physical, personal or property - which may arise from my participation in the Program. because physical exercise can be strenuous and subject to risk of serious injury, TVW urges you to obtain a physical examination from a doctor before participating in the Program or participating in any exercise activity. Student agrees that by participating in physical exercise or training activities, you do so **entirely at your own risk**. Student agrees that Student is voluntarily participating in the Program and these activities and use of facilities and premises and **assumes all risks** of injury, illness, or death. TVW is also not responsible for any loss of your personal property. Student acknowledges that Student has carefully read this "**Waiver and Release**" and fully understands that it is a **complete release of liability**. Student expressly agrees to release and discharge all trainers, instructors, other students, officers, directors, employees, affiliates, clients of legal action against any of the foregoing for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release also covers and includes negligence and any legal theory based upon negligence. If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid and/or unenforceable, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from. By signing this Agreement, student acknowledges that Student understands its content and that this release cannot be modified orally.
10. **LIMITATION OF LIABILITY.** TVW'S LIABILITY TO STUDENT SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNT OF ANY FEES PAID BY STUDENT TO TVW HEREUNDER. IN NO EVENT WILL TVW BE LIABLE FOR INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, SUFFERED BY STUDENT, EVEN IF TVW HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



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11. **INDEMNIFICATION.** Student shall hold TVW harmless, from any suit or proceeding brought against Student based on claim related to this Agreement, or any tort theory, including negligence.
12. **GENERAL PROVISIONS. Amendments in Writing.** No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. **Assignment.** This Agreement may not be assigned by Student or by operation of law to any other person, persons, firms, or corporation without the express written approval of TVW. This Agreement shall be binding upon such approved successors, assigns or designees. **Attorney Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this Agreement or a breach thereof, the prevailing party shall be entitled to recover reasonable attorneys' fees. **Enforceability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. **Entire Agreement.** The parties have read the Agreement and these Terms and Conditions and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to this Agreement and to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. **Force Majeure.** Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of TVW to perform, government regulations, power failure(s), earthquakes, or other disasters. **form of payment.** Any payment made under the provisions of this Agreement shall be made by check drawn on a bank in the United States, in United States dollars. All amounts shall herein, and charged by TVW are stated in United States dollars, unless otherwise specified. **Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPALS OF CONFLICTS OF LAWS AND THE PARTIES DO HEREBY CONSENT TO JURISDICTION AND VENUE IN A COURT OF COMPETENT JURISDICTION WITH THE STATE OF NEW YORK, COUNTY OF WESTCHESTER.** **Headings.** The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon any of the provisions of this Agreement. **Injunctive Relief.** The parties acknowledge and agree that any breach or threatened breach of this Agreement, may give rise to irreparable injury to the other party. The parties agree, that in addition to all other rights and remedies that they may have, a party may seek injunctive relief. **Notices.** All notices and demands hereunder shall be in writing and shall be served by personal service, by certified return receipt mail, or internationally recognized courier service at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party) and shall be deemed complete upon receipt. **Relationship of the Parties.** Each party is acting as an independent contractor and not as an agent, partner or joint venturers with the other party for any purpose. Except as provided in this Agreement; neither party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. **Survival.** The obligation to pay all accrued Fees and confidentiality obligations and ownership provisions set forth in this Agreement shall survive the termination of the Agreement by either party for any reason. **Travel Expenses.** Student shall be responsible for all Travel Expenses in connection with its performance of its obligations contained herein. **Waiver.** None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence of the part of TVW, its agents, or employees, but only by an instrument in writing signed by an authorized officer of TVW. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.